EDGERTON CITY COUNCIL
***AMENDED* MEETING AGENDA**
CITY HALL, 404 EAST NELSON STREET
NOVEMBER 12, 2026
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 October 22, 2026, Regular City Council Meeting
5. Approve of Year-End Longevity Bonus for Employees
6. Approve Ordinance No. 2199 Providing for the Range of Salaries and Compensation of Various City Officers and Employees
7. Approve Renewal of a Cereal Malt Beverage License for Maverick Group, LLC for 2027
8. Approve Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility
9. Approve Large Animal Permit for Marvin Vail at 1405 West 8th Street
10. Approve Large Animal Permit for Darren Seute at 1313 West 8th Street
11. Approve Large Animal Permit for Darius Crist at 510 West Braun Street
12. Approve Large Animal Permit for Galaz Trust at 1300 West Braun Street
13. Approve Large Animal Permit for Glyn Powers at 1606 West 8th Street
14. Approve Large Animal Permit for Michael Mabrey at 1200 West Braun Street
15. Approve 2027 Greenspace Closure Dates

    Motion: _____ Second: ___ Vote: ____

Regular Agenda

16. **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.

17. **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.

Business Requiring Action

18. **CONSIDER 2027 FUNDING RECOMMENDATIONS FOR THE HUMAN SERVICE FUND**

    Motion: ____ Second: ___ Vote: _____

19. **CONSIDER PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF EDGERTON AND AFFINIS CORP. FOR THE 2026 W. 8TH STREET AND W. NELSON STREET STORMWATER IMPROVEMENTS PROJECT**

    Motion: ____ Second: ___ Vote: _____

20. **CONSIDER AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH BURNS & MCDONNELL INC. FOR THE PHASE II ENGINEERING SERVICES FOR DWYER FARMS SANITARY SEWER IMPROVEMENTS – SITES 2 & 3**

    Motion: ____ Second: ___ Vote: _____

21. **CONSIDER FINAL ACCEPTANCE FOR THE EAST 2ND STREET/EDGEWOOD AND EAST 3RD STREET RECONSTRUCTION PROJECT**

    Motion: ____ Second: ___ Vote: _____

22. **CONSIDER TASK ORDER WITH BG CONSULTANTS, INC., FOR THE SUNFLOWER ROAD REHABILITATION PROJECT (207TH STREET TO I-35 FRONTAGE ROAD)**

    Motion: ____ Second: ___ Vote: _____

23. **Report by the City Administrator**
    - Q3 Comm Dev Report

24. **Report by the Mayor**

25. **Future Meeting Reminders:**

    November 26: City Council Meeting - CANCELLED
    December 8: Planning Commission Meeting
    December 10: City Council Meeting
    December 24: City Council Meeting – CANCELLED
    January 12: Planning Commission Meeting
    January 14: City Council Meeting

26. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCEPTION TO INCLUDE CITY ATTORNEY, OUTSIDE COUNSEL AND CITY ADMINISTRATOR FOR THE PURPOSES OF CONSULTATION**

WITH AN ATTORNEY WHICH WOULD BE DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP (K.S.A. 75- 4319(B)(2))

27. **CONSIDER COURT ORDER REGARDING PETITION FOR PROPOSED ORDINANCE TO PROHIBIT HIGH IMPACT DATA CENTERS IN EDGERTON**

    Motion: ____ Second: ___ Vote: _____

28. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCEPTION TO INCLUDE CITY ATTORNEY, OUTSIDE COUNSEL AND CITY ADMINISTRATOR FOR THE PURPOSES OF CONSULTATION WITH AN ATTORNEY WHICH WOULD BE DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP (K.S.A. 75- 4319(B)(2))**

29. **CONSIDER PETITION FOR PROPOSED ORDINANCE TO PROHIBIT TIER 2 AND TIER 3 BATTERY ENERGY STORAGE SYSTEMS (BESS) IN EDGERTON**

    Motion: ____ Second: ___ Vote: _____

30. **Adjourn**

EVENTS

November 13: Toddler Gym Jam, Sourdough Workshop

November 14: Toddler Gym Jam, Magical Columbian Cook-Along & Movie

November 16: Try It! Basketball

November 17: Pickleball League

November 18: Senior Lunch and BINGO 55+

December 4: Mayor's Christmas Tree Lighting

December 6: Holly Jolly Puzzle Race

City of Edgerton, Kansas
Minutes of City Council Regular Session
October 22, 2026

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on October 22, 2026. The meeting convened at 7:00 PM with Mayor Roberts presiding.

1. **ROLL CALL**

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

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator, Beth Linn
City Attorney, Todd Luckman
Assistant to the City Administrator, Trey Whitaker
Assistant to the City Administrator, Kara Banks
City Clerk, Dusti Callahan
Public Works Director, Dan Merkh
Development Services Director, Zach Moore
Parks and Recreation Director, Levi Meyer
Finance Director, Karen Kindle
Construction Inspector, Todd Veeman
Public Works Foreman, Chase Forrester
Utilities Superintendent, Mike Mabrey

2. **WELCOME**. Mayor Roberts welcomed all in attendance.

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

3.5 Mayor added item 3.5 to address the new sound system.

- Kara Banks, Assistant to the City Administrator, introduced how to use the new microphones. When the button is green, it is ready for use. Speakers are advised to maintain a hand-length distance to ensure sound quality. Staff encouraged patience from the audience and council as we adapt to the new system. The microphones use a touch system rather than a click, and microphones should be pointed at the speaker.

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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 October 8, 2026, Regular City Council Meeting
5. Approve Final Acceptance & Project Closeout for the 2025 Street Preservation Program
6. Approve to Continue Cooperative Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services for 2027

Councilmember Lewis motioned to approve the consent agenda items 4-6, seconded by Councilmember Longanecker. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Malloy
Absent: Lebakken

Regular Agenda

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

8. **Public Comments.**

Clara White**,** an Edgerton resident, focused on concerns about foreign land ownership near U.S. military bases, and their potential risks. She noted that China owns significant land in the U.S., including 360 acres near Fort Riley, Kansas. She expressed apprehension about China's impact on food safety and technology, citing their ownership of a major U.S. pork producer and the presence of related facilities in Kansas. Ms. White also mentioned the link between bat meat in China and the COVID-19 outbreak, highlighting fears over public health and China's broader aims to influence technology and military powers. She criticized negative propaganda against data centers and AI, suggesting a disparity between public perception and the allowance of foreign influence within the U.S.

William LaFalce, an Edgerton resident, discussed concerns about ecological crimes in rural areas, referencing work by Ralph Wiser and John Dinemeyer. He highlighted issues such as illegal dumping of hazardous waste, often facilitated by the isolation of rural areas. Mr. LaFalce mentioned the U.S. government's estimation of numerous landfills filled with industrial waste, located near small towns, which could breach and contaminate the environment. He warned about fraudulent activities related to environmental clean-up in these areas. Mr. LaFalce emphasized the need for safeguards against such crimes, especially concerning emerging industries like data centers, and pointed out unresolved contamination issues at superfund sites, including a location in Olathe, Kansas.

Carrie Schmidt, a Gardner resident, addressed council reminding them that they work for the community and emphasizing the importance of representing residents' interests. She highlighted the presence of citizens at the meeting, noting that they also represent others who cannot attend. Ms. Schmidt criticized the council for making data centers a permitted use without public hearings, arguing that public input is essential. She praised Council Member

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Conus for listening to the public and concerns for transparency, live streaming, and recording meetings. She accused council of ignoring public desires and questioned motivations behind not implementing live streaming, urging to make meetings more accessible to all citizens.

Kim Twente, an Edgerton resident, criticized Council for not listening to citizens and for imprudently spending taxpayer money. She expressed concerns over the contract with the Nash group for community engagement, arguing that allowing citizens to vote directly on the issues would cost nothing, and more accurately reflect public opinion. Ms. Twente questioned why only one consulting firm was considered and whether the process would be transparent, particularly whether raw data collected from public engagement would be made fully available to the public. She emphasized the need for the council to listen directly to citizens rather than through an outside service, citing health concerns related to hyperscale data centers as a key issue.

Business Requiring Action

9. **CONSIDER PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF EDGERTON AND THE NASH GROUP FOR COMMUNITY ENGAGEMENT REGARDING EMERGING INDUSTRIES**

Zach Moore, Development Services Director, stated on July 23, 2026, council was directed to explore public engagement and potential zoning updates to the UDC for regulations regarding emerging industries. This led to an RFP process through which the Nash Group was selected from eleven proposals.

Dr. Troy Nash, CEO and Founder for The Nash Group, LLC, addressed the Council and explained that their role includes independent data collection and community engagement without bias, ensuring raw data access without person attribution. Their plans involve organizing large-scale events, expert panels, pop-up groups, and surveys to gather community input. The Nash Group, LLC will research emerging industries relevant to Edgerton, aiming to objectively present their findings to assist the council in decision-making.

Council Member Conus asked to elaborate on how they would engage public with the public.

Dr. Nash explained that many ways are outlined in the scope, such as large-scale events and expert panels. He stated there are facts and things being debated that haven not been proven factual yet. His group will focus on talking to folks in the community, bringing back all information, and the raw data. It cannot be biased. Other ways are surveys, mailers, and more at a constant until you are sick of us.

Mayor asked Dr. Nash if he could share a concept for emerging technologies, as it is a broad statement.

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Dr. Nash stated for example, like trains or airplanes, they did not know what they did not know as these things came around. Emerging technologies are consistent with the AI revolution regardless of how someone might feel about it. Reusing a building for data centers, for example. We will bring a list and dwindle down from there.

Councilmember Longanecker motioned to approve the business action item 9, seconded by Councilmember Malloy. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Malloy
Absent: Lebakken

10. **CONSIDER RATIFICATION OF THE 2026 QUIET ZONE REGULATIONS IMPROVEMENT PROJECT AND AWARD OF CONSTRUCTION TO KANSAS HEAVY CONSTRUCTION, LLC**

    Dan Merkh, Public Works Director, stated there is a compliance issue identified by the Federal Railroad Administration regarding the city's quiet zone at the BNSF crossings on East Nelson Street and West 199th Street. The medians at these crossings did not meet the required length and height standards, necessitating urgent corrections. Kansas Heavy Construction will include extending the medians, constructing new noses, replacing medians to achieve the correct curb height, and relocation median signs. The project is necessary to maintain the city's quiet zone designation and classified under emergency maintenance, allowing council to bypass formal bidding procedures to meet the FRA's 30-day correction deadline.

    Council member Lewis requested City Administrator, Beth Linn, to pull pricing back up on the big screen to review.

Councilmember Lewis motioned to approve the business action item 10, seconded by Councilmember Longanecker. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Malloy
Absent: Lebakken

11. **CONSIDER PROJECT CREATION OF K-33 WATERLINE RELOCATION AND ESTABLISH A PROJECT BUDGET**

    Dan Merkh, Public Works Director, stated this project was necessitated by KDOT's planned improvements to K-33, which require the relocation of the city's existing water infrastructure in the project area. Relocation is necessary due to the current water lines being in conflict with the proposed highway improvements. The project has a budget of $4,005,500, which will be reimbursed by KDOT. The project scope includes survey,

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easement acquisition, design, construction, and inspection services related to relocating approximately 7,500 to 9,000 linear feet of 8-inch PVC waterline outside the new highway right-of-way. Submitting relocation plans and an estimate has a deadline of January 4, 2027, as well as entering a utility reimbursement agreement by March 1, 2027.

Councilmember Longanecker motioned to approve the business action item 11, seconded by Councilmember Lewis. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Malloy
Absent: Lebakken

12. **CONSIDER FACILITY USE AND MAINTENANCE AGREEMENT WITH EDGERTON HISTORIC SOCIETY FOR EDGERTON COMMUNITY MUSEUM**

    Levi Meyer, Parks & Recreation Director, stated this agreement has been in place since 2013, and allows the Historical Society to use the museum building located at 406 East Nelson Street. This is an annual agreement; last year's fee was set at $1 for the year 2026. This agreement is similar to the Johnson County Library for the Bank of Knowledge, as these are both housed in city-owned buildings. Ther terms of this agreement are valid for one year from January 1, 2027, to December 31, 2027. Either party may choose not to renew the agreement with two months prior notice.

Councilmember Lewis motioned to approve the business action item 12 with an annual fee of $1.00, seconded by Councilmember Conus. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Malloy
Absent: Lebakken

13. **CONSIDER ADOPTION OF THE 2027-2031 CAPITAL IMPROVEMENT PROGRAM (CIP)**

    Dan Merkh, Public Works Director, stated the CIP was reviewed in the October 8, 2026 work session, and included adjusted funding for existing projects and new initiatives aligned with staff and council recommendations. The council increased budgets for the Annual Street Preservation Program and water infrastructure projects and added new projects such as street reconstructions, stormwater improvements, and public amenities upgrades. Additionally, two council-requested projects were included: the preliminary design for a city monument sign and a program to assist residents with roadway repairs after sewer service line work. The CIP establishes the scope, budget, and timelines for these initiatives, with updates to be provided as projects progress.

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Councilmember Lewis motioned to approve the business action item 13, seconded by Councilmember Malloy. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Malloy
Absent: Lebakken

14. **Report by City Administrator**

- Q3 Sheriff's Office Report

  The third quarter report detailed 1,744 total calls, with 1,034 occurring within the city and 566 in the district. The report noted that activity levels were consistent with earlier in the year and the previous year. Two city and three district cars, including a contracted city car, are used for coverage. The report highlighted effective speed enforcement efforts on Heather Knoll, with the deployment of a speed trailer to address concerns.
- Q3 Financial Report

  Karen Kindle, Finance Director, began the report with the General Fund. For the General Fund, property tax revenues were on track, with one more distribution expected in October. Sales and use tax revenues were slightly ahead of forecasts, and the receipt of a large permit boosted licenses and permits revenue above expectations. Expenditures across departments were as anticipated, except for law enforcement, which showed only two quarterly billings by the end of September.

  Council member Conus asked Ms. Linn to scroll back up on the big screen. He asked Ms. Kindle how the local sales taxes are paid.

  Ms. Kindle stated those are paid once a month, two months behind. There is a lag between when it is paid at merchants to when the City receives those taxes.

  Councilmember Conus asked if she would expect those amounts to be higher than budgeted.

  Ms. Kindle said yes. She then discussed the Water Fund. Revenue from water sales was slightly lower due to slower-than-expected development at Dwyer Farms, but other revenues were on target. Expenditure on production and distribution was lower due to reduced activity, and a position vacancy helped to lower employee benefits costs. Debt service payments were completed for the year. The Sewer Fund showed similar trends, with service charges slightly below forecasts due to Dwyer Farms' activity. Expenditures were reduced in line with water operations, though fleet maintenance costs rose due to significant equipment repairs. Debt payments in this fund were also completed. Overall, all funds maintained their reserves within required limits, and the city remained within its adopted budget authority for the year.

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- Q3 Utilities Report

  Mike Mabrey, Utilities Superintendent, gave a report. On the sewer side, 31 million gallons were treated without leaks or overflows, thanks to preventative jetting and maintenance. Around 700,000 gallons of sludge were processed, and routine inspections of lift stations and pumps were conducted. The city successfully renewed its NPDES permit for the wastewater treatment plant. For the water side, over 21 million gallons were pumped without any main breaks. Notable maintenance included valve repairs and tank inspections. There were 288 utility locates and several service orders, including non-payment turn-offs and meter changes. The department also completed lead and copper testing and an EPA inspection, maintaining compliance with no major issues.
- Q3 Public Works Report

  Chase Forrester, Public Works Foreman, highlighted the third quarter of maintenance and operational activities for Public Works Department. They applied 100 tons of asphalt and performed maintenance on 360 lane miles of roads. They also dug 2,500 linear feet of ditches and repaired 95 panels of sidewalk. Gravel road maintenance covered 20 miles, and over 170 signs were manufactured or updated, including new no parking signs for Motors and Monsters. Crack sealing was completed up to 50%, and the department assisted the utility department with its annual sewer jetting program. Fleet maintenance involved 51 work orders, with minimal urgent or emergency repairs reported. Overall, the department focused on extensive road maintenance and preparations for seasonal changes.
- Snow Presentation

  Dan Merkh, Public Works Director, outlined the preparations for snow and ice control. Crews work in 12-hour shifts to provide 24/7 coverage during winter weather events. Staff have proactive and reactive measures depending on forecasts, including treating roads in advance or responding as snow begins. The city is divided into priority routes for plowing, with major thoroughfares addressed first, followed by neighborhood roads, cul-de-sacs, and dead ends. Public communication during snow events is handled via Notify JOCO, the city website, and social media, urging residents to move vehicles for effective plowing. Maintenance during snow includes clearing city sidewalks and trails, while residents are responsible for sidewalks adjoining their properties, with compliance required within 48 hours of a declared snow event's end.

  Council member Conus asked if it is uneconomic to make our own brine.

  Mr. Merkh stated as of today, yes, but Public Works has a plan to bring it in-house within the next five years. Staff will apply for a grant through KDOT to do this so staff is able to leverage grant dollars instead of tax dollars.

15. **Report by the Mayor**

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Mayor reminded council and those present of the future meetings. Following adjournment, staff will need approximately 10 minutes to reset the room to begin the Work Session for Martin Creek Park.

16. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPTION TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSES OF CONSULTATION WITH AN ATTORNEY WHICH WOULD BE DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP (K.S.A. 75- 4319(B)(2))**

Councilmember Longanecker moved to recess into executive session pursuant to K.S.A 75-4319(B)(2) for the purpose of consultation with an attorney which would be deemed privileged in the attorney-client relationship to discuss a response to the Attorney General. Present in the executive session will be the Governing Body and the following staff members: City Administrator, Beth Linn, and City Attorney, Todd Luckman. The executive session would last 15 minutes within Council Chambers and would reopen in Council Chambers at 8:25 PM. Councilmember Lewis seconded the motion. The meeting recessed into executive session at 8:10PM. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Malloy
Absent: Lebakken

Councilmember Lewis moved to return to open session with no action being taken. Councilmember Malloy seconded the motion. Open session resumed at 8:25PM. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Lebakken
Absent: Malloy

Councilmember Lewis moved to recess into executive session pursuant to K.S.A 75-4319(B)(2) for the purpose of consultation with an attorney which would be deemed privileged in the attorney-client relationship to discuss a response to the Attorney General. Present in the executive session will be the Governing Body and the following staff members: City Administrator, Beth Linn, and City Attorney, Todd Luckman. The executive session would last 15 minutes within Council Chambers and would reopen in Council Chambers at 8:45 PM.

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Councilmember Malloy seconded the motion. The meeting recessed into executive session at 8:45 PM. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Malloy
Absent: Lebakken

Councilmember Malloy moved to return to open session with no action being taken. Councilmember Lewis seconded the motion. Open session resumed at 8:45PM. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Lebakken
Absent: Lebakken

17. **Future Meeting Reminders**

Mayor reminded the Council of the future meetings.

October 13: Planning Commission Meeting
October 22: City Council Meeting
November 10: Planning Commission Meeting
November 12: City Council Meeting
November 26: City Council Meeting - CANCELLED
December 8: Planning Commission Meeting
December 10: City Council Meeting
December 24: City Council Meeting – CANCELLED

18. **Adjourn**

Councilmember Lewis moved to adjourn, seconded by Councilmember Malloy. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Malloy
Absent: Lebakken

The meeting was adjourned at 8:45 pm.
Submitted by Dusti Callahan, City Clerk.

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City Council Action Item

Council Meeting Date: November 12, 2026

Department: Administration

Agenda Item: Consider Approval of Year-End Longevity Bonus for Employees

Background/Description of Item:
Historically, the City of Edgerton has recognized long-term employees for their years of service by awarding an annual longevity bonus at year-end. The bonus is calculated at a rate of $1.50 for each month of employment with the City. Part-time employees and employees with fewer than 33 months of service receive the minimum bonus of $50. Based on this methodology, the total cost of the 2026 longevity bonuses would be $3,880.00, with individual bonuses ranging from $50.00 to $660.00. The City of Edgerton Personnel Rules and Regulations state "Annual longevity pay may be given at the discretion of the Governing Body."

Related Ordinance(s) or Statue(s): Personnel Rules and Regulations

Funding Source: General Fund, Water Fund, Sewer Fund and Capital Projects Fund

Budget Allocated 2026:

General Fund:	$ 2,734
Water Fund:	$ 323
Sewer Fund:	$ 647
Capital Project Fund:	$ 176

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

Recommendation: Approve the Year-End Longevity Bonus for Employees in an Amount not to Exceed $3,880.00

Prepared by: Justin Vermillion, Sr. Accountant

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City Council Action Item

Council Meeting Date: November 12, 2026

Department: Administration

Agenda Item: Consider Ordinance No. 2199 Providing for the Range of Salaries and Compensation of Various City Officers and Employees

Background/Description of Item:
Approval of the compensation and benefits study provided for the annual update of the minimum and maximum amounts of the pay ranges to reflect the CPI percentage used during budget development. The CPI used during development of the 2027 Budget was 2.7%.

Rates for City Attorney and City Prosecutor increased from $200 to $250 per hour. The last time those rates increased was 2023. There were no changes to the rates for other appointees.

If approved, Ordinance No. 2199 will go into effect January 1, 2027, and repeal the previous salary ordinance.

Related Ordinance(s) or Statue(s): Ordinance No. 2187

Funding Source: General Fund, Water Fund, Sewer Fund

Budget Allocated: Salaries and wages are included in the various departments in the operating budgets of the General Fund, Water Fund and Sewer Fund.

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

Recommendation: Approve Ordinance No. 2199 Providing for the Range of Salaries and Compensation of Various City Officers and Employees.

Enclosed: Ordinance No. 2199 -redlined
Ordinance No. 2199 -clean

Prepared by: Kara Banks, Assistant to the City Administrator

ORDINANCE NO. ~~2187~~2199

AN ORDINANCE PROVIDING FOR THE RANGE OF SALARIES AND COMPENSATION OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF EDGERTON, KANSAS, EFFECTIVE UPON PUBLICATION AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH

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

SECTION ONE: In accordance with the provisions of the Personnel Rules and Regulations of the City of Edgerton, Kansas, and Section 1-319 of Article 3 of Chapter I of the Code of the City of Edgerton, Kansas, the following appointed officers and employees of the City of Edgerton, Kansas shall have the following annual pay ranges:

Range	Job Title	Minimum	Maximum
A	School Crossing Guard	~~$38,526~~ $39,566	~~$57,789~~ $59,349
B	Customer Service Representative I	~~$41,608~~ $42,731	~~$62,412~~ $64,097
C	Customer Service Representative II Maintenance Technician I – PW/PK/F	~~$44,936~~ $46,149	~~$67,405~~ $69,225
D	Assistant City Clerk Maintenance Technician I – UT	~~$48,532~~ $49,842	~~$72,797~~ $74,763
E	Code Enforcement Officer/Animal Control Ofc Maintenance Technician II – PW/PK/F	~~$50,958~~ $52,334	~~$76,437~~ $78,501
F	Accounting Technician Maintenance Technician II – UT	~~$53,506~~ $54,951	~~$80,259~~ $82,426
G	Infrastructure Inspector Maintenance Technician III – PW/PK/F	~~$56,181~~ $57,698	~~$84,272~~ $86,547
H	Maintenance Technician III – UT Planning and Zoning Coordinator	~~$58,991~~ $60,584	~~$88,486~~ $90,875
I	Accountant Building Inspector City Clerk Foreman	~~$61,940~~ $63,612	~~$92,909~~ $95,418
J	Marketing/Communications Manager	~~$65,037~~ $66,793	~~$97,555~~ $100,189
K	(for future use)		
L	CIP Project Manager Senior Accountant	~~$74,435~~ $76,445	~~$111,652~~ $114,667
M	Public Works Superintendent Recreation Superintendent Utility Superintendent	~~$81,134~~ $83,325	~~$121,701~~ $124,987
N	Assistant to the City Administrator	~~$88,435~~ $90,823	~~$132,654~~ $136,236
O	(for future use)		
P	(for future use)		

Q	(for future use)		
R	Development Services Director Finance Director Parks and Recreation Director Public Works Director	~~$124,834~~ $128,205	~~$187,223~~ $192,278

SECTION TWO: The following officers and employees of the City of Edgerton, Kansas shall receive compensation as hereinafter provided:

Position	Compensation
City Attorney	$~~200~~ 250 per hour. Duties include: attendance at City Council meetings, preparation of ordinary ordinances, advise, conference and phone calls.
Municipal Judge	$500 per docket attended
Prosecuting Attorney	$~~200~~ 250 per hour
Court Appointed Attorney	$150 per hour for in-court time and out-of-court preparation time

SECTION THREE: The City Administrator shall set the individual employee's salary and compensation which shall fall within the salary and compensation ranges established by this Ordinance.

SECTION FOUR: All other ordinances in conflict are hereby repealed upon the adoption of this Ordinance.

SECTION FIVE: This Ordinance shall take effect on January 1, ~~2026~~2027.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE ~~11th DAY OF DECEMBER~~12th DAY OF NOVEMBER, ~~2025~~2026.

_____
DONALD ROBERTS, Mayor

ATTEST:

_____
ALEX FIRTH, Assistant City Clerk

APPROVED AS TO FORM:

_____

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

ORDINANCE NO. 2199

AN ORDINANCE PROVIDING FOR THE RANGE OF SALARIES AND COMPENSATION OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF EDGERTON, KANSAS, EFFECTIVE UPON PUBLICATION AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH

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

SECTION ONE: In accordance with the provisions of the Personnel Rules and Regulations of the City of Edgerton, Kansas, and Section 1-319 of Article 3 of Chapter I of the Code of the City of Edgerton, Kansas, the following appointed officers and employees of the City of Edgerton, Kansas shall have the following annual pay ranges:

Range	Job Title	Minimum	Maximum
A	School Crossing Guard	$39,566	$59,349
B	Customer Service Representative I	$42,731	$64,097
C	Customer Service Representative II Maintenance Technician I – PW/PK/F	$46,149	$69,225
D	Assistant City Clerk Maintenance Technician I – UT	$49,842	$74,763
E	Code Enforcement Officer/Animal Control Ofc Maintenance Technician II – PW/PK/F	$52,334	$78,501
F	Accounting Technician Maintenance Technician II – UT	$54,951	$82,426
G	Infrastructure Inspector Maintenance Technician III – PW/PK/F	$57,698	$86,547
H	Maintenance Technician III – UT Planning and Zoning Coordinator	$60,584	$90,875
I	Accountant Building Inspector City Clerk Foreman	$63,612	$95,418
J	Marketing/Communications Manager	$66,793	$100,189
K	(for future use)		
L	CIP Project Manager Senior Accountant	$76,445	$114,667
M	Public Works Superintendent Recreation Superintendent Utility Superintendent	$83,325	$124,987
N	Assistant to the City Administrator	$90,823	$136,236
O	(for future use)		
P	(for future use)		
Q	(for future use)		
R	Development Services Director Finance Director Parks and Recreation Director	$128,205	$192,278

	Public Works Director		

SECTION TWO: The following officers and employees of the City of Edgerton, Kansas shall receive compensation as hereinafter provided:

Position	Compensation
City Attorney	$250 per hour. Duties include: attendance at City Council meetings, preparation of ordinary ordinances, advise, conference and phone calls.
Municipal Judge	$500 per docket attended
Prosecuting Attorney	$250 per hour
Court Appointed Attorney	$150 per hour for in-court time and out-of-court preparation time

SECTION THREE: The City Administrator shall set the individual employee's salary and compensation which shall fall within the salary and compensation ranges established by this Ordinance.

SECTION FOUR: All other ordinances in conflict are hereby repealed upon the adoption of this Ordinance.

SECTION FIVE: This Ordinance shall take effect on January 1, 2027.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 12th DAY OF NOVEMBER, 2026.

_____
DONALD ROBERTS, Mayor

ATTEST:

_____
ALEX FIRTH, Assistant City Clerk

APPROVED AS TO FORM:

_____
TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

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Edgerton, KS 66021
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City Council Action Item

Council Meeting Date: November 12, 2026

Department: Administration

Agenda Item: Consider Renewal of a Cereal Malt Beverage License for Maverik Group, LLC. D/B/A Maverik Inc. #760

Background/Description of Item:
Application for the following business has met the necessary requirements for issuance of cereal malt beverage license and is recommended for approval by staff. License fees are established in Chapter 3, Article 1, Section 3-109 of the Edgerton Municipal Code in the amount of $35.00 for retail.

The applications and recommendations are available for review in the City Clerk's Office.

License	Name	Address
#514	Maverik Group, LLC Maverik Inc. #760	19975 Jubilee St., Edgerton, KS

Related Ordinance(s) or Statue(s): Ordinance 574

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Issuance of a Cereal Malt Beverage License to Maverik Group, LLC. at 19975 Jubilee Street for 2027.

Prepared by: Alex Firth, Assistant City Clerk

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City Council Action Item

Council Meeting Date: November 12, 2026

Department: Facilities

Agenda Item: Consider an Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility

Background/Description of Item:
On December 12, 2009, the City of Edgerton first approved an agreement with the Board of Directors for the Johnson County Library (JCL) for the use of the Bank of Knowledge as a library facility for the citizens of Edgerton. Since then, the City has been annually approving an Agreement in compliance with Kansas Cash Basis Law.

The proposed 2027 Agreement is generally unchanged from the previous year. A few highlights from the Agreement are summarized below.

- **Communication**: JCL designated separate contact people for any building repairs or maintenance needs vs. scheduling or events.
- **Capital Improvements**: JCL and City agreed to meet at least annually to discuss capital improvement projects. We also agreed to define "significant capital improvements" as described on Exhibit A of the Agreement. This is a Five-Year Capital Improvement Program specific to the Library. This is a great tool for us to jointly prioritize projects and plan for related expenses. Repair of the sanitary sewer service line was the biggest project in 2024, which was completed in conjunction with construction at The Greenspace. Future planned projects include replacement of HVAC (2027) and carpet (2029).
- **Maintenance Items**: The City agreed to respond promptly when advised of needed repairs or service for the Facility, the surrounding grounds, sidewalks, and parking. If the City does not respond within a reasonable period of time, JCL may undertake such repair or service on its own. The City agreed to reimburse JCL for the reasonable cost of any such repair or service. NOTE: This Section applies to everyday maintenance items and does not apply to significant capital improvements as described in Section Five.
- **Rent:** JCL agreed to pay rent of $1,500 per month.

The Agreement pending review and approval by the City Attorney. Any changes will be reviewed during City Council meeting.

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

Funding Source: N/A

Budget Allocated: N/A

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility

Enclosed: Facility Use and Maintenance Agreement for the Bank of Knowledge

Prepared by: Levi Meyer, Parks and Recreation Director

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this _____ day of November, 2026, between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library (JCL). The parties agree as follows:

SECTION ONE: City's Agreement to Make a Facility Available for a Branch Library. The City owns the former Edgerton Bank building located at 319 E. Nelson, Edgerton, KS, 66021 (hereinafter "the Facility") and desires to authorize JCL to use an agreed area of the Facility (hereinafter the "Library Site") for the purposes of establishing and maintaining a public library.

SECTION TWO: JCL's Agreement to Maintain a Branch Library at the Facility. JCL and the Board of County Commissioners of Johnson County, Kansas, previously approved the establishment and maintenance of a branch facility of the Johnson County Library at the Facility and JCL desires to continue maintaining a public library at the Library Site.

SECTION THREE: CITY'S RESPONSIBILTIES

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall, at its sole expense, maintain the Facility and the Library Site for use by JCL. The City warrants that the Facility and the Library Site will be maintained in a manner that assures that the Facility and the Library Site will be in compliance with all federal, state, county, and city laws and building and zoning codes, and that the City will, at its sole expense, bring the Facility or Library Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.

2. Signage. The City agrees that JCL shall continue to be permitted to place appropriate signs on the exterior of the Facility identifying the library, subject to City zoning and building codes.

3. Maintenance of the Facility. The City agrees that it will, at its sole expense, maintain the grounds and sidewalk surrounding the Facility; mow the grass; remove snow and ice from parking and sidewalk areas around the Facility; maintain all electrical, plumbing, mechanical, heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Facility in a manner that makes the Facility safe and free of hazards for use by JCL patrons; arrange for pest and insect control; and, subject to the terms of section 5.3 below on significant capital improvements, arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by JCL patrons and the citizens of Edgerton.

SECTION FOUR: JCL'S RESPONSIBILITIES

1. Agreement to Use the Library Site. JCL agrees to continue to maintain a public library at the Library Site of the Facility. The parties agree that library services, selection of materials, and establishment of hours of service are the sole prerogative of JCL.

2. Library Operations. During the term of this Agreement, JCL shall operate the hours of the library as determined by JCL with no prior approval from the City. The City, however, may recommend changes to the operational hours of the library, and JCL agrees to reasonably consider such recommendations.

3. Usage of Facilities for City Functions. JCL agrees to allow the City to use the Facility for City functions upon reasonable notice, and in the event the Facility is not otherwise reserved for use by another party during regular library hours of service.

4. Usage and Maintenance Fee. JCL agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of $1,500.00 per month. The Fee shall be paid monthly by the first day of each month.

5. Security. JCL shall be solely responsible for securing the Library Site and safeguarding JCL materials used in the operation of the public library at the Library Site. The City agrees all such security measures are the sole prerogative of JCL. JCL will provide the City with appropriate keys should locks or automated access be changed.

6. Maintenance of Library Site and Payment of Utilities. JCL agrees to maintain and keep in good repair the Library Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Library Site and to make all payments due for utilities used for the Library Site in a timely manner.

SECTION FIVE: COMMUNICATION; SHARING OF EXPENSE FOR SIGNIFICANT CAPITAL IMPROVEMENTS

1. The Library designates the Building Maintenance Engineer to be the contact for the City to discuss repairs or building maintenance needs. Requests for repairs will come from this designee.

2. The Library designates the Branch Manager of Gardner, Edgerton, and Spring Hill Libraries to be the contact for events, requests to use the Facility, or other non-maintenance related issues.

3. ~~The Library and the City agree that they will undertake certain significant capital improvements that must be made to the Facility to keep it in good repair.~~ For purposes of this Agreement, the Library and the City agree that "significant capital improvements" are defined to be those capital improvement projects identified in the Library Capital Improvement Program attached to this Agreement in Exhibit A. The Library and the City agree to (a) a one-time cost-share of the expenses in order to make significant capital improvements for items listed at Funded Projects on Exhibit A and (b) meet and confer regularly to reach agreement on the timetable for making the significant capital improvements listed as Unfunded Project on Exhibit A.

4. The Library and the City agree to meet once per year (in the spring) to discuss the condition of the building, plans for capital expenses, and the overall agreement.

SECTION SIX: FAILURE TO MAKE REPAIRS

The City agrees to respond promptly when advised of needed repairs or service for the Facility, the surrounding grounds, sidewalks, and parking. In the event that the City does not, within a reasonable period of time, respond to the call for repair or services, JCL may undertake such repair or service on its own, and the City agrees to reimburse JCL for the reasonable cost of any such repair or service. This Section applies to everyday maintenance items and does not apply to significant capital improvements as described in Section Five.

SECTION SEVEN: TERM

The term of this Agreement shall be one year beginning January 1, 2027 through December 31, 2027, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

SECTION EIGHT: INSURANCE AND HOLD HARMLESS

1. City's Insurance. The City shall maintain commercial general liability insurance for the Facility in the amount of at least $500,000 per occurrence. Such insurance shall include provisions providing for the City to indemnify, defend, and hold JCL harmless for all loss that may occur or be claimed on or about The Facility resulting from the City's acts or omissions, or of its agents or employees. The City also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on any personal property used, stored, or kept at The Facility by the City. The City agrees to furnish JCL with certificates of insurance reflecting the above requirements.

2. JCL's Insurance. JCL shall maintain commercial general liability insurance for such premises and its operations at the Facility in the amount of at least $500,000 per occurrence, and shall name City as an additional insured. Such insurance shall also include provisions providing for JCL to indemnify, defend, and hold City harmless for all loss that may occur or be claimed on or about The Facility resulting from JCL's acts or omissions, or the acts or omissions of its agents, employees, or invitees. JCL also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on its personal property used, stored, or kept at The Facility. JCL agrees to furnish City with certificates of insurance reflecting the above requirements, or to provide certification that all such requirements are being met through insurance provided on behalf of JCL by Johnson County Risk Management.

3. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an

appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

4. Kansas Tort Claims Act. Nothing herein shall be construed as either the City or JCL waiving the immunities and liability limitations afforded to them by the Kansas Tort Claims Act. Additionally, the parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) and the Kansas Budget Law (K.S.A. 79-2935 *et seq.*), and amendments thereto.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 20____.

CITY OF EDGERTON, KANSAS

_____
Donald Roberts, Mayor

ATTEST:

_____
Alex Firth, Assistant City Clerk

APPROVED AS TO FORM:

_____
Todd Luckman, City Attorney

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

_____
David Simms, Chair

ATTEST:

_____
Charles McAllister, Vice Chair

APPROVED AS TO FORM:

_____
Andrew V. Logan, Jr., Attorney

Exhibit A

City of Edgerton
Library Capital Improvement Program
2027-2031

COMPLETED PROJECTS

JCL Priority Rating	Project Name	Project Description	CIP Budget	City Funding	JCL Funding	Anticipated Start
		TOTAL	**$ -**	**$ -**	**$ -**	

FUNDED PROJECTS

JCL Priority Rating	Project Name	Project Description	CIP Budget	City Funding	JCL Funding	Anticipated Start
1	HVAC	Replace aging HVAC system for the building.	$ 75,000	$ 75,000	$ -	
2	Flooring	Replace aging carpet/flooring for the building.	$ 22,000	$ 22,000	$ -	

Unfunded Projects

JCL Priority Rating	Project Name	Project Description	Estimated Cost

Exhibit A

Exhibit A

Anticipated Complete

Anticipated Complete
2027
2029

Exhibit A

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City Council Action Item

Council Meeting Date: November 12, 2026

Department: Facilities

Agenda Item: Consider Annual Holiday and Event Closures for The Greenspace for 2027.

Background/Description of Item:
At the February 26, 2026 Council Meeting, City Council approved closing The Greenspace building during all City-observed holidays, several actual holidays, and large events which utilized The Greenspace. For 2027, Staff recommends the following building closure schedule.

Full-Day Closure
- Friday, January 1, 2027 (*New Years Day*)
- Monday, January 18, 2027 (*MLK Jr. Day*)
- Monday, May 31, 2027 (*Memorial Day*)
- Saturday, June 19, 2027 (*Juneteenth*)
- Sunday, July 4, 2027 (*Independence Day*)
- Monday, September 6, 2027 (*Labor Day*)
- Thursday, November 11, 2027 (*Veterans Day*)
- Thursday, November 25, 2027 (*Thanksgiving*)
- Friday, November 26, 2027 (*Thanksgiving After-Eve*)
- Friday, December 24, 2027 (*Christmas Day - Observed*)
- Saturday, December 25, 2027 (*Christmas Day*)
- Friday, December 31, 2027 (*New Year's Day – Observed*)
- Saturday, January 1, 2028 (*New Year's Day*)

Community Events (NO RENTALS)
- Saturday, June 5 (*Summer Block Party*)
  - *No rentals after 12pm*
- Saturday, July 3, 2027
  - *No rentals after 12pm*
- Friday, September 10, 2027 (*Meat Inferno*)
  - *Building closes for public use at 2:00pm*
- Saturday, September 11, 2027 (*Meat Inferno*)
  - *Fitness Room open for public use*
- Saturday, October 9, 2027 (*Motors & Monsters*)

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Annual Holiday and Event Closures for The Greenspace for 2027.

Enclosed: N/A

Prepared by: Levi Meyer, Parks and Recreation Director

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Edgerton, KS 66021
P: 913.893.6231
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City Council Action Item

Council Meeting Date: November 12, 2026

Department: Administration

Agenda Item: Consider 2027 Funding Recommendations for the Human Service Fund

Background/Description of Item:

During the annual budget process for 2027, Edgerton City Council approved an allocation of $5,000 to United Community Services for the Human Service Fund. The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for determining allocations from this fund. Enclosed is the 2027 Human Service Fund Recommendations Report for review. As a participating jurisdiction, Edgerton City Council has been asked to review and approve the funding recommendations no later than December 31, 2026.

The Human Service Fund offers local governments a cost-efficient, accountable method to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address work support services, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for funding guidelines.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with others in the community.

In 2025, programs receiving Human Service Fund grants provided service to more than 65,000 Johnson County residents in need. These programs benefit more than just the individual and their family; they benefit the entire community, including local government. Without a strong human service infrastructure to address issues such as unemployment, lack of childcare, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, communities will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

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

Funding Source: General Fund – General Government

Budget Allocated: $5,000

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

Recommendation: Approve 2027 Funding Recommendations for the Human Service Fund

Enclosed: 2027 Human Service Fund Recommendations Report

Prepared by: Kara Banks, Assistant to the City Administrator

United Community Services of Johnson County

Board Members
Dr. L. Michael McCloud, PhD
Dr. Putul Allen, MD
Hon. Jenifer J. Ashford
Rev. Cheryl Jefferson Bell
Dr. Graciela Couchonnal
Erik Erazo
Molly Haase
Rogeana Patterson-King
Dawn Rattan
Mickey Sandifer
Nolan Sunderman
David E. Waters
Vicki Webster
Michael Wilson
Non-voting:
Jeff Short
Aaron Otto

Council of Advisors
Mary Birch
Pat Colloton
Dr. Stuart Day
Hon. Peggy Dunn
Jeff Ellis
Rev. Adam Hamilton
Ellen Hanson
Terrie Huntington
Audrey Langworthy
Hon. Mike Kelly
Penny Postoak Ferguson
Jill Quigley
Tom Robinett
Clint Robinson
Carol Sader
Brad Stratton
Charlie Sunderland
Hon. Stephen Tatum
David Warm

Executive Director
Kristy Baughman

September 23, 2026

To: Beth Linn, City Administrator

From: Kristy Baughman, Executive Director

RE: 2027 Human Service Fund Recommendation Report

The United Community Services (UCS) Board of Directors has prepared its 2027 Human Service Fund allocation recommendations. The 2027 Human Service Fund Recommendation Report is attached, print copies are available upon request.

UCS is sincerely grateful for the funding from the participating jurisdictions which resulted in total funding of $503,898. This was a competitive grant year, with applicants requesting more than the available funds. During 2027, HSF allocations will benefit Johnson County residents who will be served through 18 programs recommended for grants. Thanks to your support, in 2025, programs receiving Human Service Fund grants provided over 243,000 units of service to more than 65,000 Johnson County residents.

The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for approving UCS' recommendations for Human Service Fund grants. **The city of Edgerton is requested to approve the recommendations and notify UCS no later than December 31, 2026.** After that date, the recommendations will stand as presented.

If you have any questions about the recommendations or process, please contact Erika García Reyes at erikag@ucsjoco.org or (913) 689-2325. We appreciate your support of this county-wide partnership. Thank you.

CC: Dusti Callahan, Kara Banks
Enclosure: 2027 Human Service Fund Recommendations Report

United Community Services of Johnson County

2027 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Board Members
Dr. L. Michael McCloud, PhD
Dr. Putul Allen, MD
Hon. Jenifer J. Ashford
Rev. Cheryl Jefferson Bell
Dr. Graciela Couchonnal
Erik Erazo
Molly Haase
Rogeana Patterson-King
Dawn Rattan
Mickey Sandifer
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Carol Sader
Brad Stratton
Charlie Sunderland
Hon. Stephen Tatum
David Warm

Executive Director
Kristy Baughman

Human service programs are vital to the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and county government leaders for recognizing the important role of local government in supporting human service programs. Together, Johnson County Government and 14 cities have budgeted $503,898 for the **Human Service Fund** (HSF) in 2027.

HSF received eighteen applications requesting a total of $504,494 in funding. Two applicants are awarded through the Small Grants Program, which provides grants of less than $5,000 for new, growing, and/or grassroots organizations working to build their footprint and grant capacity.

The HSF offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents in every city and township facing difficult circumstances. Funding is competitive and is awarded to local nonprofit agencies that provide vital programs to meet the needs of Johnson County residents whose income is at or near the federal poverty level. Priority is given to programs that address work support services, emergency aid and shelter, child/adult abuse, child welfare, and healthcare. (See Appendix B for all funding priorities.)

Agencies recommended for grants work collaboratively with other organizations in the community. Funding recommendations represent the maximum HSF award for the calendar year(s), and UCS is not responsible for reductions in grant awards that may occur due to a reduction in allocated funds by participating jurisdictions.

Thanks to your support in 2025, programs receiving HSF grants provided over 243,000 units of service to more than 65,000 Johnson County residents. These “units of service” included medical and dental appointments, mental health supports, nights of safe housing, counseling and case management, emergency rental and utility assistance, food pantries, employment training, and more. These programs benefit more than just the individual and their family; the entire community, including local government, benefits.

By investing in strong human service supports—such as childcare, transportation, housing, healthcare, and family services—our community can foster safer neighborhoods, healthier families, and greater economic stability. A well-supported infrastructure not only strengthens quality of life for all residents but also fuels long-term growth by reducing costs, increasing tax revenue, and creating the foundation for a thriving, connected community.

Jurisdictions are asked to accept the funding recommendations by December 31, 2026.

9001 W. 110th St., Ste. 100 • Overland Park, KS 66210
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2027 Human Service Fund Applicant History and Recommendations

Small HSF Grant Applicant	2025 Grant	2026 Grant	2027 Recommended	HSF Small Grant Program Description Small grants launched in 2022, grants in amounts <$5,000
Community Center of Shawnee	$4,950	$4,995	$4,995	**Transportation support:** Provides fuel cards to maintain shelter, job search and stability, and attend medical appointments.
Fountain of Life	$4,950	$4,999	$4,999	**Access for All Mental Health Program (formerly Healthy GenerAsians):** Promotes cultural linguistic health equity for limited English proficient (LEP) individuals and families.

Regular HSF Grant Applicant	2025 Grant	2026 Grant	2027 Recommended	HSF Regular Grant Program Description
CASA of Johnson & Wyandotte	$45,000	$50,000	$50,000	**Child Advocacy Services:** Court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or high concern for safety and placement.
Catholic Charities of NE Kansas (CCNEK)	$67,000	$60,000	$59,404	**Emergency assistance and supportive housing:** Includes case management for low-income families to meet basic needs and work toward self-sufficiency.
Center of Grace	$7,500	$10,000	No Request	**English Language Learner Preschool:** Free preschool for English language learner children, supporting caregivers as they attend JCCC classes at Center of Grace.
El Centro, Inc.*	$25,000	$35,000	$35,000	**Johnson County Family Services:** Supports low-income, under/uninsured households through economic empowerment (emergency assistance and financial literacy), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	$9,740	$16,193	No Request	**Community Connections YouThrive (CCYT):** Supports youth aging out of foster care by assigning specialists who offer guidance and connecting them to necessary resources for a smoother transition into adulthood.
Futures First	No Request	No Request	$20,000	**Family Child Care Network:** Helps individuals start and sustain licensed in-home childcare businesses. Services include individualized coaching, training and professional development and licensing support.
Growing Futures	$20,000	$25,000	$45,000	**Wrap-Around Care:** Covers pre-kindergarten childcare costs for low-income families, supports full-time education/employment of caregivers, and provides family support that results in strong kindergarten preparedness.
Health Partnership Clinic	$49,500	$57,500	$57,500	**Medical home for low-income uninsured:** Provides free and sliding-scale healthcare, dental care, and behavioral healthcare, through a medical home model, for uninsured and low-income residents.
Hillcrest Ministries of MidAmerica	$10,000	$10,000	$10,000	**Transitional Housing for Youth and Families:** Offers transitional housing and supportive services, including case management, budget counseling, and life skills development for youth, single adults, and families experiencing homelessness.
HopeBUILDERS	$5,000	$10,000	$10,000	**Accessibility and Home Repair:** Provides accessibility modifications and home repairs for older adults and individuals with disabilities to support safe, adequate housing, and retention of affordable housing.
Inclusion Connections	$10,000	$10,000	$10,000	**Connections/PawsAbilities:** Helps adults with developmental disabilities secure and maintain competitive employment through individualized coaching and transportation support.
Kansas Children's Service League (KCSL)	$20,000	$20,000	$20,000	**Healthy Families Kansas City:** Offers home-based education and family support for new parents whose children are at risk of abuse or neglect, promoting positive parenting and child safety.

Kansas Parents as Teachers	$5,000	No Request	No Request	**Bright Futures:** In-home assistance program providing developmental, social-emotional, and health screenings for children, along with resources for families to support family health and reduce the need for foster care.
KidsTLC	$25,000	$29,193	$15,000	**THRIVE Respite (formerly part of Thriving Communities):** Provides a respite service for youth experiencing significant behavioral health challenges, along with wrap-around family support.
Metropolitan Organization to Counter Sexual Assault (MOCSA)	No Request	$15,000	$15,000	**Preventing Sexual Violence in Johnson County Schools:** Implements age-appropriate prevention programs in schools to educate students, staff, and caregivers on recognizing, preventing, and responding to sexual violence.
NCircle*	$30,000	$35,000	$35,000	**Reentry:** Intensive, on-site 30-day cognitive and behavioral therapy, skills training, financial literacy, and job placement assistance for clients in Department of Corrections custody assessed as high risk for recidivism and unprepared to obtain/maintain employment.
Pathway to Hope	$10,000	$0	No Request	**Reclaim Living:** Empowers adults with serious mental illness to maintain stable housing and employment by providing job training, transportation, work tools, attire, and ongoing support.
Safehome	$24,000	$24,000	$34,000	**Safehome's Shelter:** Provides case management services for clients of the domestic violence shelter, including emergency shelter, housing assistance, therapy, legal services, and advocacy.
Salvation Army	$25,000	$10,000	$10,000	**The Family Lodge and transitional housing**: Offers transitional housing for families experiencing homelessness, including related services and comprehensive case management utilizing strengths-based case management.
Sunflower House*	$47,000	$47,000	$47,000	**Personal Safety Education:** Personal safety, education, and prevention programs for children and youth. Prevention and education programs for childcare professionals and caregivers, including mandated reporters.
Subtotal Regular HSF	$434,740	$463,886	$472,904	
Subtotal Small HSF	$9,900	$9,994	$9,994	
Administration	$28,500	$31,000	$31,000	Fee for administration of HSF.
Total	$473,140	$504,880	$513,898	The 2026 federal poverty level for a family of three is $27,320. For more information *see Appendix C.*

*Applicants are returning grantees with established programs for which jurisdictions approved a two-year funding recommendation for 2026 and 2027 and the returning grantee met requirements of continued performance, timely semi-annual reporting, and affirmed that it wishes to continue substantially the same program at the same level of funding in calendar year 2027.

HSF Funding Recommendations by Program Type



The HSF funding priorities are determined every year to reflect the needs of the community. Components of the safety net investment supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness, and personal safety.

Programs funded change year over year. The chart on the left provides a visual illustration of how the funding was distributed in this cycle.

2027 HSF *Small Grants* Recommendations

HSF Small Grants were developed and launched in 2022, after consultation with contributing jurisdictions. HSF Small Grants are awarded in amounts of less than $5,000 for agencies that are new, growing, and/or grassroots and working to build their footprint and grant capacity in Johnson County. As with regular HSF applicants, these nonprofits must meet Human Service Fund guidelines (*see* Appendix B), including funding priorities, eligibility criteria, and reporting requirements. A total of $9,994 is recommended for these applicants in 2027.

Community Center of Shawnee

$4,995
Recommendation

Request
$4,995

Funding is recommended to support the Community Center of Shawnee's enhanced focus on fuel assistance, as part of its emergency assistance program. This program aims to promote the self-sufficiency of Johnson County's low-income residents by addressing transportation as a critical barrier to employment, healthcare, and essential services. Support includes fuel cards that allow residents to maintain access to jobs, medical appointments, and daily necessities.

2027 Results Projected: The Community Center of Shawnee expects to provide 360 individuals with 600 units of service for transportation fuel cards to obtain and maintain employment and attend medical visits.

Outcomes achieved during 2025: Community Center of Shawnee served 1,295 Johnson County residents. To address transportation needs, the Center provided 496 fuel gift cards, an average of 40 cards per month. Other transportation supports provided included: one car battery, two flat-tire repairs, five car parts, and two tows. These supports helped households maintain employment, access healthcare, and secure shelter.

Fountain of Life Inc.

$4,999
Recommendation

Request
$4,999

Funding is recommended to support Fountain of Life, which provides affordable counseling, free psychosocial education groups, and family bonding experiences. The program benefits Johnson County residents who are limited English proficient (LEP) and low-to medium-income—and serves a gap of affordable mental healthcare in a linguistic and culturally relevant manner.

2027 Results Projected: Fountain of Life expects to serve 100 individuals with 278 encounters. Program results include increased mental health and wellness through culturally sensitive services.

Outcomes achieved during 2025: Fountain of Life served 21 Johnson County residents. Among participants, 100% of clients who received individual therapy experienced improved mental health and wellness, as shown through increased use of healthy coping skills and reductions in maladaptive behaviors. Additionally, 100% of clients who participated in psychosocial education sessions and completed post-seminar surveys reported increased knowledge of psychosocial and social-emotional skills. These outcomes demonstrated growth in clients' overall mental wellness and resilience.

2027 HSF Regular Grants Recommendations

In response to the growing need and limited funding available, the grant review committee maintained a maximum grant award of $60,000 in 2027.

Note: Applicants designated with an asterisk (*) are returning grantees with established programs for which jurisdictions approved a two-year funding recommendation for 2026 and 2027. The two-year funding recommendation is contingent on: 1) continued agency performance and timely semi-annual reporting; 2) jurisdiction funding commitment and review; and 3) agency affirmation that it wishes to continue substantially the same program at the same level of funding from HSF in 2027.

CASA of Johnson and Wyandotte Counties

$50,000 Recommendation

Request $50,000

Funding is recommended for the Child Advocacy program, a court-appointed program serving children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a "Child in Need of Care" due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a family court judge when child safety and placement are of great concern in a high-conflict divorce or separation. In these cases, the judge determines if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child's situation, including safety, mental health, and education needs. The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, along with the CASA supervisor, to identify service needs. CASA submits a report to the judge that includes information about the child's statements, behavior, and interaction with parents. These reports inform judges' critical decisions about where children should live and what services should be court-ordered.

2027 Results Projected: CASA expects to serve 340 Johnson County children. Anticipated outcomes are: 95% of children will be safe from additional findings of abuse or neglect; 98% of children will have a stable adult presence by maintaining the same CASA Advocate throughout their court involvement; and 85% of youth participating in the Teen Advocacy Program will graduate from high school.

Outcomes achieved during 2025: The presence of a stable adult is a key factor in building resilience from a history of trauma. 98% of children served by CASA had the same volunteer advocate throughout their court involvement. While assigned to a CASA advocate, 100% of children were safe from additional victimization, as defined by a subsequent affirmed/substantiated report of additional abuse or neglect. Of the youth served who were eligible for graduation or working towards obtaining a GED, 100% were successful (graduated or earned a GED). This percentage for academic milestones far exceeds the state average for children in foster care.

Catholic Charities of Northeast Kansas (CCNEK)

$59,404 Recommendation

A total of $59,404 is recommended for CCNEK's emergency assistance and supportive housing program that operates out of two locations in Johnson County. The program provides direct assistance and strengths-based case management for low-to-moderate income families, without regard to religious affiliation. Emergency assistance services include those that meet residents' basic needs such as food, clothing, and shelter, as well as financial assistance for medical expenses, utilities, childcare, and transportation. CCNEK's case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

Request
$60,000

2027 Results Projected: CCNEK expects to serve 20,453 Johnson County residents with assistance, such as clothing, food, and financial support to maintain housing and utilities. Anticipated outcomes are: 95% of households receiving direct financial assistance will maintain stable housing or utility connections for at least 30 days; 85% of participants will demonstrate increased financial knowledge; and 50% of participants will receive at least one referral to additional services, either within CCNEK or through external partner agencies.

Outcomes achieved during 2025: CCNEK served 17,729 Johnson County residents. 82% of households receiving direct financial assistance showed an increase in financial knowledge. 68% of households receiving direct financial assistance were referred to other services, internal or external, through the case management process. 76% of households receiving financial assistance were helped with access to other public benefits, including Department for Children and Families programs, such as the Supplemental Nutrition Assistance Program (SNAP), Medicaid, or Child Care Assistance. Households who qualified were also helped with access to Social Security Administration programs, including Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI). 100% of households receiving direct financial assistance maintained stable housing for 30 days.

El Centro, Inc.*

$35,000
Recommendation

Second-year funding is recommended for El Centro's Johnson County Family Services Center in Olathe, which provides safety-net services to low-income and underinsured or uninsured individuals and families. Services promote self-sufficiency, well-being, and health through emergency assistance, financial literacy classes, tax filling assistance, health navigation—filing support for benefits such as Medicaid, and policy education.

Request
$35,000

2027 Results Projected: El Centro expects to serve 2,500 Johnson County residents at the Olathe office. Anticipated outcomes are: support 40 households in maintaining utility services and 30 households in sustaining rental housing, while at least 70 individuals are expected to complete financial empowerment classes. To improve client economic stability, El Centro will assist with 1,200 tax filings, 100 Supplemental Nutrition Assistance Program (SNAP) enrollments, 20 Low Income Energy Assistance Program (LIEAP) enrollments, and 250 Medicaid sign-ups. In the area of health and wellness, 400 clients will access health resources, and 200 participants will engage in healthy eating classes.

Outcomes achieved during 2025: El Centro's programming continues to adjust to meet the needs of its community. Clients' immediate basic needs were met: 69 households received utility assistance, 63 households received rent assistance, and 345 individuals completed financial coaching to support long-term financial stability. 1,968 people were assisted in filing their taxes. 148 individuals were assisted in applying for SNAP and received benefits. With El Centro's support, 539 individuals enrolled in Medicaid. 611 individuals were referred to a community healthcare resource. 238 individuals completed a class about eating healthy on a budget.

Futures First (formerly The Family Conservancy)

$20,000 Recommendation

Request $20,000

Funding is recommended for a new applicant, Futures First's Family Child Care Network program, which helps individuals start and sustain licensed in-home childcare businesses. Services include information sessions introducing the childcare profession, coaching, training, business development and licensing support, along with assistance with applications, training requirements, background checks, and inspections.

2027 Results Projected: Futures First will serve 266 Johnson County residents through 2,698 hours of service. Anticipated outcomes are: 80% of the 15 providers that joined the Family Child Care Network in 2026 will have their in-home childcare business operational within nine months of joining; 80% of the approximately 15 family childcare businesses that opened in 2026 will remain operational and open for business for 12 months; the Family Child Care Network will support quality child care for approximately 768 children and their families; and 80% of providers that completed business coaching will have increased in a Business Administration Scale (BAS) subscale category or achieved Proficiency (with a score of 5) in their chosen subscale.

Growing Futures Early Education Center

$45,000 Recommendation

Request $45,000

An increase of $20,000 in funding, for a total of $45,000, is recommended for Growing Futures' Wrap Around Care (WAC) Program. WAC complements the Head Start program, providing full-day care and education from 7:15 a.m. to 4:30 p.m., Monday-Friday. Families served by Growing Futures are living at or below federal poverty guidelines. Nearly half of Growing Futures families speak English as a second language. Through the HSF grant, WAC helps low-income families experiencing financial hardships who are unable to pay their share of childcare fees and who are working or going to school for at least 30 hours per week. WAC allows for continuity of early childhood care and education while parents are working or attending school. Growing Futures also provides resources and support for families to achieve self-sufficiency, including connection to health, nutrition, social services, mental health services, parental education, and parenting events. Affordable, quality childcare is an acute need in Johnson County.

2027 Results Projected: Through the WAC program, Growing Futures will provide over 4,172 hours of care for enrolled children, serving an estimated 176 Johnson County residents. Anticipated outcomes are: children will maintain daily attendance rates of 85%, supporting caregivers in maintaining employment and/or education; fewer than 5% of children will leave the program due to inability to pay tuition, ensuring that children obtain a high-quality Head Start education; and 85% of families will achieve at least one goal, based upon family-determined strengths and goals.

Outcomes achieved during 2025: The average attendance for Wrap Around Care was 84% in 2025. Due to a loss of childcare subsidy benefits or inability to pay out-of-pocket costs, four children left the program. 52% of the assisted families achieved steps toward the completion of a large family goal, such as maintaining employment, learning English, purchasing a first home, or working toward a GED. Some of the goals set by families take longer to accomplish, or family situations change, and goals have to be reestablished.

Health Partnership Clinic (HPC)

$57,500 Recommendation

Request $57,500

Funding is recommended for HPC's medical home for low-income, uninsured Johnson County residents. Healthcare is provided at Health Partnership Clinic's office in Olathe, a pediatric clinic located in Shawnee Mission, and a school-based clinic at Shawnee Mission West High School. Funding helps to support a nurse practitioner who provides care to uninsured patients at the Olathe Clinic. HPC's patients are primarily low income, and the majority are uninsured or publicly insured. HPC is Johnson County's largest safety-net clinic and only Federally Qualified Health Center. It utilizes a medical home model that emphasizes prevention and health maintenance, while providing a broad scope of services, including care for patients with chronic diseases. HPC also provides dental and behavioral health services and works in partnership with homeless shelters, delivering onsite healthcare services and case management. Specialty care is provided through a network of providers.

2027 Results Projected: HPC will serve 9,400 Johnson County residents through 25,500 patient office visits or encounters. Anticipated outcomes are: 90% of patients surveyed will indicate satisfaction with their overall care; 66% of diabetic patients will achieve HgA1c levels of 9.0 or below; and 60% of hypertensive patients will achieve blood pressure readings below 140/90.

Outcomes achieved during 2025: HPC served 10,902 patients through 25,475 patient visits in and outside of Johnson County. HPC quality indicators included 64% of diabetic patients achieved an A1c level of 9.0 or below, and 56% of patients diagnosed with hypertension had blood pressure readings less than 140/90. HPC's dental outreach program also provided a significant service to the community through screening services to 5,352 students during the 2025 school year. 94% of patients surveyed indicated they were either satisfied or very satisfied with the overall care they received as a patient.

Hillcrest Ministries of MidAmerica

$10,000 Recommendation

Request $10,000

Funding is recommended for Hillcrest's Transitional Housing program, which provides housing to homeless youth, up to age 24, families with children, and single adults. The program also provides food, case management, and budget counseling. Participants are connected to community services that address immediate and ongoing needs, such as medical, dental, and vision, substance abuse treatment, employment training, tutoring, and mentoring.

2027 Results Projected: Hillcrest expects to serve 12 homeless children, youth, and adults in Johnson County by providing safe, stable transitional housing, inclusive of shelter and utilities, at no cost. Anticipated outcomes are: 80% of Hillcrest residents will demonstrate improved mental health by moving from "in crisis" to "building capacity," (based on the Arizona Matrix), upon graduation from the Hillcrest program; 75% of Hillcrest residents will demonstrate improved capacity for self-sustainability through at least one of the following: improved education, sustained employment status, or decreased financial debt; and 65% of Hillcrest residents will demonstrate reduced stress symptoms after 3, 6, 9, and 12 months in the program.

Outcomes achieved during 2025: 21 Johnson County residents were served through 1,693 nights of transitional housing. Five youths and eight adults experiencing homelessness received an individual assessment and achieved at least one goal from their assessment plan. Six adult households completed the program and moved on to permanent housing.

Five youth worked toward their educational goals and eight adults maintained employment over the course of the year. Over 1,000 volunteer hours were recorded, and $25,000 in-kind donations were received in 2025.

HopeBUILDERS

$10,000 Recommendation

Request $10,000

Funding is recommended for HopeBUILDERS' home repair/home accessibility program. HopeBUILDERS provides free home repair, modification, and accessibility projects for low-income older adults and individuals with disabilities. Projects include critical home repairs, as well as modifications that allow individuals to remain in their homes safely. Referrals to the program are provided by various agencies throughout the area, ensuring support reaches those in need.

2027 Results Projected: HopeBUILDERS expects to serve 10 Johnson County residents. Anticipated outcomes are: households served will have access to no-cost accessibility modifications or repairs, resulting in 20 projects. Clients served by the program will have increased mobility in and around their residence. These outcomes will lead to 100% of clients feeling safe in their home, more confident in their ability to age in place, and reduction in falls.

Outcomes achieved during 2025: HopeBUILDERS provided, at no cost, 34 accessibility modifications and home repair projects to 17 Johnson County residents. Projects included wheelchair ramp installations, handrails, and bathroom grab bars, which allowed for increased mobility in the home and safe egress. Accessibility and home repair projects allowed household members and their extended families greater ability to care for themselves with less dependence on outside services.

Inclusion Connections

$10,000 Recommendation

Request $15,000

Level funding, for a total of $10,000, is recommended for Inclusion Connections' PawsAbilities Workforce Development Program, which serves individuals with intellectual and developmental disabilities (I/DD). The program provides year-round services with a focus on education, employment, and independent living. Through job coaching, skill development, and transportation support, the program helps participants obtain and maintain competitive integrated employment, fostering long-term independence and stability.

2027 Results Projected: Inclusion Connections expects to serve 240 Johnson County residents through its year-round education, employment, and independent living programs. Anticipated outcomes are: at least 85% of students will report improved quality of life and greater well-being; at least 280 students will also gain work experience and strengthen employment skills through PawsAbilities; and jobholders in the program are expected to achieve a 90% job retention rate.

Outcomes achieved during 2025: Inclusion Connections' PawsAbilities supported 267 students to gain work experience and strengthen their employment skills. 95% of students and guardians reported an improved quality of life due to gaining or maintaining employment, and 97% felt more included in their community. Additionally, 95% of students reported feeling more independent, and 76% reported their confidence improved. 95% of jobholders in the program retained their positions during the year.

Kansas Children's Service League (KCSL)

$20,000 Recommendation

Request $20,000

Funding is recommended for KCSL's Healthy Families Kansas City, a child abuse prevention program accredited through Healthy Families America (HFA). The program was formed by combining and expanding the service areas of the Healthy Families Johnson and Healthy Families Wyandotte programs under one name. Healthy Families Kansas City provides intensive home-based education and family support services to parents who are experiencing extreme stress and are considered at risk for abuse and neglect. Eligibility is based on risk factors rather than income. However, most participating families are low-income (at or below 200% of the Federal Poverty Level). Families receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and links to healthcare services.

2027 Results Projected: KCSL expects to serve 125 Johnson County individuals. Anticipated outcomes include: 95% of families will not have any substantiated child abuse or neglect while in the program; 90% of children will be covered by health insurance; and 90% of children will have had a developmental screening in the last six months.

Outcomes achieved during 2025: 100% of families served by the program remained free from substantiated abuse and neglect while in the program. Of the children enrolled in the program for at least six months, 100% of children had health insurance. Additionally, 88% of enrolled children had a recent developmental screening (within the past six months), supporting immediate and long-term health and educational attainment of the children and families.

KidsTLC

$15,000 Recommendation

Request $15,000

Funding is recommended for KidsTLC's THRIVE Respite program (formerly part of Thriving Communities). The THRIVE Respite program is a 10-bed respite service for youth, ages 6-16, who are experiencing significant behavioral health challenges that pose a considerable risk of crisis, major family disruption, or the need for more intensive interventions. THRIVE provides caregivers with planned overnight respite for their child (Friday-Sunday). Youth reside in a safe, trauma-informed residential environment and are supervised by highly trained program facilitators. Youth are eligible through a Community Mental Health Center referral and qualify through the Severe Emotional Disturbance (SED) waiver, or through private pay. While income is not a requirement, more than 60% THRIVE clients are below 200% of the Federal Poverty Level and approximately 75% are Medicaid eligible. THRIVE offers personalized care plans tailored to specific mental and behavioral health concerns, along with wrap-around family support.

2027 Results Projected: KidsTLC estimates serving 15 Johnson County residents. Anticipated outcomes include: 85% of families will indicate their child had no acute stays or law enforcement officer contact for 30 days leading up to a service change or 30 days following a service change. 90% of families will indicate they feel they have better access to community resources to assist their child; and 90% will report satisfaction with services.

Outcomes achieved during 2025: Through its Thriving Communities, KidsTLC continued to strengthen its role within the continuum of care by supporting families and youth in transition between services. 85% of families reported that youth in the program experienced no need for crisis law enforcement officer response or acute hospitalization in the 30 days leading up to or following a service change or discharge. 87% of families indicated they had better access to community resources to assist their child. 100% of families reported satisfaction with services, underscoring continued confidence in KidsTLC's supportive and responsive approach to family-centered care.

Metropolitan Organization to Counter Sexual Assault (MOCSA)

$15,000
Recommendation

Request
$16,000

Level funding, for a total of $15,000, is recommended for MOCSA's Preventing Sexual Violence in Johnson County Schools program, including Project Aware, Youth Education, and Sexual-Assault Free Environments (SAFE) Training. Project Aware educates students pre-K through 5th grade about body safety in an age-appropriate manner and teaches adults about their role in preventing child sexual abuse. Youth Education provides information on topics including sexual assault, healthy relationships, consent, and sexual harassment. These education programs, offered in schools at no cost, reduce the likelihood that children and youth will perpetrate sexual violence or become victims of sexual assault and abuse. SAFE Training enhances personal safety by training staff at bars and restaurants in vital bystander intervention techniques to identify potential signs of predatory behavior through a "Notice-Interrupt-Support" model.

2027 Results Projected: MOCSA estimates serving 15,000 Johnson County residents. Anticipated outcomes include: 95% of youth participating in Project Aware will know the three safety rules: Say No, Get Away, and Tell Someone; 90% of youth surveyed through youth education and outreach will know at least one thing they can do to prevent or reduce the risk of sexual violence; and 80% of SAFE Training participants will demonstrate increased knowledge as a result of the education they received.

NCircle*

$35,000
Recommandation

Request
$35,000

Second-year funding is recommended for NCircle's reentry program, which provides onsite staff five days a week at the Johnson County Adult Residential Center (ARC). The intensive 30-day program serves individuals in Department of Corrections custody who are scheduled for release, have been assessed as high risk for recidivism, and are unprepared to obtain or maintain employment. Led by a certified Offender Workforce Development Specialists (OWDS), the program provides critical cognitive and behavioral therapy to support employment readiness. In addition, career track assessment, Essential Skills for Workplace Advancement (10 hours/week), job coaching (10 hours/week), and life skills (3 hours/week) are provided. Participants demonstrate an increased rate of employment, increased income, and decreased recidivism, as compared to nonparticipants. This results in cost savings for local government and the judicial system.

2027 Results Projected: NCircle expects to serve 50 Johnson County residents through 1,000 hours of service. Anticipated outcomes include: participants obtaining employment prior to release from the reentry program; improved job stability as measured by pre/post Employment Readiness Scale (ERS) assessment results; enhanced career readiness skills, including job search, self-efficacy, community support, and career decision-making; and improved community stability, with recidivism rates below 12% after three years.

Outcomes Achieved in 2025: NCircle clients who participated in the College of Trades showed improvement in Employment Readiness as indicated by a pre/post ERS. In 2025, 100% of clients eligible for employment were employed upon leaving the ARC. Assessments indicated a 29% improvement in client career decision-making and a 29% increase in their ability to complete a job search. Pre/post ERS assessments indicated a 21% improvement over the clients' pretests in self-efficacy, a 14% improvement in understanding social networks and supports, and a 6% improvement in understanding what it takes to keep and maintain employment.

Safehome

$34,000
Recommendation

Request
$34,000

An increase of $10,000, for a total of $34,000, is recommended for Safehome's domestic violence shelter. The facility includes 10 rooms for one adult or an adult with one child and 14 larger rooms accommodating an adult with up to three children. Most recently, an on-site pet shelter, Grace Haven, was opened. Safehome provides shelter, therapy, legal services, hospital advocacy, hotline support, and case management that include employment assistance and financial literacy to help survivors achieve long-term stability.

2027 Results Projected: Safehome will provide emergency shelter to 150 Johnson County residents for a total of 7,000 bed nights. Anticipated outcomes are: 35% of residents in shelter for any number of days will obtain permanent housing; 60% of residents in shelter for at least 45 days will obtain permanent housing; 30% of residents leaving for any reason will remain housed after six months, and 75% will not be homeless. 65% of clients will report looking for work while a resident; 90% of residents in shelter for at least four weeks will work on a budget with their case manager; 65% of residents in shelter for at least four weeks will make a plan to pay off past due bills; 85% of clients in shelter for two weeks will agree they know more ways to plan for their safety and will agree they know more about domestic violence. 50% of adult clients in therapy for four or more sessions will show an average decrease in mental health symptoms by 5%.

Outcomes achieved during 2025: Of the 39 households who stayed at least four weeks, 43% made a plan to pay off past-due bills. 66% of adult clients in therapy for four or more sessions showed an average decrease in symptoms by 5% on the Patient Health Questionnaire screener (PHQ-SADS). 73% of clients who resided at Safehome for at least 90 days transitioned from the shelter into permanent housing, with 71% of those clients remaining housed three to six months later.

Salvation Army

$10,000
Recommendation

Request
$25,000

Level funding, for a total of $10,000, is recommended to assist low- and very low-income homeless families in Johnson County with food and shelter at the Salvation Army Family Lodge and transitional housing program in Olathe. The Family Lodge is the only free-standing shelter in Johnson County. It provides food, transportation, and case management, in addition to referrals to other resources. Case managers work closely with local schools to ensure all children residing in the program have met their educational needs. Staff utilize a strengths-based approach to assist clients with goal setting, overcoming barriers to housing, and achieving long-term success. Classes and skill-building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

2027 Results Projected: The Family Lodge anticipates serving 125 Johnson County residents. Anticipated outcomes are: 90% of households that exit the program will enter permanent housing; 80% of households will increase income or decrease housing barriers; and at least five children will receive financial assistance to begin or continue daycare services.

Outcomes achieved during 2025: Over 90% of families who exited the program exited into permanent housing. 100% of families increased their income or decreased their housing debt to support living in permanent housing, and 10 families received financial assistance towards housing debt, including utility or eviction debt, rent or deposit assistance, or

transportation and employment-related costs. Additionally, 17 children were served through childcare tuition supports.

Sunflower House*

$47,000
Recommendation

Request
$47,000

Second-year funding is recommended to support Sunflower House's Personal Safety Education Program, a child abuse prevention program. Sunflower House provides child-based education and mandated reporter training free of charge. Without grant support, these programs are not sustainable. Child education is available in English and Spanish including: 1) *Happy Bear*, an interactive drama for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe,* a curriculum for grades PreK to 5th that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety* provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) *Child Abuse & Neglect - Mandated Reporter Training,* teaches attendees to recognize signs of sexual abuse, the correct procedures/laws for reporting, and how to handle a child's disclosure; 6) *Trauma Awareness* educates adults on the effects and impact of trauma and promotes understanding and awareness of trauma effects in the community; and 7) *Como Reconocer y Reportar el Abuso de Menores*, provides culturally relevant content for Spanish-speaking communities about recognizing and reporting child abuse, including special circumstances unique to these populations.

2027 Results Projected: Sunflower House will reach 38,000 Johnson County residents. Anticipated outcomes are: provide age-appropriate person safety/abuse education to at least 44,000 children; educate 8,000 adults on child abuse indicators and reporting abuse. 95% of participants will indicate that they gained new information, and 95% of adults will indicate that they will more closely monitor electronic communications of children in their care.

Outcomes achieved during 2025: Through an established Memorandum of Understanding with several school districts, and a new partnership with the Girl Scouts of Northeast Kansas/Northwest Missouri, Sunflower was able to expand its reach in 2025. Throughout the year, 40,619 children received personal safety information. A total of 7,890 adults, including 1,216 within the special needs community, received child abuse prevention education. 100% of adults who attended Keeping Kids Safe Online indicated they will more closely monitor the electronic communications of children in their care.

APPENDIX A: 2027 HSF PARTICIPATING JURISDICTIONS AND GRANT COMMITTEE

JURISDICTION	CONTRIBUTION
Johnson County	$170,600
De Soto	$3,200
Edgerton	$5,000
Gardner	$8,480
Leawood	$21,000
Lenexa	$26,500
Merriam	$11,400
Mission	$11,000
Olathe	$77,000
Overland Park	$105,000
Prairie Village	$11,500
Roeland Park	$13,218
Shawnee	$35,000
Spring Hill	$2,900
Westwood	$2,100
Total from County Government & Cities	**$503,898**
Reallocate from a 2025 unspent grant	**$10,000**
UCS Administration	$31,000
Total Available to Allocate	**$482,898**

2027 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- Michael Wilson, *Committee Chair,* Olathe Public Schools
- Dr. Putul Allen, Children's Mercy
- Dr. Graciela Couchonnal
- Rogeana Patterson-King, Kairos Enterprises LLC
- Dawn Rattan, JCCC Board of Trustees, Downtown Shareholders of KCK
- Mayor Mickey Sandifer, City of Shawnee
- Mayor David Waters, City of Westwood, Spencer Fane LLP

UCS Council of Advisors

- Terrie Huntington

Community Volunteers

- Josh Hill, Foulston Siefkin
- Jennifer Pozzuolo, Garmin
- Katie Werner, Black & Veatch

Staff support: Erika García Reyes, UCS Director of Resource Allocation and Gabrielle Porter, Special Projects Intern

APPENDIX B: 2027 HUMAN SERVICE FUND GUIDELINES

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating health and human service programs that promote self-sufficiency, well-being and/or personal safety of Johnson County residents who live with income at or near the federal poverty level. Funded programs provide pathways and opportunities for building a healthy community where every resident is empowered to reach their full potential. Components of the safety net investment that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness, and personal safety.

FUNDING PRIORITIES 2027

Health and human service programs funded by the Human Service Fund must:

- promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, education/training, work, and income supports, or health.
- offer county-wide services or fill a gap which results in county-wide benefit.
- offer equal access to all clients and prospective clients who could benefit from the program.
- deliver measurable outcomes which benefit county residents and, in the long term, benefit local governments by avoiding, deferring, or preventing costs that might otherwise be incurred by local government.

Priority is given to programs that:

- address emergency aid and shelter, adequate housing, child/adult abuse, child welfare, health and mental health, work support services such as transportation, childcare and early childhood development, and job training.
- serve individuals and/or families with income below or near the federal poverty level.
- demonstrate innovation and/or collaboration in program delivery.
- are consistent with an evidence-based program, best or promising practices, or are replicating a successful model.
- build the capacity of neighborhoods and local jurisdictions to support equity in the social determinants of health.

ELIGIBILITY

- Applicants must deliver direct services to Johnson County residents, be recognized by the IRS under section §501(c)(3), provide health and human services programming as their primary mission, and be in good standing in Kansas or Missouri as a nonprofit corporation, i.e., may not be an entity of city or county government.
- Agency must provide most recent IRS form 990 and, if requesting $5,000 or greater in HSF funds, an independent certified audit of the previous year's financial records, or, if total agency revenues were less than $250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may be requested to provide additional financial information.
- The applicant complies with Agency Standards.
- Applicant affirms compliance with any applicable nondiscrimination ordinances and/or policies of the municipalities that provide resources to the Human Service Fund.

- Funded program must:
    - promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.
    - primarily serve Johnson County, Kansas residents who live with income at or near federal poverty level. However, programs that do not meet this criterion may still be eligible if the program addresses child/adult abuse, and/or leads to the prevention of poverty, and primarily serves Johnson County residents.
    - clearly define and measure outcomes for participants.
    - benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
    - offer county-wide services or fill a gap which results in county-wide benefit.
    - offer equal access to all clients and prospective clients who could benefit from the program.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Substance Use Continuum of Care Fund (SUF, a UCS program managed by the Drug and Alcoholism Council) or for the same program during the same funding cycle. However, applications may be submitted for both funds by the same agency or department for discrete programs during the same funding cycle. Criteria of discrete programs include, but are not limited to, programs for which expenses are recorded separately for purposes of functional accounting, programs that, if serving a population targeted by another program, serve a distinct need of that population, and/or employ distinct strategies and projected outcomes.
- HSF applications for substance use programs are not accepted and should be directed to the SUF.

APPENDIX C: The Federal Poverty Level Guidelines

The Federal Poverty Level (FPL) is updated annually and measures poverty based on size of family and income. It is used by local, state and federal programs to determine need and eligibility. The Area Median Income (AMI) provided is a more specific measurement based on the income of a specific geographic area, in this case Johnson County, Kansas.

2026 Federal Poverty Guidelines			
Family Size	**100% FPL**	**150% FPL**	**200% FPL**
1	**$15,960**	**$23,940**	**$31,920**
2	**$21,640**	**$32,460**	**$43,280**
3	**$27,320**	**$40,980**	**$54,640**
4	**$33,000**	**$49,500**	**$66,000**
5	**$38,680**	**$58,020**	**$77,360**

Johnson County 2026 Area Median Income (AMI)	
100%	**$113,400**
80%	**$90,700**
60%	**$68,040**
50%	**$56,700**

For 2026, the FPL for a three-person household is $27,320 per year.

According to U.S. Census American Community Survey 2023 1-Year Estimates, the total number of people living in “low-income” households in Johnson County (those at or below 200% FPL) was 88,366 or approximately 14% of the Johnson County population.

The Human Service Fund (HSF) prioritizes programs that serve Johnson County residents living with income at or near the federal poverty level. This alignment recognizes that residents facing economic hardship often struggle to meet their basic needs and are at greater risk of housing instability and adverse health outcomes. By using the FPL as one of the priorities, funding support is directed toward households with the greatest need.

Source: U.S. Census Bureau 2023 American Community Survey 1-year estimates.

EDGERTON
global routes. local roots.

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

City Council Action Item

Council Meeting Date: November 12, 2026

Department: Public Works

Agenda Item: Consider Professional Services Agreement between City of Edgerton and Affinis Corp. for the 2026 W. 8th Street and W. Nelson Street Stormwater Improvements Project

Background/Description of Item:

On August 7, 2026, the City of Edgerton issued a Request for Qualifications seeking design teams for the 2026 W. 8th Street and W. Nelson Street Stormwater Improvements Project. The project originated from the City's Stormwater Master Plan and addresses two related drainage issues: rear yard drainage serving the neighborhood between W. 8th Street and W. 7th Street, and street flooding at the W. Nelson Street intersections with W. 8th Street and W. 7th Street. The Project highlights include:

- Topographic survey, field reconnaissance, and hydrologic and hydraulic (H&H) analysis to verify existing drainage conditions
- Evaluation of alternatives for rear yard drainage and street flooding mitigation, including groundwater concerns
- Utility coordination, including design of water line and service relocations and sanitary sewer adjustments
- Identification of temporary and permanent easement needs and engagement with affected property owners
- Final plans, specifications, cost estimates, bid phase services, and construction administration

The project will reduce flooding and improve drainage for residents along W. 8th Street, W. Nelson Street, and W. 7th Street. Affinis will complete preliminary plans by February 1, 2027, and final bid documents by March 12, 2027, allowing construction to be completed in 2027.

Statements of Qualifications were due September 4, 2026, and eight firms submitted. The selection committee short-listed two firms and interviews were conducted September 28 and 29, 2026. The selection committee recommends Affinis Corp. as the best, most qualified team for the project based on their extensive experience designing neighborhood stormwater improvements for Johnson County communities and their practical approach to addressing the project's flat terrain, groundwater, and rear yard drainage challenges. Affinis will complete the project with in-house staff, including a Kansas-licensed surveyor. The only outside vendor will perform CCTV inspection of the existing storm pipes.

Enclosed is the Professional Services Agreement between the City of Edgerton and Affinis Corp. for the project. The contract language is the City's standard form, previously approved by City Attorney. Following Council approval, the Agreement will be executed by the City and then by Affinis Corp.

This project is funded through the City's General Fund, with a total budget of $751,799.00.

The Agreement with Affinis Corp. is for $119,965.00 ($109,965.00 base fee plus a $10,000.00 contingency for supplemental services), funded through the City's General Fund.

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

Funding Source: General Fund

Budget Allocated: $681,799.00

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Professional Services Agreement Between City Of Edgerton And Affinis Corp. For The 2026 W. 8th Street And W. Nelson Street Stormwater Improvements Project In An Amount Not To Exceed $119,965.00

Enclosed: Professional Services Agreement w/ Scope of Services

Prepared by: Rhoderic Montgomery Jr., CIP Project Manager

PROFESSIONAL

SERVICES

AGREEMENT

CONSULTANT-CLIENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day _____, _____ (the "Effective Date") by and between Affinis Corp, 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"):

W. 8th Street and W. Nelson Street Stormwater Improvements
The project includes design, plans, and specifications to be used for construction improvements will address drainage issues identified in the City's Stormwater Master Plan: rear yard drainage serving the neighborhood between W. 8th Street and W. 7th Street, and street flooding mitigation at the W. Nelson Street intersections with W. 8th Street and W. 7th Street.

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:	Kristen Leathers-Gratton
Address:	8900 Indian Creek Parkway, Suite 450 Building 6
	Overland Park, Kansas 66210
Phone:	913-239-1100

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:	Kristen Leathers-Gratton
Address:	8900 Indian Creek Parkway, Suite 450 Building 6
	Overland Park, Kansas 66210
Phone:	913-239-1100

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:**
Affinis Corp	**City of Edgerton, Kansas**
By: _____	By: _____
Printed Name: Kristen Leathers-Gratton	Printed Name: _____
Title: Vice President	Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES
(REPLACE WITH SCOPE PDF)

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

City agrees to pay Consultant an amount not to exceed One hundred nine thousand, nine hundred sixty-five and 00/100 dollars ($109,965.00) including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in Exhibit 1 of this Agreement and will be billed by Consultant using hourly rates and equipment charges as set forth in Exhibit 3, plus reimbursable expenses as set forth below.

In addition, a contingency fee of Ten Thousand and 00/100 Dollars ($10,000.00) is included to cover items listed in Exhibit 1 Supplemental Services. The total contract amount is One hundred nineteen thousand, nine hundred sixty-five and 00/100 Dollars ($119,965.00).

Completion time (TBD based on NTP):
The Consulting Engineer hereby agrees to complete the preliminary plans for a public information meeting including easement and right-of-way descriptions and drawings (Task I) by January 15, 2027, and to complete all work necessary to and including preparation of final plans and bid documents for advertisement (Task II) by March 12, 2027.

Affinis Corp
2026 Billing Rate Schedule

Professional Services	Billing Rate
Principal	$310.00
Senior Project Manager	$305.00
Senior Engineer II/Project Manager II	$265.00
Senior Engineer I/Project Manager I	$245.00
Engineer III	$230.00
Engineer II	$210.00
Engineer I	$185.00
Geotechnical Engineer	$265.00
Intern Engineer (IE) II	$160.00
Intern Engineer (IE) I	$135.00
Senior Cost Estimator	$240.00
Cost Estimator	$185.00
Project Representative	$140.00
Design Technician II	$215.00
Design Technician I	$165.00
CADD Technician II/ GIS Specialist II	$140.00
CADD Technician I/ GIS Specialist I	$115.00
Land Surveyor III	$260.00
Land Surveyor II	$200.00
Land Surveyor I	$150.00
Survey Crew Member II	$135.00
Survey Crew Member I	$115.00
One-Person Survey Crew	$200.00
Project Related Support Services II	$120.00
Project Related Support Services I	$100.00

Equipment Charges	
IRS Mileage	$0.725/mile
KDOT Mileage	$0.70/mile
MODOT Mileage	$0.725/mile
Survey Vehicle Mileage	$0.80/mile
Boat Rental	$30.00/hour
GPS Equipment	$40.00/hour

EXHIBIT 4

SPECIAL PROVISIONS

EXHIBIT 1
Design Consultant Scope of Services for
W. 8th Street and W. Nelson Street Stormwater Improvements

Scope of project: This project includes design, plans, and specifications to be used for construction of W. 8th Street and W. Nelson Street Stormwater Improvements in Edgerton, Kansas. The improvements will address drainage issues identified in the City's Stormwater Master Plan: rear yard drainage serving the neighborhood between W. 8th Street and W. 7th Street, and street flooding mitigation at the W. Nelson Street intersections with W. 8th Street and W. 7th Street.

General Design Requirements
The consultant shall design the Project in conformity with the City, state and federal design criteria appropriate for the Project in accordance with the current Kansas City Metropolitan American Public Works Association Standard Specifications and Design Criteria, the City of Edgerton technical specifications, and the current version of the Manual on Uniform Traffic Control Devices (MUTCD).

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Rights-of-way descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights of way descriptions. Geological investigations or studies shall be signed and sealed by the licensed Geologist responsible for the preparation of the geological investigations or studies.

General Survey Requirements:
Vertical Control:
Elevations for plans must be obtained from a benchmark on the Johnson County Vertical Control Network. Show the datum benchmark and elevation of the datum benchmark on the plans.

Horizontal Control:
Section Corner and quarter section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design survey all section corners and quarter section corners within the project area and others used for project control must be located, reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and cities project engineer within 30 days of the survey as required by state law. If a Johnson County Horizontal Control marker may be damaged by construction the County public works department should be notified prior to the bid letting.

Plan Notes - Johnson County Control Benchmarks:
Any Johnson County benchmarks, Johnson County horizontal control monuments and any section corner and quarter section corners within the area surveyed for the project must be conspicuously indicated on the plans. All benchmarks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.

Task I. Preliminary Design & Plans (60%)

1.01. Data Collection

A. Attend pre-design meeting.

B. Develop design criteria for the project; prepare design memorandum.

C. Develop detailed design schedule. Submit copy to City, and provide updates at scheduled progress meetings. Include at least the following benchmarks:

1. Preliminary plans complete
2. Public meeting(s)
3. Field check complete
4. Easement documents complete
5. Agency permit applications submitted
6. Final plans complete
7. Project ready to advertise for bidding

D. Prepare a questionnaire regarding flooding and/or stormwater issues related to private property. Send to residents and property owners within the project area.

E. Field data collection:

1. Establish land corners
1. Field surveys
2. Contact utilities, field locate all utilities and request facility mapping
3. Low opening elevations of all existing structures
4. Field locate irrigation systems
5. Rim and invert elevations of rear-yard sanitary sewer manholes

F. Ownership and abutting property information:

1. Secure plats
2. Obtain ownership information. The Consulting Engineer shall obtain ownership information from Johnson County's records. The last deed of record shall be obtained and utilized by the Consultant.
    a. Provide spreadsheet related to ownership including:
        (1.) Owner Name
        (2.) Tract Number
        (3.) Address
        (4.) Site Address
        (5.) Easements
        (6.) Square Footage
    b. Title information will be provided in electronic format.
3. Collect Johnson County AIMS data, and available record drawings of abutting projects and subdivisions.

G. Prepare base map at a scale of 1:20 showing both contours at 1-foot intervals and property lines.

1.02. Analyze the storm drainage needs within and adjacent to the project area.

A. Review and evaluate findings presented in the City's Stormwater Master Plan. Review future planned projects to adjacent streets to coordinate storm sewer improvements. Evaluate responses from resident/property owner stormwater questionnaire.

B. Create existing conditions hydraulic model.

1. Determine watershed areas for the existing inlets and pipes that are to be replaced as a part of this project.
2. Analyze gutter spread within the project area for the 10-year storm event and analyze street surface ponding.
3. Analyze overflow swales within the project area for the 100-year storm event to provide flood protection for adjacent homes.
4. Evaluate the existing storm system pipe and inlet capacity and condition, including the existing CMP, to determine conveyance and flooding concerns within the project area. CCTV inspection of four (4) pipes is included in the Scope of Services.
5. Evaluate whether reported rear-yard drainage concerns are related to surface drainage, groundwater, or sanitary sewer inflow and infiltration, using field observations, City records, and resident questionnaire responses.

C. Prepare a drainage memorandum to summarize finding and provide recommendations, including project alternatives, with a planning-level opinion of probable cost for each alternative. Meet with the City to review the alternatives. The City will approve the preferred alternative prior to beginning preliminary (60%) design.

1.03. Prepare field check plans.

A. Cover sheet

B. General notes and legend

C. Typical sections

D. Drainage area maps

1. Drainage calculations, including peak flow rates, pavement spread, pipe velocities, and hydraulic grade line calculations.

E. Plan and Profile sheets

1. Plan scale = 1:20
2. Profile scale H = 1:20; V = 1:5
3. Property lines and owner information
4. HGLs for the 10- and 100-year storms will be shown on storm sewer profiles.
5. Display location of existing utilities and underground facilities in the base map. Reference station location of existing utilities to the base line of the proposed improvements in the plan and profile.
6. Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc.)
7. Low opening elevations of all existing structures.

F. Relocation design and plans for City water line and services. Sanitary sewer adjustments will be included in the design and plans.

G. Driveway replacements (horizontal layout only)

H. Cross-section at low openings of structures and grading plan for swales, as needed. Grading shall direct surface water away from rear-yard sanitary sewer manholes.

I. Sidewalk and ADA ramp replacements with detailed design, up to five (5) ramps.

1.04. Develop preliminary opinion of probable project costs itemized by unit of work, including right-of-way, easements, and a 15% contingency.

1.05. Submit PDF version of preliminary plans and opinion of probable cost to City for review.

1.06. Submit PDF version of preliminary plans (with colored utilities) to utility companies for their use in preparing for relocations.

1.07. Meet with utility companies to coordinate relocations, one (1) virtual meeting. Prepare utility conflict list.

1.08. Meet with City in connection with such preliminary work and provide bi-weekly progress reports, and up to two (2) meetings. Assumed one meeting will be virtual and one will be in person

1.09. Field Check to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans.

1.10. Right-of-way and easement documents for up to 6 properties. Tract maps shall be prepared for every tract, including properties with no takings.

A. Describe right-of-way and easements necessary to complete project.

1. Furnish legal descriptions sealed by a RLS licensed in the state of Kansas. Legal descriptions are also to be provided in a digital format compatible with Microsoft Word.
2. Furnish necessary title information.
3. Furnish an ownership and easement spreadsheet with completed legal documents, including easement form and descriptions, and tract map
4. Maps and sketches as follows:
    a. Plan and profile pages showing all proposed takings.
    b. Individual drawings of takings for each ownership including:
        (1.) Title block
        (2.) Ownership boundaries
        (3.) Existing landmark items protected or removed by the project (trees, buildings, fences, shrubs, landscape beds, etc)
        (4.) Existing rights-of-way and easements
        (5.) Proposed takings identified with text and graphically
        (6.) Legend for taking type
        (7.) Graphical scale and north arrow
        (8.) Ownership information
        (9.) Legal description of all takings

1.11. Public Information:

A. Prepare for and attend two (2) public/ neighborhood meetings to explain the project to residents of the project area, and to receive public comments at a time and place arranged for by the City. One meeting shall be conducted at the end of preliminary design phase with easement documents and one prior to construction.

1. Prepare exhibits, including preliminary plans (showing proposed right-of-way and easements).

2. Have two (2) persons available to explain the proposed work and to answer questions for an approximately three (3) hour meeting, along with setup and tear down.

B. The Consulting Engineer will be available to meet with City staff and concerned property owners as directed by the City to discuss the project at any time throughout the project. Up to two (2) one-hour meetings are included in the scope.

1.12. Permitting

A. Prepare the necessary plans and applications for permit submission for the City of Edgerton and, if the project disturbs one (1) acre or more, the KDHE Construction Stormwater General Permit Notice of Intent (NOI). No other permit activities are anticipated to be required under this Scope of Services. If additional permitting is required, the work shall be done under a supplemental agreement.

Task II. Final Design & Plans

2.01. Prepare detailed plans and specifications

A. Cover sheet

B. Project General Notes, summary of quantities, and property restoration schedule

C. Survey reference and easement layout to include property lines and owner information, subdivision names, lots, and situs address

D. Typical sections

E. Surface drainage design

1. Finalize system layout and pipe profiles.
2. Update plan notes and drainage calculations.

F. Plan and Profile sheets

1. Plan scale = 1:20
2. Profile scale H = 1:20; V = 1:5
3. Property lines and owner information
4. HGL 10-year and 100-year design storms
5. Display location of known existing utilities and underground facilities in the base map. Reference station location of existing utilities to the base line of the proposed improvements in the plan and profiles.
6. Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc.)
7. Low opening elevations of all existing structures

G. Intersection layout and ADA ramp details (up to 5 ramps), including spot elevations and grading for each ramp

H. Driveway replacements (horizontal layout only), including spot elevations and drainage arrows

I. Grading plans and/or cross-sections at low openings of structures, as needed, including grading to direct surface water away from rear-yard sanitary sewer manholes

J. Traffic control plan, and construction phasing including roadway, truck, and sidewalk detour routing for each phase of the project

K. Erosion control plans meeting City and NPDES requirements

L. Relocation plans for City water line and services. Sanitary sewer adjustment plans. Sanitary sewer main relocation plans are NOT considered part of the Scope of Services and shall be considered a Supplemental Service.

M. Standard and special detail sheets. Structural design of special storm structures is NOT considered part of the Scope of Services and shall be considered a Supplemental Service.

N. (duplicate)Project Manual

1. Review front end contract documents and technical specifications provided by the City and provide written modifications specific to project.
2. Prepare project manual for City review.

2.02. Prepare Stormwater Pollution Prevention Plan (SWPPP). Prepare erosion and sediment control plans and the SWPPP for the project. Plans shall conform to City design checklists and requirements. The SWPPP shall follow Edgerton template and conform to KDHE requirements, including project narrative, analyses of site, description of all project controls and locations. Provide two (2) copies of SWPPP notebook to the City at time of bidding.

2.03. Schedule and attend utility coordination two (2) virtual meetings as required

2.04. Prepare a detailed opinion of probable construction cost

A. Include an appropriate contingency

B. Estimate time required to complete construction

C. Provide input to the City regarding forms for:

1. Proposals
2. Construction contracts
3. Bonds

2.05. Submit 90% plans and specifications to the City for review, and conduct a 90% field check with City staff at the project site prior to preparation of the final sealed bid documents.

2.06. Provide bid plans and specifications for construction

A. Plan sets will be provided in one (1) full-size set and two (2) half-size (11" x 17") printed sets, and PDF files

B. At the completion of the project, furnish to the City the CAD drawings of the project in the Consulting Engineer's digital format and PDF files for the City's future use. The record contract documents for the project will be the original sealed drawings.

2.07. Meet with City during preparation of final plans and provide progress updates, two (2) meetings. Assumed one meeting will be virtual and one will be in person

2.08.

Task III. <u>Bidding</u>

3.01. Provide bid documents including plans, project manual and engineer's estimate to City. City is responsible for advertising, distribution, and bid opening.

3.02. Consult with and advise the City with bidding

A. acceptability of substitute materials and equipment

B. Answer Contractor questions during the bid period

C. Prepare written addenda to the bidding documents as required and or requested

D. Assist City in analyzing bids and making recommendation for award of the construction contract

3.03. Assemble the conformed construction documents (incorporating addenda) for execution on the City's construction contract form, and print construction sets for Contractor and City

3.04. Arrange for, attend, and prepare meeting minutes for a pre-construction conference with City representatives, the successful bidder, and utility companies

Task IV. Construction Engineering Services

4.01. Prepare for and attend Public Information Meeting to introduce Contractor and discuss schedule at a time and place arranged by the City

4.02. Construction observation will be the responsibility of the City of Edgerton. The Consulting Engineer will assist with construction observation and management as requested by the City. Assume 40 hours of time.

4.03. Be available for discussion and consultation during the construction phase.

A. Review shop drawings and be available for consultation with the City during construction

B. Respond to City and Contractor requests for information (RFIs) during construction

C. Evaluate City and Contractor change order requests and provide recommendations to the City

D. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans

E. Prepare or review major amendments to the SWPPP as required by the City. Minor field changes and amendments will generally be approved directly by the City.

4.04. Prepare final record drawings which reflect:

A. All change orders

B. Minor design changes

C. Changes made in the field by City representatives and are marked on the construction plan set

D. Submit updated CAD drawings and PDF files of the record drawings

4.05. Attend weekly construction progress meetings as needed and as directed by the City. Three (3) meetings are included in the scope.

Completion time:
The Consulting Engineer hereby agrees to complete the preliminary plans for a public information meeting including easement and right-of-way descriptions and drawings (Task I) by January 15, 2027, and to complete all work necessary to and including preparation of final plans and bid documents for advertisement (Task II) by March 12, 2027.

Supplemental Services:
Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to, the following.

1. Attending City Council meetings, or additional public or project meetings.
2. Geotechnical investigation, including testing, sampling, and analysis, of existing site conditions.
3. Investigation of sanitary sewer system and/or design of system relocation, replacement, or repair.
4. Design for water line facility relocation, replacement or repair.
5. Performing CCTV inspection of existing storm sewer pipes.
6. Providing subsurface utility engineering, such as potholing, to locate and verify utility facilities.
7. Field staking the locations of rights-of-way and/or easements prior to acquisition and/or construction.
8. Field staking locations of the proposed storm structures for utilities facility relocations.
9. Construction staking.
10. Costs associated with ownership and encumbrance reports to verify existing easements and identify permanent easements needed.
11. Property appraisal and acquisition services for easements.
12. Services resulting from significant change in the general scope, extent or character of the project or its design.

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City Council Action Item

Council Meeting Date: November 12, 2026

Department: Public Works

Agenda Item: Consider Amendment to Professional Services Agreement with Burns & McDonnell Inc. For The Phase II Engineering Services for Dwyer Farms Sanitary Sewer Improvements – Sites 2 & 3

Background/Description of Item:

On August 11, 2022, Edgerton City Council approved the recommendation of the Planning Commission to approve an application for a Planned Unit Development (PUD) for Dwyer Farms.

The Dwyer Farms project is located at the southwest corner of 8th Street and Braun Street. This project is proposed single family residential. As such this project will need sanitary sewer improvements at the onset of development. The Dwyer Sewer Project includes constructing approximately 1,800 linear feet of 18-inch sanitary sewer to serve the Dwyer Farms new residential development and large watershed (Site #1). To serve this development, the City of Edgerton will also improve the City Pump Station to install an equalization basin, construct a 30-inch gravity main at the City Pump Station, and upsize approximately 245 linear feet of existing 8-inch sanitary sewer (Site #2). Additional improvements to accommodate the Dwyer Farms development are expected at the Big Bull Creek Wastewater Treatment Plant (BBCWWTP) including SCADA upgrades and replacement of aged equipment (Site #3). The final recommendations are pending completion of this design phase of the project.

Site#1 is completed with construction by Beemer Construction, which was approved by council on May, 2025.

On October 24, 2024 City Council approved the initial phase of the agreement with Burns & McDonnell. The initial phase conducted an existing condition analysis of the Edgerton Lift Station as well as the Big Bull Creek Wastewater Treatment Plant, of which they were the engineer of record for the original construction. The initial phase included preliminary cost estimates for the improvements needed at both facilities and within our collection system. The initial contract amount is $175,947.

On August 27, 2026, City Council heard the presentation of the summary of Phase I. Within this presentation was the scope and estimates needed to establish a scope for Phase II. The scope is summarized by the design of improvements to the City Lift Station, Collection

System, and Big Bull Creek Treatment Plant, as well as design for a new Equalization Basin. The detailed scope is included with this item. Phase 2 of this project is a not to exceed fee of $471,233. The addition of Phase 2 services would increase the original contract to $647,180.

The Professional Services Agreement is previously approved by the City and Burns McDonnell.

The proposed improvements to Edgerton's Wastewater System for the Dwyer Sewer Project are estimated to be $5,000,000.00 and will be funded under the low interest Kansas Water Pollution Control Revolving Fund Program through the Kansas Department of Health and Environment (KDHE). The loan repayment will be made with Rural Housing Incentive District (RHID) funds generated by Dwyer Farms Development.

Staff has reviewed the contract and proposed scope of work. Upon completion of any revisions needed by City Attorney, staff recommends approving the agreement.

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

Funding Source: SRF Loan, Rural Housing Incentive District (RHID)

Budget Allocated: $5,000,000

Finance Director Approval: x Karen E. Kindle

Karen Kindle, Finance Director

Recommendation: Approve Amendment To Professional Services Agreement With Burns & McDonnell Inc. In The Amount Of $471,233 For The Phase II Engineering Services For Dwyer Farms Sanitary Sewer Improvements – Sites 2 & 3 Pending Changes From City Attorney And Authorize The Mayor To Execute The Agreement.

Enclosed: Draft Exhibits (Scope, Fee)

Prepared by: Dan Merkh, Public Works Director

EXHIBIT 1 – DESIGN SCOPE OF SERVICES

This scope of services describes the work elements to be performed by Burns & McDonnell Engineering Company, Inc. (hereinafter referred to as ENGINEER) in development of preliminary and final design documents related to the Dwyer Street Site #2 and Site #3 Improvements for the City of Edgerton, Kansas (hereinafter referred to as CITY). This scope includes details of tasks that are anticipated for the work. The details of each task are to a level that is reasonably foreseeable as of October 2026.

ENGINEER will prepare final design documents, to issue for bid, for the replacement of equipment at Site #3 (also known as the Big Bull Creek Wastewater Treatment Plant (WWTP), located at 20600 Homestead Ln, Edgerton, KS 66021) and provide additional capacity at Site #2 (also known as the City Pump Station, located at 710 E Nelson Street, Edgerton, KS 66021) through pump station modifications and construction of a flow equalization basin. The details of each task to be completed by ENGINEER are included below. The scope of services listed herein will be complete within 240 calendar days.

The project includes the following design service scope items, should any of the scope items change this will be considered supplemental services and require an amendment:

- The addition of a third submersible pump at Site #2, and increasing impeller diameters for the two existing pumps.
- Upgrading the existing generator at Site #2 to accommodate the additional load for the pump addition.
- Removal of the manual screen at Site #2 and replacement with a mechanical screen.
- Improvements at the collection system at Site #2, including replacing the existing 8-inch pipe from MH BD2A-1 to MH 004 with 30-inch polyvinyl chloride or high-density polyethylene pipe from MH BD2A-1 to MH 003.
- Conversion of City's existing lagoon system at Site #2 into a flow equalization basin, including new gravity lines and a sluice gate to control flow draining from the equalization basin back to the pump station wet well.
- In-kind replacement of the grit pump at the headworks for Site #3.
- Access platform around the headworks screen motor to increase accessibility at Site #3.
- In-kind replacement of the aluminum sulfate and polymer chemical feed pumps at Site #3.
- Repair kits for the UV Disinfection system at Site #3.
- HVAC improvements in the Administration Building, Headworks and Solids Processing/Effluent Building.
- Assisting with the developing of a Request for Proposals for a new Supervisory Control and Data Acquisition (SCADA) system.

Task Series 100 – Project Management

Task 101 – Site Investigation and Project Kickoff Meeting

ENGINEER will lead a Project Kickoff meeting, and conduct an initial site investigation, at the facility. During the Project Kickoff meeting the project team will discuss the following:

- Define project goals, including design criteria
- Discuss project requirements
- Establish a project schedule
- Identify key personnel who are to provide input on the project

The initial site investigation will be used to achieve the following:

- Obtain field information, including equipment nameplates and field measurements where equipment is being replaced.
- Define required utility tie points

Task 102 – Progress Meetings/Conference Calls

ENGINEER will conduct monthly design progress meetings with CITY. These meetings will be held either at the CITY's offices or by Microsoft Teams. This task assumes a total of six (6) onsite meetings, with one (1) at each major design milestone (Reference Task 203 and 303).

Task 103 – Project Management

The ENGINEER's project manager will review project status, review project schedule, review project deliverables and align resources including sub-consultants. The task also includes an internal bi-weekly progress meeting.

The ENGINEER's project manager will utilize the monthly invoicing format provided by the CITY and supplement its monthly status report, as necessary, to include the following items:

- Budget Tracking
- Scope of work completed the prior month
- Activities projected for next month
- Schedule update

Task 104 – Quality Control

ENGINEER's quality control program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance to regulatory agency requirements, completeness and correctness of evaluations, and adherence to contract requirements. ENGINEER's project manager and quality control manager will review that all necessary revisions are completed and incorporated into final bid documents.

Task 105 – Project Schedule

ENGINEER will develop a master project schedule in critical path format that includes all major design activities. The schedule will be updated monthly.

Task 106 – Organization and Communication

The Project is located within the City limits with potential disruptions to property owners. It is assumed that all work will be contained on existing Right-of-Way or City-owned property and temporary and permanent easements will not be needed. In the event that an easement is required, it will be acquired by OWNER and access for construction will need to be communicated with the public. There are known utilities within the project area with potential for coordination for construction activities. Define project goals, including design criteria.

- Utilities. ENGINEER will rely on existing survey provided in the preliminary study to determine if any utility conflicts are present. Utility owners' requirements will be included in the construction design documents.
- Industrial Property Owners. Communication with Mid-States Materials (MSM) will be performed, and preliminary design will be presented to MSM showing proposed area of construction, construction methods, estimated durations of construction and potential interruptions to facilities.

- Railroad. ENGINEER will contact railroad to determine ownership and extent of railroad right of way and design and permit requirements for working near the rail right of way. Preliminary designs will be presented showing proposed alignment, design, and construction methods.
- City Council Meetings. Participate and conduct one (1) City council meeting during the project at completion of the final design drawings. Prepare presentation materials which may include hardboards, powerpoints, maps, and handouts to present at the meeting.

Task Series 200 – Preliminary Design

Task 201 – Preliminary Documents

Drawings and specifications will be provided by ENGINEER to CITY at the preliminary design level. The Preliminary Documents will include the following, as needed:

- Draft Basis of Design Report to document basis of design and for submission to the Kansas Department of Health and Environmental (KDHE).
- Draft Specifications:
    - Prepare preliminary contract specifications for CITY review utilizing ENGINEER's standard "front-end" contract documents. ENGINEER will develop Division 1 specifications including Supplemental Conditions, technical specifications, stormwater pollution prevention plan, and state revolving funds (SRF) specifications. Equipment that is being replaced in kind will have a procurement-level specification delivered which may be of a lower level of detail compared to other technical specifications.
- Preliminary Drawings may include:
    - Civil Drawings. Draft sewer plan and profile sheets, yard piping and site plan with grading.
    - Structural Drawings. Draft plan and section drawings for the railing at the screening process.
    - Mechanical Drawings. Draft drawings for HVAC upgrades.
    - Process Drawings. Draft drawings for all unit processes, major equipment schedule, and preliminary drawings.
    - Electrical/Instrumentation Drawings. Draft instrumentation details, instrumentation device schedule, draft one-lines and major electrical diagrams.

The CITY will be given one week to review the drawings and outline specifications prior to holding the Preliminary Design Review Meeting. PDF documents will be provided to the CITY for review.

Task 202 – Preliminary Opinion of Probable Construction Cost

Based on the preliminary design documents, ENGINEER will prepare the opinion of probable construction cost for the project. This cost opinion will be submitted along with the design documents for review and comment by the CITY. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Opinion of probable construction cost developed at this stage to be AACE Class 4.

Estimates, schedules, forecasts, and projections prepared by ENGINEER relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on ENGINEER's experience, qualifications, and judgment as a professional. Since ENGINEER has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting

such estimates or projections, ENGINEER does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by ENGINEER.

Task 203 – Preliminary Design Review Meeting

After the CITY has had an opportunity to review the preliminary design documents, ENGINEER will conduct a preliminary design review meeting at the CITY's offices. The purpose of this meeting is to provide the CITY and ENGINEER an opportunity to review and clarify CITY comments on the documents. Comments will be incorporated into the 60% design documents as applicable.

Task Series 300 – Final Design

Task 301 – Final Design Documents

Drawings and specifications will be provided by ENGINEER at the Final design level. The Final Design Drawings will include the following:

- Final Basis of Design Report.
- Final Technical Specifications.
- Drawings included in the preliminary design package, brought to final design level of completion.
- Additional detail drawings needed for final design.

The CITY will be given two weeks to review the drawings and specifications prior to holding the Final Design Review Meeting. PDF documents of the drawings will be provided to the CITY for review.

Task 302 – Final Opinion of Probable Construction Cost

Based on the Final Design documents, ENGINEER will prepare the opinion of probable construction cost for the project. This cost opinion will be submitted along with the design documents for review and comment by the CITY. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Opinion of probable construction cost developed at this stage to be AACE Class 3.

Estimates, schedules, forecasts, and projections prepared by ENGINEER relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on ENGINEER's experience, qualifications, and judgment as a professional. Since ENGINEER has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, ENGINEER does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by ENGINEER.

Task 303 – Final Design Review Meeting

After the CITY has had an opportunity to review the Final Design documents, ENGINEER will conduct a Final Design review meeting. The purpose of this meeting is to provide the CITY and ENGINEER an opportunity to review and clarify CITY comments on the documents. Comments will be incorporated into the Issued For Bid design documents as appropriate.

Task Series 400 – Permitting

Task 401 – Regulatory Agency Submittals

ENGINEER will work with the KDHE for permitting and project approval requirements. Permit applications and necessary documents will be prepared and provided to the CITY for signature and submittal as required.

- Prior to start of Detailed Design attend a meeting with KDHE to discuss the basis of design memorandum and any comments.
- Submit construction documents for review by KDHE. Complete review applications as required by KDHE and submit for review on the CITY's behalf. CITY is responsible for the fees associated with the review and permit.
- Respond to questions on the submitted construction documents and attend meetings as required for approval. Incorporate comments as required in the Final Construction Bid Documents.

Task Series 500 – Issued for Bid Documents and Bid Phase Services

Task 501 – Issue for Bid Design Documents

ENGINEER will prepare and submit Issue for Bid drawings and specifications to the CITY for bidding purposes. The drawings and specifications will incorporate CITY comments from Final Design prior to bidding.

Task 502 – Bidding or Negotiating Phase

ENGINEER will assist CITY in advertising for and obtaining bids or proposals for the Work, including:

- Assisting CITY in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors.
- Where applicable, maintaining a record of prospective contractors to which documents have been issued.
- Attending pre-bid conference, if any, and receiving and processing contractor deposits or charges for the issued documents.
- ENGINEER will prepare and issue addenda as appropriate to clarify, correct, or change the issued documents. For the purposes of budgeting and scope, the cost for development of five (5) addenda have been included.

Consult with CITY as to the qualifications of prospective contractors and contractor's proposed subcontractors, suppliers, and other individuals and entities, for those portions of the Work as to which review of qualifications is required by the issued documents. Provide information or assistance needed by CITY during review of proposals or negotiations with prospective contractors.

If the issued documents require, the ENGINEER will evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals

are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

Prepare bid tabulation sheets to meet CITY's schedule, and assist CITY in evaluating bids or proposals, assembling final contracts for the Work for execution by CITY and Contractor, and in issuing notices of award of such contracts.

If CITY engages in negotiations with bidders or proposers, assist CITY with respect to technical and Engineering issues that arise during the negotiations.

The inclusion of any contractor or subcontractor on the list of bidders does not constitute any endorsement or warranty by the ENGINEER, and the CITY will exercise its own due diligence in reviewing the qualifications and experience, and check the references of, any prospective contractor or subcontractor, and in making a final selection of the qualified contractor and subcontractors for this Project.

Task 503 – Issued for Construction Documents

ENGINEER will prepare and submit issued for construction drawings and specifications. The drawings and specifications will incorporate all bidding addenda prior to submitting.

- Furnish one (1) electronic copy of the issued for construction drawings and specifications to CITY.
- Furnish one (1) electronic copy of the issued for construction drawings and specifications to Contractor.

Clarifications and Exceptions

Our proposal is based on the following clarifications and exceptions:

1. It is assumed the City owns all property required for the work defined in this scope and no additional easements are required. No permits, other than those stated above, will be required due to all work being performed on previously developed sites.
2. It is assumed the existing lagoon liner will meet KDHE standards and will not require draining the lagoon, excavating the existing liner and constructing a new liner for the flow equalization basin. No cost associated for reperforming liner leakage test is included in this scope of work.
3. It is assumed there are no architectural services needed for the project.
4. It is assumed the information collected from previous project work, including the Pump Station and Force Main Project, designed by Burns & McDonnell in 2016, and the Dwyer Street Site Conceptual Design Project completed by Burns & McDonnell in June of 2026, is adequate for the project needs.
5. KDHE review period is assumed to be 30 calendar days for the Basis of Design Memorandum and 45 calendar days for the final contract documents.
6. No construction phase services are included in this scope of work.
7. ENGINEER is not responsible for delays caused by CITY and/or others.
8. Material testing, Survey, and Geotechnical investigation is not included.
9. All costs are in US dollars.
10. Excludes bringing existing building or equipment up to current code.
11. Environmental impact studies and cultural investigations of the Site are excluded.
12. CITY agrees that ENGINEER has the right to rely on the completeness and accuracy of the documents/data which CITY has provided to ENGINEER to complete its design and construction, without independent verification. Any deviations from such documents/data shall constitute grounds for a Change Order.
13. Excludes any minimum performance guarantees whether express, implied, or otherwise.
14. Cost opinions will be based on industry standards and ENGINEER's professional opinion.
15. Proposal does not include costs for environmental assessment, if required.
16. Proposal does not include electrical load study or arc flash study.
17. Proposal does not include performing a hazardous material survey/assessment of the existing conditions present at the proposed project site.
18. Bypass pumping plan and design criteria shall be the responsibility of the contractor. The Owner shall provide the maximum required firm capacity (flow) of the lift station for inclusion in contract documents.

BURNS McDONNELL — City of Edgerton, KS

		Project Management	Process Engineer	Electrical Engineer	Structural Engineer	Mechanical Engineer	Civil Engineer	Estimator	Quality Control	Process CADD	Electrical CADD	Structural CADD	Civil CADD	Total Hours	Subtotal
Task Series 100 - Project Management															
Task 101	Site Investigation and Project Kickoff Meeting	4	4	4	4	4	4							24	$ 6,181
Task 102	Progress Meetings/Conference Calls	14	12	12	12	12	12							74	$ 19,182
Task 103	Project Management	100												100	$ 31,895
Task 104	Quality Control								40					40	$ 13,912
Task Subtotal		**118**	**16**	**16**	**16**	**16**	**16**	**0**	**40**	**0**	**0**	**0**	**0**	**238**	**$ 71,170**
Task Series 200 - Preliminary Design															
Task 201	Draft Prelminary Drawings and Specifications	2	112	80	100	160	144			30	20	40	60	748	$ 184,631
Task 202	Preliminary OPCC	2						20						22	$ 7,347
Task 203	Preliminary Design Review Meeting	4	8	4	4	4	4							28	$ 7,128
Task Subtotal		**8**	**120**	**84**	**104**	**164**	**148**	**20**	**0**	**30**	**20**	**40**	**60**	**798**	**$ 199,105**
Task Series 300 - Final Design															
Task 301	Develop Final Drawings and Specifications	8	70	175	80	100	64			10	10	20	20	557	$ 137,192
Task 302	Final OPCC	2	4					40						46	$ 15,001
Task 303	Final Design Review Meeting	4	8	2		4	4							22	$ 5,494
Task Subtotal		**14**	**82**	**177**	**80**	**104**	**68**	**40**	**0**	**10**	**10**	**20**	**20**	**625**	**$ 157,688**
Task Series 400 - Permitting															
Task 401	KDHE Review and Response	2	8				8							18	$ 4,261
Task Subtotal		**2**	**8**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**18**	**$ 4,261**
Task Series 500 - Issued for Bid Documents and Bid Phase Services															
Task 501	Submit Final IFB Drawings and Specifications	2	8	10	20	30	20			4	4	4	4	106	$ 26,504
Task 502	Bid Phase Support	4	8			8	8							28	$ 6,890
Task 503	Submit Final IFC Drawings		8			8	8							24	$ 5,615
Task Subtotal		**6**	**24**	**10**	**20**	**46**	**36**	**0**	**0**	**4**	**4**	**4**	**4**	**158**	**$ 39,009**
Project Total		**148**	**250**	**287**	**220**	**330**	**276**	**60**	**40**	**44**	**34**	**64**	**84**	**1837**	**$ 471,233.00**

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Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

City Council Action Item

Council Meeting Date: November 12, 2026

Department: Public Works

Agenda Item: Consider Final Acceptance for the East 2nd Street/Edgewood and East 3rd Street Reconstruction Project.

Background/Description of Item:
On June 8, 2023, City Council approved the professional services agreement with Renaissance Infrastructure Consulting, Inc. (RIC) for the design of the East 2nd Street Reconstruction Project. The project scope was adjusted during design to include Edgewood and East 3rd Street.

On December 12, 2024, City Council approved the concurrence to bid for the total combined project scope. On April 24, 2025, City Council approved a budget adjustment for the project to set the total budget at $6,916,958. That same night City Council awarded the construction contract to Kansas Heavy Construction in the amount of $5,191,817.

Six change orders have been issued on this project. City Council has previously approved the final contract amount, and the adjusted total contract amount to Kansas Heavy Construction, including all change orders, is $5,374,999.46.

The East 2nd Street/Edgewood and East 3rd Street Reconstruction Project is summarized below for your review.

Description	Approval	Amount
Original Contract	Council 4/24/2025	$5,191,817.00
Change Order #1	Council 7/24/2025	$59,075.00
Change Order #2	City Administrator 12/5/2025	$5,190.00
Change Order #3	Council 12/11/2025	$47,191.36
Change Order #4	Council 2/12/2026	$70,664.30
Change Order #5	Council 5/28/2026	$38,500.00
Change Order #6	Council 7/23/2026	-$37,438.20
Final Contract Total		**$5,374,999.46**

The construction was completed under the oversight of the City's Construction Inspector, with all activity done according to project specifications. Staff recommend City Council to approve final acceptance for the East 2nd Street/Edgewood and East 3rd Street Reconstruction Project in the amount of $5,374,999.46 to Kansas Heavy Construction. With 2nd Street Reconstruction complete, approximately $493,651.70 in budgeted funds remain unexpended. City Staff will bring the project closeout to a future Council Meeting, including the final amount and a recommendation to transfer remaining funds.

Related Ordinance(s) or Statute(s):

Funding Source:	PIF LPKC Phase 1:	$ 4,762,496
	Street Excise Tax:	$ 427,500
	Interest Allocation:	$ 726,962
	KDOT Cost Share:	$ 1,000,000

Budget Allocated: $ 6,916,958

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Final Acceptance for the East 2nd Street/Edgewood and East 3rd Street Reconstruction Project to Kansas Heavy Construction for the Total Contract Amount of $5,374,999.46.

Enclosed: Letter of Acceptance

Prepared by: Todd Veeman, Construction Inspector

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October 27, 2026

Subject: Letter of Acceptance
East 2nd Street/Edgewood and East 3rd Street Reconstruction Project Final Acceptance

As the City of Edgerton Construction Inspector, I have observed the construction of the East 2nd Street/Edgewood and East 3rd Street Reconstruction Project. The project has been completed in accordance with the plans and specifications approved by City of Edgerton.

I hereby recommend that the above referenced project be accepted by the City of Edgerton, Kansas.

Sincerely,

Todd Veeman

Todd Veeman
Construction Inspector
City of Edgerton

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City Council Action Item

Council Meeting Date: November 12, 2026

Department: Public Works

Agenda Item: Consider Task Order with BG Consultants, Inc., for the Sunflower Road Rehabilitation Project (207th Street to I-35 Frontage Road)

Background/Description of Item:
As part of the City's Capital Improvement Plan, the City of Edgerton is pursuing design services for the Sunflower Road Rehabilitation Project, which will rehabilitate approximately 1,200 linear feet of Sunflower Road between 207th Street and the I-35 Frontage Road. The 2025 Pavement Condition Index survey rated the corridor's asphalt segments 69 to 79, and the 2026 Pavement Management and Preservation Plan schedules the work for construction in 2027. The Project highlights include:

- Partial topographic survey and utility locates to verify existing conditions within the project limits
- Engineering design of asphalt pavement overlay, pavement replacement, and culvert replacement per AASHTO, MUTCD, and KDOT standards
- Preliminary traffic control plan and a project manual with bidding documents and technical specifications
- Preliminary and Final Check construction plan submittals with an opinion of probable construction costs
- Permit application preparation, including a KDHE Notice of Intent (NOI) permit, and Bid Phase Services through award of the construction contract

The project will extend pavement life on the City's main I-35 connection and address the asphalt segments identified in the 2025 pavement survey. BG Consultants, Inc. will complete final bid documents in time to bid the project in early 2027, based on a Notice to Proceed issued by December 1, 2026.

Staff requested a Task Order from BG Consultants, Inc. for Survey, Design, and Bid Phase Services for the project, and BG Consultants, Inc. has submitted a Task Order in response.

Enclosed is the Task Order between the City of Edgerton and BG Consultants, Inc. for the project. The Task Order has been executed by BG Consultants, Inc. and is pending final approval and signature. The Task Order form has been reviewed and approved by City Attorney prior.

This project is funded through the City's Capital Improvement Plan, with a total budget of $600,000, split evenly between the City's General Fund ($300,000) and Remaining Grade Separation Funds ($300,000).

The Task Order with BG Consultants, Inc. is for $77,000 ($76,500 Lump Sum Fee for Survey, Design, and Bid Phase Services plus a $500 reimbursable expense allowance), funded through the project's $600,000 Capital Improvement Plan budget.

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

Funding Source: General Fund: $300,000
Remaining Grade Separation Funds: $300,000

Budget Allocated: $600,000

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Task Order with BG Consultants, Inc. For The Sunflower Road Rehabilitation Project In An Amount Not To Exceed $77,000.00

Enclosed: Task Order with Scope of Services

Prepared by: Rhoderic Montgomery Jr., CIP Project Manager

AGREEMENT

CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Sunflower Road Rehabilitation Project
207th Street to I-35 Frontage Road (1,200 LF +/-)
Edgerton, Kansas

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 agency, business or person identified on page 1 as "CLIENT" and is responsible for ordering and payment for work on this project.

1.4 "CONSULTANT" or "Consultant" means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.

1.5 "Contract Documents" means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. 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**.

1.9 "Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

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:	David Hamby, P.E., CFM
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-749-4474

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. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.

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: a) workers compensation insurance in an amount at least equal to that required by applicable law; (b) comprehensive general liability insurance in the amount of at least $1,000,000.00; (c) automobile liability insurance in the amount of at least $1,000,000.00; and (d) professional liability insurance in the amount of at least $1,000,000.00. Such insurance will be with insurance carriers that are acceptable to the CLIENT and the policies evidencing such insurance will be in a form acceptable to the CLIENT. The comprehensive general liability insurance policy will name CLIENT as an additional insured. CONSULTANT will provide certification evidencing the insurance coverages named above. CONSULTANT agrees to inform CLIENT at least 30 days in advance of any termination or expiration of any of its insurance policies named above.

2.2.5. **Subsurface Borings and Material Testing**: If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms

who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm's work. The Client will pay the Geotechnical firm separately from this Agreement.

2.2.6. **Service by and Payment to Others**: Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

2.2.7. **Subcontracting of Service**: The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting 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.

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

2.2.9. **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; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a 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.

2.2.10. **Inspection of Documents**: The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) 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. Our 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**: Except as otherwise set forth herein, 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:	Dan Merkh
Address:	404 E. Nelson
	Edgerton, KS 66021
Phone:	913-893-6231

SECTION 4 – PAYMENT

4.1 COMPENSATION

4.1.1. **Fee and Expense**: The CLIENT agrees to pay the CONSULTANT a Fee according to **Exhibit 2** of this Agreement. The Fee for this project is outlined in **Exhibit 2** for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to 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 and one-half (1½) 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 BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.

4.1.3. **Annual Rate Adjustment**: The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each

value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.

4.1.4. **Reimbursable Expenses**: An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. 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. Reimbursable expenses will not include overhead costs or additional insurance premiums.

4.1.5. **Sales Tax**: Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.

4.1.6. **Billing**: CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state 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 one-half (1½) percent per month.

4.1.7. **Timing of Services**: CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.

4.1.8. **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. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. 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.

4.1.9. **Additional Services**: The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent.

Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.

4.1.10. **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.

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; provided, however that CONSULTANT may retain one (1) copy of all such documents. 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; and (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents.

5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials harmless from loss to the extent caused or incurred by 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 LIMITATION OF LIABILITY

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

5.9.2. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by 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.

5.11 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.

5.12 SEVERABILITY CLAUSE

5.12.1. 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.

5.13 FIELD REPRESENTATION

5.13.1. 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.

5.14 HAZARDOUS MATERIALS

5.14.1. 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.

5.15 AFFIRMATIVE ACTION

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

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3.**

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

CONSULTANT:		**CLIENT:**	
BG Consultants, Inc.		**City of Edgerton, Kansas**	
By:		By:	
Printed Name:	David J. Hamby, P.E., CFM	Printed Name:	
Title:	Vice President	Title:	

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

The Scope of Services described in this Exhibit 1 is for the survey, design, and bidding services of the CLIENT's Project for Street Rehabilitation Improvements on Sunflower Road (207th Street to I-35 Frontage Road) in Edgerton, Kansas, hereinafter referred to as "PROJECT". The PROJECT generally consists of pavement maintenance on the project. The construction of the PROJECT is funded by the City's Capital Improvements Program.

A. SURVEY AND DESIGN SERVICES

CONSULTANT shall provide the following survey and design services.

1. Meet with CLIENT to discuss project goals. Receive any available information from CLIENT applicable to the PROJECT.
2. Perform a partial topographic survey of the PROJECT site. Partial topographic survey shall collect some topographic features at the intersections, drainage structures crossing the PROJECT and the existing pavement cross section in locations selected by CONSULTANT.
3. CONSULTANT shall contact ONECALL to request utility companies locate their infrastructure within and/or adjacent to the PROJECT area. Existing utilities that are marked at the time of the topographic survey may be included in the topographic survey. The accuracy of the location of existing utilities is beyond the CONSULTANT's control and is not guaranteed.
4. Open-source GIS data and aerial imagery within the PROJECT limits may be used to approximate additional features beyond the limits of the partial topographic survey.
5. CONSULTANT shall perform design of the PROJECT to prepare construction plans and project manual referencing the most current edition, at the time of rendering services, of the following design guides and specifications:
   a. *A Policy on Geometric Design of Highways and Streets, 7th Edition* published by AASHTO.
   b. *Manual on Uniform Traffic Control Devices (MUTCD)* published by the Federal Highway Admin.
   c. *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way* published by the United States Access Board.
   d. *Standard Specifications for State Road and Bridge Construction, 2015 Edition* and applicable Special Provisions prepared by KDOT.
6. Perform engineering design of PROJECT improvements. CONSULTANT and CLIENT anticipate the improvements shall primarily include the following:
   a. Horizontal limits of asphalt street maintenance actions (overlay & anticipated pavement patches).
   b. Horizontal limits of asphalt pavement replacement.
   c. Culvert replacement.
7. The construction plans shall include a preliminary traffic control plan that may be used by the Owner's Contractor as a general guide in preparing their final traffic control plan for implementation during construction. Consultant's preliminary traffic control plan may include an outline of anticipated construction sequencing and shall reference the requirements

of the *MUTCD* to be used by the Owner's Contractor in preparation of their final traffic control plan. Consultant's preliminary traffic control plan shall be submitted to the Owner for review and approval prior to inclusion in the Final Design construction plans.

8. Prepare a project manual to include bidding forms, construction contract documents, and technical specifications for items of work included in the PROJECT design.
9. Attend a Preliminary Check meeting at the PROJECT to discuss the design status.
10. After the Preliminary Check meeting, CONSULTANT shall address CLIENT's review comments and prepare Final Check construction plans and project manual.
11. CONSULTANT shall submit the Final Check construction plans and project manual to CLIENT for review and comment.
12. After the Final Check review, CONSULTANT shall address CLIENT's comments and provide CLIENT with up to three (3) hard copies and one (1) PDF of the final construction plans and project manual sealed by a licensed professional engineer.
13. Prepare an opinion of probable project costs at the Preliminary Check and Final Check PROJECT development stages.
14. Prepare the permit application and applicable exhibits for known permits required for construction. CONSULTANT shall deliver permit application(s) to CLIENT for CLIENT to submit for approval. Permit application fees will be the CLIENT's responsibility. CONSULTANT and CLIENT anticipate the following permits may be needed.
    a. KDHE Notice of Intent (NOI) Permit.
15. Environmental Assessment or Environmental Impact Statement services concerning the National Environmental Policy Act are specifically excluded from this AGREEMENT. The CONSULTANT does not anticipate these services will be necessary for the PROJECT. Should the need for such services arise, the CONSULTANT can provide these services by supplemental agreement.
16. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated and therefore is not included in this scope of services.
17. Geotechnical engineering services are not included within this scope of services. CONSULTANT shall assist CLIENT in soliciting proposals for services from geotechnical engineering companies. CLIENT will contract directly with a qualified geotechnical engineering firm to provide geotechnical services.
18. CLIENT acknowledges existing storm water conveyance features may be present within and/or adjacent to the PROJECT which have insufficient capacity and may not be included in the PROJECT design scope of services. CLIENT acknowledges that the CONSULTANT's hydrologic and hydraulic analysis services are limited to the storm water conveyance features included in the PROJECT design scope of service.
19. Items not included in this scope of services which can be provided by CONSULTANT by supplemental agreement or separate agreement include, but are not limited to:
    a. Full project survey of the site.
    b. Preparation of rights-of-way and/or easement acquisition documents.

B. BID PHASE SERVICES

CONSULTANT shall provide the following Bid Phase Services.

1. Assist CLIENT with advertising the PROJECT bid documents.
2. Address questions from prospective bidders regarding the bid documents. Issue addenda, if necessary, prior to the bid letting.
3. Provide CLIENT with an Engineer's Opinion of Probable Construction Costs at the time of the opening of bids.
4. Attend the bid opening, review and tabulate bids, and provide CLIENT with a recommendation regarding award of the construction contract.

C. CONSTRUCTION CONTRACT ADMINISTRATION PHASE SERVICES (NOT INCLUDED)

1. Construction Contract Administration Phase Services are not included but can be added by Supplemental Agreement.

END EXHIBIT 1

EXHIBIT 2

COST AND SCHEDULE

A. ENGINEERING FEE

1. CONSULTANT shall provide services in Exhibit 1, Items A and B for a lump sum fee of **$76,500.00**. CLIENT shall be invoiced in accordance with Section 4 of this AGREEMENT. Monthly invoicing shall be based on the percentage of the scope of services performed.
2. Reimbursable expenses not included in the Engineering Fee above may include, but are not limited to, expenses such as the purchase of title reports, maps, expenses of printing and reproductions, expenses to obtain copies of deeds, plots, plats, prints, plans, or other direct costs incurred by CONSULTANT. CONSULTANT and CLIENT agree to a reimbursable expenses allowance of **$500.00**.

B. ESTIMATED PROJECT SCHEDULE

1. CONSULTANT shall perform services in an effort to meet CLIENT's scheduling goals to bid the PROJECT in February of 2027 based on CLIENT giving CONSULTANT a Notice to Proceed on or before December 1, 2026.

END OF EXHIBIT 2

EXHIBIT 3

SPECIAL PROVISIONS

1. With respect to Betterment: If any item or component of the Project is required due to omission from the construction documents, the CONSULTANT's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the CLIENT if the omitted item or component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by the CLIENT and shall not be a basis of claim against the CONSULTANT. It is intended by this provision that the CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

2. The CONSULTANT shall not be held responsible for the design elements provided by any product or equipment manufacturer. The CONSULTANT's responsibility is limited to specifying the product or equipment based on performance criteria and specifications provided by the manufacturer. Any design services or modifications required to meet these specifications shall be the responsibility of the manufacturer. The CONSULTANT shall not be liable for any errors, omissions, or deficiencies in the design provided by any manufacturer.

3. CONSULTANT Non-Responsibility for Contractor Site Safety and Means and Methods: CONSULTANT has no control over, charge of, or responsibility for construction. CLIENT shall retain a qualified contractor(s), licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. The CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the CLIENT, CONSULTANT, CONSULTANT's subconsultants, and officers and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name the CLIENT, CONSULTANT, CONSULTANT's subconsultants as additional insured on Contractor's Commercial General Liability insurance policies.

4. If hazardous materials are present, the CLIENT shall be responsible to remove them from the Project site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. The CLIENT shall indemnify and hold harmless the CONSULTANT from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause of the extension of the schedule of CONSULTANT's services and equitable adjustment of fees for the CONSULTANT as mutually agreed by the parties.

END OF EXHIBIT 3

Community Development Quarterly Report

Quarter 3: Jul-Sept 2026

Animal Control



37 LOOSE ANIMALS	5 BARKING COMPLAINTS	1 DECEASED ANIMALS REMOVED
1 UNREGISTERED PET VIOLATIONS	0 NEGLECT INVESTIGATIONS	0 CHICKEN PERMITS & INSPECTIONS
0 DANGEROUS DOG	0 DOG BITE CASES	0 CITATION ISSUED

Boat/RV	0
Inoperable Vehicles	14
Trash/Exterior Conditions/Storage	13
Public Safety	0
Parking	0
Signage	1
Tall Grass/Weeds	14
Environmental	1
Zoning	2

CODE ENFORCEMENT

45 NEW VIOLATION LEVEL CASES

75% OFFICER DRIVEN

1 CITATIONS ISSUED

25% RESIDENT DRIVEN

The Community Development Department strives to create a livable, resilient, and safe City by enhancing and guiding our community's neighborhoods and commercial areas through City planning, building supervision, code enforcement, and animal control.

Community Development Quarterly Report

Quarter 3: Jul-Sept 2026

Building Permitting

Building Permits Issued

36 Residential

4 Non-Residential

$6,796,459 TOTAL PERMIT VALUATION

$6,089,877 Residential Valuation

$706,582 Non-residential Valuation

Inspections

270 TOTAL INSPECTIONS COMPLETED

247 Residential

23 Non-Residential

Dwyer Farms Progress Report

130 Total Permits Issued

48 Permits issued in 2026 to date

87 Total Certificate of Occupancy

84 Changed ownership

Planning & Zoning

1 Final Site Plan

1 Rezoning

1 Final Plat

1 Temporary Construction Use

1 Conditional Use Permit

Planning News

Dwyer Farms

Homes are under construction in Phase 2 of Dwyer Farms. Infrastructure for Phase 3 has been constructed

Emerging Industries

The Community Engagement regarding Emerging Industries project is underway with the Nash Group. First steps are to get the list of emerging industries identified and defined prior to beginning the engagement.

1,983 Est. Pop.

Based upon Certificates of Occupancy and ownership data

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Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

City Council Action Item

Council Meeting Date: November 12, 2026

Department: Administration

Agenda Item: Consider Court Order Regarding Petition for Proposed Ordinance to Prohibit High Impact Data Centers in Edgerton

Background/Description of Item:
On July 15, the City of Edgerton received a Petition for Proposed Ordinance to Prohibit High Impact Data Centers. A copy of that Petition is enclosed.

The Petition references Kansas Statute K.S.A. § 12-3013 Petition for proposed ordinance. Additionally, Kansas Statute K.S.A. § 25-3601 describes the procedure to determine the sufficiency of petitions. Copies of both statutes are enclosed with this memo for reference.

Signature Verification (Johnson County Election Office)
The City submitted the Petition to the Johnson County Election Office on July 16 to verify the signatures as described in K.S.A. § 12-3013. On July 20, the Election Office notified the City that process was complete via the letter enclosed. The petition included 208 signatures submitted. Kansas law required 73 signatures and 75 were accepted by the Election Office, thus meeting the statutory required number of signatures.

Form Verification (Johnson County Attorney)
The City contacted the Johnson County Attorney as described in K.S.A. § 25-3601 to receive the written advisory opinion as to the legality of form of the question. The Johnson County Attorney's Office provided the City a copy of a letter originally provided to Carrie Schmidt on July 2 that confirmed the legality of form of the question.

Legal Review (Johnson County District Court)
On August 4, 2026, the City filed in Johnson County District Court to seek a declaratory judgment from the Court to decide if the petition ordinance is legally eligible to be adopted through the petition process. On August 28, 2026, Eric Twente filed in Johnson County District Court to require the City Clerk to place the petition on the ballot. On Tuesday, November 3rd, a Johnson County District Court Judge ruled the ordinance as legislative and ordered the City Clerk to submit the petition ordinance for approval or election.

Next Step for City Council
Now that the Court has resolved the question about whether the proposed ordinance is legislative, and has directed the City Clerk to act, the City Council has two options:

1) Approve the Petition (without alteration) as an ordinance of the City, giving it the effect of being an ordinance passed by the City.

OR

2) Submit the Petition (without alteration) for a vote at a special or regular election.

Any ordinance proposed by a petition that is passed by the governing body or adopted by a vote of the electors, shall not be repealed or amended except (1) by a vote of the electors, or (2) by the governing body, if the ordinance has been in effect for 10 years from the date of publication, if passed by the governing body, or from the date of the election, if adopted by a vote of the electors.

Related Ordinance(s) or Statue(s): K.S.A. § 12-3013, K.S.A. § 25-3601

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation:

Enclosed:
Petition for Proposed Ordinance to Prohibit High Impact Data Centers
Kansas Statute K.S.A. § 12-3013
Kansas Statute K.S.A. § 25-3601
Election Office Verification
County Attorney Verification

Prepared by: Beth Linn, City Administrator

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Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

07.15.2026

Petition For Proposed Ordinance To Prohibit High Impact Data Centers In The City Of Edgerton To Prevents Industrial Nuisances, Protect The Property Of Its Residents, And Preserve Municipal Resource Capacity has been received on July 15, 2026 at 1:16 PM via City Clerk, Dusti Callahan.

Dusti Callahan

RECEIVED
JUL 15 2026
pgs 34

PETITION FOR PROPOSED ORDINANCE TO PROHIBIT HIGH IMPACT DATA CENTERS IN THE CITY OF EDGERTON TO PREVENT INDUSTRIAL NUISANCES, PROTECT THE PROPERTY OF ITS RESIDENTS, AND PRESERVE MUNICIPAL RESOURCE CAPACITY.

High Impact Data Centers present substantial risks to the public health, welfare, and peace of the residents of Edgerton, Kansas, and threaten the potential and capacity of local and regional infrastructure, including utilities. These facilities release massive amounts of heat and noise into the surrounding area, disrupting the local environment and affecting nearby residents and businesses. These facilities require extreme electrical loads that can stress local and regional power grids, require massive power infrastructure expansion, impose substantial load on local and regional utilities, and compete directly with the essential needs of residents and other community uses, potentially harming future city development and population growth.

We, the undersigned electors of the City of Edgerton, Kansas, hereby submit this Petition for a proposed ordinance pursuant to K.S.A. § 12-3013 and respectfully request that the governing body of the City of Edgerton pass the following ordinance without alteration or submit the same to a vote of the electors.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EDGERTON, KANSAS PROHIBITING THE INSTALLATION AND OPERATION OF HIGH IMPACT DATA CENTERS TO PREVENT INDUSTRIAL NUISANCES, PROTECT THE PROPERTY OF ITS RESIDENTS, AND PRESERVE MUNICIPAL RESOURCE CAPACITY

WHEREAS, High Impact Data Centers represent a rapidly evolving land use that has only recently begun to be proposed in jurisdictions across the United States, and that such facilities are largely unstudied in these areas and generate large negative environmental and potential health impacts, including industrial-scale land and regional residential environment disruption;

WHEREAS, emerging forms of High Impact Data Center development involve significant electrical and water consumption depending on facility design and cooling technologies with high demand on regional infrastructures that have not been adequately evaluated or addressed;

WHEREAS, High Impact Data Centers require extraordinary amounts of electrical power, water for cooling, and generate significant noise and heat by design, straining municipal utilities, impacting quality of life, imposing significant industrial nuisance, and causing adverse effects on public welfare;

WHEREAS, High Impact Data Centers are typically designed with some form of scalability, implicating unknown and increasing amounts of water and energy usage;

WHEREAS, the extreme electrical loads required by High Impact Data Centers necessitate the construction of novel high-voltage transmission lines, electrical substations, and other energy infrastructure development, likely necessitating involuntary property condemnation and taking of private land via utility easements;

WHEREAS, the continuous operation of High Impact Data Centers requires massive

industrial cooling arrays that generate severe and unremitting noise pollution and localized thermal exhaust, creating an industrial nuisance that degrades the peace of surrounding public and private property;

WHEREAS, the Governing Body finds that a facility requiring a peak electrical load exceeding ten (10) megawatts or a daily water draw exceeding one hundred thousand (100,000) gallons constitutes the threshold at which a single use necessitates disruptive regional infrastructure expansion and requires industrial equipment and facilities that generate severe noise pollution.

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

SECTION 1. The purpose of this Ordinance is to protect the public health, safety, peace, and welfare of the residents of Edgerton, Kansas, and to safeguard the stability and capacity of local and regional infrastructure and the peace and welfare of city residents and businesses, from the substantial risks posed by High Impact Data Centers. The Governing Body finds and declares as follows:

(a) General Welfare Protection. Protecting citizens from the threat of eminent domain and utility easements, preserving utility capacity for diverse municipal growth, and preventing industrial noise nuisances are fundamental exercises of the City's constitutional and statutory police powers to protect the public health, safety, and general welfare.

(b) Public Infrastructure Preservation as a Core Duty. The Governing Body finds that the preservation of municipal utility capacity—specifically the city's electrical distribution grid and public water supply for future growth and development—is essential to the public health, safety, and general welfare of the residents of Edgerton, Kansas.

(c) Unexplored City Power Distribution. The Governing Body finds that the novel and unprecedented municipal energy agreements required to service High Impact Data Centers present significant, unquantifiable risks to the stability of the local energy grid and the general welfare of City residents. Furthermore, the extraordinary electrical load demanded by such facilities necessitates massive and disruptive regional infrastructure expansion–specifically the construction of high-voltage transmission corridors, the involuntary condemnation of private property via utility easements, and the physical displacement of residents from their homes.

(d) Inadequacy of Existing Regulatory Frameworks. The rapid, unprecedented emergence of these high-impact, infrastructure-depleting facilities represents a novel depletion of municipal resources that cannot be managed through standard administrative oversight.

(e) Reasonable Exercise of Police Power. Therefore, a total prohibition on High Impact Data Centers is a necessary, reasonable, and narrowly tailored exercise of the City's inherent police power to protect the City's infrastructure and future growth, preserve the water and energy municipal rights of citizens, and protect the lives, safety, and quality of life of the citizens of Edgerton.

SECTION 2. For the purposes of this Ordinance, the following term shall have the meaning indicated:

> "High Impact Data Center" means a principal use consisting of one or more buildings, structures, or facilities whose primary purpose is the housing, operation, and maintenance of computer servers, data storage devices, networking equipment, and associated infrastructure (including but not limited to cooling systems, backup power generators, substations, and high-capacity electrical and water systems) for the bulk processing, storage, or transmission of electronic data, that requires a peak electrical load exceeding ten (10) megawatts, **or** a daily water draw exceeding one hundred thousand (100,000) gallons. This term includes server farms, colocation facilities, AI training facilities, cryptocurrency mining operations, and similar high-density computing facilities. This definition does **not** include accessory data processing equipment that is incidental and subordinate to the primary use of a building (e.g., ordinary office servers, school computer labs, or manufacturing process controls).

SECTION 3. No person, firm, corporation, or other entity shall construct, install, operate, maintain, or cause to be constructed, installed, operated, or maintained, any High Impact Data Center.

SECTION 4. Any violation of these High Impact Data Center regulations shall be subject to the same enforcement requirements, including the civil and criminal penalties provided for in the City of Edgerton City Code, or applicable City of Edgerton, State of Kansas, or federal law for violation of an ordinance.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof. Similarly, if any exemption, variance, or procedural provision is found invalid, it is the express intent that the core prohibitions shall remain in effect to the maximum extent permitted by law.

SECTION 6. Where the requirements of this Ordinance impose a different restriction or requirement than imposed by other sections of the City of Edgerton City Code, or other applicable rules or regulations, the requirements of this Ordinance shall prevail.

SECTION 7. This Ordinance shall take effect and be in force upon publication as required by K.S.A. § 12-3007, or upon approval by the electors pursuant to K.S.A. § 12-3013, as applicable by law.

WHEREFORE, as of the ___ day of _____, 2026, we, the qualified electors of the City of Edgerton, Kansas, hereby submit this Petition for a proposed ordinance pursuant to K.S.A. § 12-3013 and respectfully request that the governing body of the City of Edgerton either pass the above ordinance without alteration or submit the same to a vote of the electors.

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
BRIAN WOOLWORTH	710 WEST MERIWOOD LANE EDGERTON, KANSAS 66021	Brian D. Woolworth	07/12/2026
Daniel L. Henry	708 W Meriwood Lane, Edgerton Ks 66021	Daniel L. Henry	07/12/2026

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Carrie Schmidt, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): Carrie Schmidt (Circulator's residence address): 30125 W. 187th St #535

Subscribed and sworn to before me this 13 day of July, 2026

JL Kawaguchi
Notary Public

My Commission Expires: 06/20/2030

NOTARY PUBLIC - State of Kansas
JOEL KAWAGUCHI
My Appt. Expires 06/20/2030

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Kathy Smiley	506 W. Cumberland Edgerton KS 66021	Kathy Smiley	July 12. 26
Matt Todd	905 W 5th St. Edgerton 66021		7-12-26
Scott Hall	909 W 5th St Edgerton KS 66021		7-12-26
David Bell	421 W Edgewood Drive, Edgerton, KS 66021	David Bell	7-12-26
Ava Bell	421 W Edgewood dr Edgerton KS, 66021		7/12/26
Gaby Smith	513 W Edgewood Dr. Edgerton 66021		7/12/26
Dennis Timm	212 N. Martin Edgerton KS 66021		7/12/26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

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By: (Signature of Circulator): Carrie Schmidt (Circulator's residence address): 30125 W 187th St. #535 Gardner, KS 66030

Subscribed and sworn to before me this 13 day of July, 2026

JL Kawaguchi
Notary Public

My Commission Expires: 06/20/2030

NOTARY PUBLIC - State of Kansas
JOEL KAWAGUCHI
My Appt. Expires 06/20/2030

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NAME	ADDRESS	SIGNATURE	Date
Leslie Wehl	212 emerton St apt 3 Edgerton KS 66021		7/12/26
Brent Parks	512 E 3rd Edgerton KS 66021		7/12/26
Kaitlyn Purkapile	701 W Meriwood Ln Edgerton KS 66021		7/12/26
Ben Purkapile	701 W Meriwood Ln Edgerton KS 66021		7/12/26
Roger Henik	617 W Meriwood Ln 66021		7/12/26
JANELL KELLY	617 W MERIWOOD LN 66021		7/12/26
Britney Ward	613 W Merwood lane 66021		12/jul/26

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NAME	ADDRESS	SIGNATURE	Date
Devon Lloyd	513 W Meriwood Ln Edgerton, KS 66021		7/12/26
Sophia Lloyd	513 W Meriwood Ln Edgerton, KS 66021		7/12/26
Michelle Mills	505 W Meriwood Lane, Edgerton KS 66021		7/12/26
EVAN SPALDING	413 W. Meriwood LN. Edgerton KS 66021		7/12/26
Gilbert Potoroff	811 W 4th Edgerton, KS		7/12/26
Tim Van Zee	502 W Meriwood Lane Edgerton KS 66021		7/12/26
Pierce Martin	612 W meriwood Lane Edgerton KS 66021		7/12/26

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NAME	ADDRESS	SIGNATURE	Date
Charlette Campbell	700 W Edgewood Dr, Edgerton KS	Charlette Campbell	07/12/26
Jeffe Campbell	700 W EDGEWOOD DR EDGERTON KS		7/12/26
Jessica Vohs	704 W. Edgewood dr. Edgerton, KS 66021	Jessica Vohs	7/12/26
Patrick Vohs	704 W. EDGEWOOD DR. EDGERTON, KS 66021		7/12/26
Diane Dean	709 W Edgewood Dr Edgerton KS 66021	Diane Dean	7/12/26
Ryan Dean	709 W Edgewood Dr Edgerton KS 66021		7/12/26
Ralston E Smiley	506 W Cumberland Edgerton KS 66021	Ralston Smiley	7-12-26

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NAME	ADDRESS	SIGNATURE	Date
John F Musselman II	517 W Martin St Edgerton, KS 66021	John F Musselman II	7/11/26
Jordan Ritchie	529 W Martin St Edgerton KS 66021		7/11/26
Nick Wakefield	600 W Martin St Edgerton KS 66021		7/11/26
Robert Felt	528 W. Martin St Edgerton KS 6621		7/11/26
Alicia Brown	524 W Martin St Edgerton KS 66021		7/11/26
Donald Renfro	412 W Nelson ST Edgerton KS		7/11/26
Kristen Scott	[illegible]		7/12/26

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NAME	ADDRESS	SIGNATURE	Date
Jennifer R Strahm	617 W Edgewood Dr. Edgerton KS 66021		7/12/26
Ben Strahm	617 W. Edgewood Dr. Edgerton KS 66021		7/12/26
James F Gordon	1009 W 7th St Edgerton 66021		7-12-26
Shirley O Smith	1004 W. 7th St Edgerton KS 66021		7/12/26
J Osmun	1006 W 7th St Edgerton KS 66021		7/12/26
Jim Schallert	1002 W 7th St Edgerton KS 66021		7/12/2026
Julie Schallert	1002 W 7th St Edgerton KS 66021		7/12/2026

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NAME	ADDRESS	SIGNATURE	Date
Tammi Clark	207 E McCarty Edgerton KS 66021		7-11-26
Kaylene Starnes	207 E McCarty Edgerton KS 66021	Kaylene Starnes	7-11-26
John Morris	37854 W 207 Terr Edgerton, KS 66021		7-11-2026
Karen Fairbanks	911 W 3rd St Edgerton KS 66021		7-11-2026
Tiffany Lydon	407 W. 5th St. Edgerton KS 66021		7-11-2026
Tonya VanDee	501 W. Martin Edgerton KS 66021		7-11-2026
Alice Musselman	517 W Martin Edgerton 66021		7-11-2026

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NAME	ADDRESS	SIGNATURE	Date
Jeremy W. Gilmore	214 E. Nelson St. Edgerton KS 66021		7/6/26
Faith Shafer	37779 W 207th Ter. Edgerton KS 66021	faith Shafer	7/11/26
Drew Shafer	37779 W 207th Ter Edgerton KS 66021		7/11/26
John Stevenson	37746 W 207th Ter. Edgerton KS 66021	John Stevenson	7/11/26
Katherine Freeman	37752 W 207th Ter, Edgerton, KS 66021		7/11/26
Charles Tetman IV	37806 W 207th TERR. EDGERTON, KS 66021		7-11-26
Angel Mumbo	37854 W 207th TERR, Edgerton, KS 66021		7-11-26

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NAME	ADDRESS	SIGNATURE	Date
Michael Boland	106 W 5th St Edgerton, KS 66021		7/11/26
Rebecca Boland	106 W 5th St Edgerton, KS 66021	Rebecca Boland	7/11/26
Natalie Fye	307 W. 5th St Edgerton, KS 66021	Natalie Fye	7/11/26
Jeff McHenry	305 W 5th ST EDGERTON KS 66021		7/11/26
Michelle Theis	200 W. 6th St, Edgerton, KS 66021		7/11/26
Anyssa Wells	308 E. Hulett St Edgerton KS 66021		7/11/26
Whitney Lentz	218 E Hulett st, Edgerton KS 66021	Whitney Lentz	7/11/26

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NAME	ADDRESS	SIGNATURE	Date
Michael Scott	210 E Hulett St. Edgerton KS 66021		7-11-26
Jan Starling	115 E Nelson Edgerton KS 66021		7-11-26
Barrett Dopp	110 E McCarty St Edgerton KS, 66021		7-11-26
Jeff Dopp	110 E McCarty Edgerton Ks. 66021		7-11-26
Julie Fish Wilkie	100 W Hulett St Edgerton KS		7-11-26
Rebecca Hollingshead	107 E. ~~Hollet~~ Hulett St Edgerton. KS 66021		7.11.26
Janis Bilson	201 E. McCarty Edgerton, KS 66021		7-11-26

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NAME	ADDRESS	SIGNATURE	Date
Amanda Carter	506 W. Edgewood Dr. Edgerton, KS 66021		7/12/26
Brittany Carter	506 W. Edgewood dr Edgerton KS 66021	B Carter	7/12/26
Scott Wehrt	212 E martine #Apt 3 Edgerton KS 66021	Scott Wehrt	7/12/26

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NAME	ADDRESS	SIGNATURE	Date
Cyan Harney	37778 W 208th Ter Edgerton	Cyan Harney	7-11-26
Kristie Schuster	37838 W 208th Ter Edgerton 66021	Kristie Schuster	7/11/26
Richey Hulft	37733 W 208th Ter Edgerton 66021	Richey Hulft	7/11/26
Autumn Vonnoykel	37733 W 208th Ter Edgerton 66021	Autumn Vonnoykel	7.11.26
Daniel O'Donnell	204 W 5th St Edgerton 66021	Daniel O'Donnell	7-11-26
Maddison Lapietra	206 W. 5th St Edgerton, 66021		7-11-26
Jesus Mascote	108 1st St edgerton, 66021		7-11-26

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NAME	ADDRESS	SIGNATURE	Date
MIKAYLA BAYS	37851 W 207TH TER EDGERTON KS 66021	MB	7/11/26
Jared Bays	37851 W 207th Ter. Edgerton KS 66021	Jared Bays	7/11/26
Caden Mauze	37710 W 207th Ter Edgerton KS 660	Caden Mauze	7/11/26
Dylan Sauer	20815 Fairview st Edgerton KS 66021		7/11/26
Jordan Wolfe	20843 Fairview St Edgerton KS 66021		7/11/26
Jacob Warden	20875 Fairview st Edgerton KS 66021		7/11/26
Clay Harvey	37778 W 208th Terr Edgerton KS 66021		7/11/26

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Monserrat Cichaw	108 1st St, Edgerton, KS, 66021		07/11/2026
Yvonne Morales	106 W Hulett St. Edgerton KS 66021		07/11/2026
Wyeth Wallingford	107 E Hulett St Edgerton KS		07/11/2026
Michael Sipe	104 E 3rd st Edgerton KS 66021		7/11/26
Nicholaus Riggs	1001 N 7th St Edgerton KS, 66021		7-12-26
Kim Finkelbonker	510 W Cumberland Dr		7/12/26
Hannah McKain	905 W 5th St Edgerton KS 66021		7-12-26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Carrie Schmidt, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): Carrie Schmidt (Circulator's residence address): 30125 W. 187th St. #535 Gardner, KS 66030

Subscribed and sworn to before me this 13 day of July, 2026

JL Kawaguchi
Notary Public

My Commission Expires: 06/20/2030

NOTARY PUBLIC - State of Kansas
JOEL KAWAGUCHI
My Appt. Expires 06/20/2030

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Graene Swallow	510 W Merwood Ln, Edgerton KS 66021		7/5/26
Barbara Sweetwood	18705 Sun Flower Rd. Edgerton, KS 66021		7/5/26
[illegible]	1080 Meri Wood Lane Edgerton KS		7-5-26
Vicki Stegman	109 W Meriwood Ln Edgerton KS		7-5-26
Josie Stambaugh	804 W. 3rd St Edgerton, KS		7-5-26
Brett Hamilton	37721 W. 208th Terrace		7-5-26
Christina Cain	309 W Nelson		7-5-26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Jessica Lee Martin, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator) Jessmartin (Circulator's residence address): 517 W. Edgewood Dr. Edgerton, KS 66021

Subscribed and sworn to before me this 14 day of July, 2026

Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF KANSAS
KATHLEEN CUMMINS
My Appointment Expires: 4/18/2028

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Roger Cain	309 W. Nelson, Edgerton KS 66021		7-5-26
Eric S. Twente	705 W. Meriwood Ln. Edgerton KS. 66021		7-5-26
KIMBERLY TWENTE	705 W. MERIWOOD LN EDGERTON KS		5 JUL 26
Lauren Miller	120 E. Hillett St. Edgerton, Ks		5 JUL 26
Betty J Gordon	904 1st Street Edgerton KS 66021		7-5-26
LeRoy C Gordon	904 1st ST Edgerton, KS 66021		7-5-26
Kathleen Dowery	304 W Nelson, Edgerton		7-5-26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Jessica Lee Martin, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): Jessica Martin (Circulator's residence address): 517 W. Edgewood Dr. Edgerton KS, 66021

Subscribed and sworn to before me this 14 day of July, 2026

Kathleen Cummins
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF KANSAS
KATHLEEN CUMMINS
My Appointment Expires: 4/19/2028

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Betty J. Whyte	305 Heather Knoll Dr. Edgerton KS 66021	Betty J Whyte	7-8-26
Allison Scott	1210 W. 3rd St. Edgerton KS 66021	Allison Scott	7/8/26
Kyle Scott	1210 W 3rd St. Edgerton, KS 66021	Kyle Scott	7/8/26
Lauren Curtis	609 W Merrwood Lane, Edgerton KS 66021	Lauren Curtis	7/13/26
Mike Curtis	609 W Merrwood Ln Edgerton 66024	Mike Curtis	7/13/26
Stephanie Klamm	408 E Nelson St Apt 1 Edgerton KS 66021	Stephanie Klamm	7/13/26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

Jessica Lee Martin, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): Jess Martin (Circulator's residence address): 517 W Edgewood Dr Edgerton, KS 66021

Subscribed and sworn to before me this 14 day of July, 2026

Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF KANSAS
KATHLEEN CUMMINS
My Appointment Expires: 4/18/2028

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
William J Lafalce	516 W 4th ST EDGERTON KS 66021		7/5/26
Kathy Traffas	408 W. 5th Street 66021		7/5/26
Jeanette Lafalce	516 W 4th St Edgerton KS 66021		7-5-26
Jennifer Miller	208 W. Meriwood Ln Edgerton KS 66021		7/5-26
Christopher Miller	208 W. Meriwood Ln. Edgerton KS 66021		7-5-26
Sandra Clark	514 W. Cumberland Dr. Edgerton, KS 66021	Sandra Clark	7-5-26
Maryam Swalldi	510 W. Meriwood Ln	Maryam Swalldi	7-5-26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Jessica Lee Martin, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): Jess Martin (Circulator's residence address): 517 W. Edgewood Dr. Edgerton, KS 66021

Subscribed and sworn to before me this 14 day of July, 2026

Kathleen Cummins
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF KANSAS
KATHLEEN CUMMINS
My Appointment Expires: 4/19/2028

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Deborah L Cavus	605 W Meriwood Lane Edgerton KS 66021	Deborah L Cavus	7/5/26
George L Klumm	408 E. Nelson Apt 1 Edgerton KS 66021	George L Klumm	7/5/26
~~Stephanie Klumm~~	~~408 E. Nelson Apt Edgerton KS 66021~~	Stephanie Klumm	7/5/26
Roger L Cameron	908 1st Edgerton, KS	Roger L Cameron	7/5/26
Rose Cordero	104 E Rankin St, Edgerton KS 66021	R	7/5/26
Erin Mizer	505 West Edgewood Dr Edgerton KS 66021	E	7/5/26
Shane Mizer	505 West Edgewood Drive Edgerton KS 66021	S	7/5/26

66021

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Jessica Lee Martin being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): Jessica Martin (Circulator's residence address): 517 W. Edgewood Dr. Edgerton KS, 66021

Subscribed and sworn to before me this 14 day of July, 2026

Kathleen Cummins
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF KANSAS
KATHLEEN CUMMINS
My Appointment Expires: 4/18/2028

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Melissa Francy	217 W. Edgewood Drive Edgerton KS 66021		7-8-26
Dakota Francy	217 W. Edgewood Drive Edgerton KS 66021		7-8-26
Truell Peters	903 W 3rd St Edgerton, KS 66021		7-8-26
Bryan Workman	20822 Starside St. Edgerton, KS 66021		7-8-26
Debbie Gilliland	506 Shenandoah Edgerton Ks 66021		7-8-26
Kyle McKibben	820 E 2nd ST Edgerton KS 66021		7-8-26
Veronica Gerdes	405 Heather Knoll DR Edgerton KS, 66021		7-8-26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Jessica Lee Martin, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): _____ (Circulator's residence address): 517 W. Edgewood Dr Edgerton, KS 66021

Subscribed and sworn to before me this 14 day of July, 2026

Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF KANSAS
KATHLEEN CUMMINS
My Appointment Expires: 4/18/2028

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Tiffany Cain	309 W Nelson St Edgerton KS 66021		7/5/26
Christina Cain	309 W Nelson St Edgerton KS 66021		7/5/26
KAYLEE FROST	400 W 5th St Edgerton, KS 66021		7/8/26
David T. Rawles	709 HeatherKnoll Dr Edgerton KS 66021		7/8/26
Janeice L. Rawles	709 HeatherKnoll Dr. Edgerton, KS 66021		7/8/26
Melissa Aldrich	707 W Nelson Lot 113 Edgerton KS		7/8/26
Jeffrey J. Hora	707 W Nelson St Lot 113 Edgerton KS		7/8/26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Jessica Lee Martin, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): Jessmartin (Circulator's residence address): 517 W. Edgewood Dr. Edgerton, KS 66021

Subscribed and sworn to before ~~me~~ this 14 day of July, 2026

Kathleen Cummins
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF KANSAS
KATHLEEN CUMMINS
My Appointment Expires: 4/18/2028

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Sarah Wolfswinkel	23005 Spoon Creek Rd. Edgerton KS 66021	Sarah Wolfswinkel	7-9-26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Kailey Dressler, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): Kailey Dr (Circulator's residence address): 217 W Colleen Dr, Gardner KS 66030

Subscribed and sworn to before me this 13TH day of July, 2026

Daniel Connors
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF KANSAS
DANIEL CONNORS
My Appointment Expires: 8/14/2027

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Robert Bradley	509 W. Cumberland Dr. Edgerton KS 66021		7.8.26
Jay Bradley	509 W. Cumberland Drive Edgerton KS 66021	Jbradley	7.8.2026
Larry Stuteville	113 W Nelson Edgerton KS 66021		7/9/26
Cynthia Cope	203 E McDonald St.	Cynthia Cope	7/9/26
Chris Collier	113 W Merlwood Ln		7/9/26
Donna Oleary	300 E 3rd St Edgerton KS		7/11/26
James O'Leary	300 E 3rd St Edgerton KS 66021		7/11/26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Scott Lawrence, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): Scott Lawrence (Circulator's residence address): 19370 Edgerton Rd, Edgerton KS 66021

Subscribed and sworn to before me this 14th day of July, 2026

Esmeralda Lyza Lirez
Notary Public

My Commission Expires: 6/16/2027

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Kim Denny	413 E. McCarty Edgerton KS 66021	Kim Denny	7-6-26
Nancy Denny	413 E McCarty Edgerton KS 66021	Nancy Denny	7-6-26
Alan L. Hanson	304 W McDonald Edgerton, KS 66021	Alan L. Hanson	7/6/26
Randy Stegman	109 W. Merriwood Ln. Edgerton KS 66021	Randy Stegman	7-6-26
Dr. David S. Lammers Sr.	107 W. Edgewood Dr. Edgerton KS	David Lammers	7-6-26
Jessica Booton	203 W Merriwood Ln, Edgerton, KS 66021	Jessica Booton	7-6-26
William Booton	203 W. Merriwood Ln Edgerton, KS 66021	William Booton	7-6-26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, William J. LeFalce, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): William J. LeFalce (Circulator's residence address): 516 W 4th St, Edgerton KS 66021

Subscribed and sworn to before me this 13 day of July, 2026

Mona Mayfield
Notary Public

My Commission Expires: 8-31-29

STATE OF KANSAS NOTARY PUBLIC
MONA MAYFIELD
My Appointment Expires
8-31-29

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Michelle R Corbin	18275 Four Corners Rd, Edgerton, KS 66021	Michelle R Corbin	7/6/26
Thomas C. Corbin	18275 Four Corners Rd, Edgerton, KS. 66021	Thomas C Cal	7/6/26
Rodney Noel	613 Heather Knoll Dr Edgerton, KS 66021	Rodney Noel	7/6/26
Mary Rogers	605 W Morgan St Edgerton KS 66021	Mary Rogers	7-6-26
Jeremy Styno	18605 County Line Rd Edgerton		07-06-2026
Adam Ramsey	915 1st St Edgerton KS		7-6-2026
Steven C. Seifert Sr	309 West Martin St. Edgerton, Ks.	Steven C. Seifert Sr.	7/06/2026

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, William J. LeFlice, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator) _____ (Circulator's residence address): 516 W 4th St, Edgerton KS 66021

Subscribed and sworn to before me this 13 day of July, 2026

_____
Notary Public

My Commission Expires: 8-31-29

STATE OF KANSAS NOTARY PUBLIC
MONA MAYFIELD
My Appointment Expires
8-31-29

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Melissa Peters	304 W. Nelson St. Edgerton, KS		7-5-26.
Betty Camero	908 1ST Street Edgerton KS		7-5-26
Luke Nowacay	104 e Rankin St Edgerton, KS		7-5-26
Cherin Frost	400 W. 5th St. Edgerton KS		7-5-26
Jamie Frost	400 W. 5th St. Edgerton KS		7/5/26
Jerry Tempelmeyer	707 W Nelson St Lot 117 Edgerton KS		7-5-26
Patricia R Williams	510 W Meriwood Ln Edgerton, KS		7-5-26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, William J. LaFalce, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): _____ (Circulator's residence address): 516 W 7th ST, EDGERTON KS 66021

Subscribed and sworn to before me this 13 day of July, 2026

Notary Public

My Commission Expires: 8-31-29

STATE OF KANSAS NOTARY PUBLIC
MONA MAYFIELD
My Appointment Expires
8-31-29

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Rachel Lindsey	404 w 5th St. Edgerton, KS	Rachel Lindsey	7-5-26
Darnell Lindsey	404 w. 5th St. Edgerton, KS	D. Lindsey	7-5-26.
Ezra Winslow	200 E hulett St Edgerton KS	E Winslow	7-5-26
Joy Winslow	200 E Hulett St Edgerton KS	Joy Winslow	7-5-26
TERRY TRAFFAS	408 W. 5th St. Edgerton Ks		7-5-26
Kevin Todd	101 E Hulett EDGERTON KS		7-5-26
Dana Lafalce	516 W 4th st Edgerton KS		7/5/26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, William J. LaFalce, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): _____ (Circulator's residence address): 516 W 4th ST Edgerton KS 66021

Subscribed and sworn to before me this 13 day of July, 2026

_____
Notary Public

My Commission Expires: 8-31-29

STATE OF KANSAS NOTARY PUBLIC
MONA MAYFIELD
My Appointment Expires
8-31-29

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting High Impact Data Centers in The City of Edgerton, Kansas to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Amy Allen	306 E 2nd St. Edgerton, KS		7-5-26
JASON ALLEN	306 E 2ND ST EDGERTON KS		7-5-26
Linda Van Hercke	30 W. McDonald St. Edgerton KS	Linda Van Hercke	7-5-26
John VanHercke	301 West McDonald Street Edgerton KS		7-5-26
Mollyn Furgale	701 W Meriwood Ln. Edgerton KS 66021		7/5/26
Chad Williams	517 W Meriwood Ln Edgerton KS 66021		7/5/26
Taylor Slavens	209 W Martin St. Edgerton KS 66021		7/5/26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, William J. LeFuke, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

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Mona Mayfield
Notary Public

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NAME	ADDRESS	SIGNATURE	Date
Beth Corpany Whitehead	305 W. Martin St. Edgerton, KS 66021	Beth Corpany Whitehead	~~7/6/26~~ 7/6/26
Jeremy Whitehead	305 W. Martin St. Edgerton, KS 66021	Jeremy Whitehead	7-6-2026
Ben Purkapile	701 W. Merriwood Ln Edgerton KS		7-6-26
Patricia Stuteville	115 West Nelson Edgerton 66021	Patricia Stuteville	7-9-26
Aaron Wolfswinkel	23005 Spoonercreek Rd. Edgerton, KS 66021		7-9-2026
Kristi Espinosa	100 W Meriwood lane Edgerton KS 66021		7/9/26
Megan Bertenka	101 W Meriwood Ln Edgerton KS		7-9-26

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STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, William J LeFeke, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

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Notary Public

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"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Cynthia Quaintance	412 E Hulett, Edgerton	Cynthia Quaintance	7-9-2026
James Coughlin	400 W. Meriwood lane Edgerton KS 66021		7-11-2026
Kathy Coughlin	400 W meriwood LN, Edgerton KS 66021	Kathy Coughlin	7/11/26
Jason Wescott	509 W Martin St, Edgerton KS 66021		7/11/2026
Barbara Dill	202 E 3rd St Edgerton KS	Barbara Dill	7/12/2026
Olivia Baker	217 W. Mcdonald, Edgerton, KS	Olivia M Baker	7/13/2026
Caren Sherwood	217 W. McDonald St, Edgerton, KS. 66024		7/13/26

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Jason Wescott	509 W Marton St, Edgerton KS 66024		7/11/2026
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"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Josh Steward	209 W. MARTIN ST Edgerton KS 66021		7/5/26
Megan Brown	621 Heather Knoll Dr Edgerton, KS		7/5/26
Dean Brown	621 Heather Knoll DR Edgerton KS		7/5/26
Jessica Martin	517 W. Edgewood Dr. Edgerton, KS 66021	Jessica Martin	7/5/26
Michael Macedo	209 E. Martin St. Edgerton, KS, 66021		7/5/26
Jennifer Gaeta	709 W Merriwood LN. Edgerton KS	66021	7/5/26
CLARENCE GAETA	709 W. MERRIWOOD LN Edgerton KS 66021		7/5/26

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2025 Kansas Statutes

12-3013. Petition for proposed ordinance; requirements; passage or election; form of ballot; approval, effect; amendment or repeal; publication. (a) Except as provided in subsection (e), a proposed ordinance may be submitted to the governing body of any city accompanied by a petition as provided by this section. Such petition shall be signed by electors equal in number to at least 25% in cities of the first class, and 40% in cities of the second and third class, of the electors who voted at the last preceding regular city election as shown by the poll books and shall contain a request that the governing body pass the ordinance or submit the same to a vote of the electors. Such ordinance and petition shall be filed with the city clerk.

The signatures on the petition need not all be appended to one paper, but each signer shall include the signer's place of residence, giving the street and number (if there are street numbers). One person signing each paper shall make oath before an officer competent to administer oaths that such person believes the statements therein and that each signature to the paper appended is the genuine signature of the person whose name it purports to be. If the petition accompanying the proposed ordinance is signed by the required number of electors qualified to sign, the governing body shall either (a) pass such ordinance without alteration within 20 days after attachment of the clerk's certificate to the accompanying petition; or (b) if not passed within 20 days, forthwith call a special election, unless a regular city election is to be held within 90 days thereafter, and at such special or regular city election submit the ordinance, without alteration, to the vote of the electors of the city.

(b) The ballots used when voting upon the ordinance shall set forth the proposed ordinance in full or submit the proposed ordinance by title generally descriptive of the contents thereof. Each proposed ordinance set forth in full or submitted by title generally descriptive of the contents thereof shall be preceded by the words, "Shall the following be adopted?" If there is more than one proposed ordinance to be voted upon, the different proposed ordinances shall be separately numbered and printed, and the ballots shall conform to the requirements of K.S.A. 25-605, and amendments thereto.

(c) If a majority of the qualified electors voting on the proposed ordinance votes in favor thereof, such ordinance shall thereupon become a valid and binding ordinance of the city. Any ordinance proposed by a petition as herein provided and passed by the governing body or adopted by a vote of the electors, shall not be repealed or amended except (1) by a vote of the electors, or (2) by the governing body, if the ordinance has been in effect for 10 years from the date of publication, if passed by the governing body, or from the date of the election, if adopted by a vote of the electors. Any number of proposed ordinances may be voted upon at the same election, in accordance with the provisions of this section, but there shall not be more than one special election in any period of six months for such purpose. Mayors having veto power shall not veto any such ordinance, and if passed by the council or commission the mayor shall sign the ordinance.

(d) The governing body may submit a proposition for the repeal of any such ordinance, or for amendments thereto, to be voted upon at any succeeding regular city election. If such proposition so submitted receives a majority of the votes cast thereon at such election, such ordinance shall thereby be repealed or amended accordingly. Whenever any ordinance or proposition is required by this act to be submitted to the electors of the

city at any election, the city shall cause such ordinance or proposition to be published once each week for two consecutive weeks in the official city paper. Such publication shall be not more than 20 or less than five days before the election. Any ordinance heretofore passed or made effective by election under the provisions of section 12-107 of the General Statutes of 1949 shall continue in effect but may be amended or repealed as herein provided.

(e) The provisions of this section shall not apply to:

(1) Administrative ordinances;

(2) ordinances relating to a public improvement to be paid wholly or in part by the levy of special assessments; or

(3) ordinances subject to referendum or election under another statute.

History: L. 1959, ch. 64, § 13; L. 1979, ch. 57, § 1; L. 1981, ch. 173, § 31; July 1.

2025 Kansas Statutes

25-3601. Application to both state and local elections; determination of sufficiency of petitions; signatures; question to be submitted filed with county or district attorney prior to circulation; determination of legality of form; application of other statutes; copies of statutes to be provided. (a) Subject to the provisions of subsection (d), if a petition is required or authorized as a part of the procedure applicable to the state as a whole or any legislative election district or to any county, city, school district or other municipality, or part thereof, the provisions of K.S.A. 25-3601 et seq., and amendments thereto, shall apply. The sufficiency of each signature and the number thereof on any such petition shall be determined in accordance with the provisions of K.S.A. 25-3601 through 25-3607, and amendments thereto, by the county election officer or such other official as designated in the applicable statute. Except as provided herein, a copy of any petition requesting an election in any political or taxing subdivision of the state shall be submitted to the office of the county attorney of the county or district attorney of the district in which all or the greater portion of the political or taxing subdivision is located. If a county counselor has been appointed in the county or district, the petition shall be submitted to the county counselor. The petition shall be submitted either by hand-delivery or by certified mail, return receipt requested. Such petition shall contain the question to be submitted at the election. Within five business days following submission of the petition, the county counselor, county attorney or district attorney shall furnish a written advisory opinion as to the legality of the form of the question contained on the petition. There shall be a rebuttable presumption that the form of any question approved by the county counselor, county attorney or district attorney complies with the requirements of this act. If such opinion is not furnished within five days of submission of the question, the form of the question shall be deemed in compliance with the requirements of this act. If the advisory opinion states that the form of the question contained in the petition does not comply with the requirements of this act, such advisory opinion shall also state specific grounds to support such determination.

Nothing in this subsection shall be construed as prohibiting the circulation of a petition for signatures or the filing of such petition with the county election officer prior to obtaining the advisory opinion required by this subsection.

(b) Any person challenging the validity of the form of a question shall have the burden of proving in the district court that the form of the question is invalid.

(c) The form of any question in a petition requesting an election on or protesting an ordinance, or resolution, adopted by the governing body of any county, city, school district or other municipality shall be presumed to be valid and in compliance with the requirements of K.S.A. 25-3601 et seq., and amendments thereto, if such petition states the title, number and exact language of the ordinance, or resolution, and the title of such petition states:

"Shall the following ordinance, or resolution, become effective?"

(d) When any other statute imposes specific requirements which are different from the requirements imposed by K.S.A. 25-3601 et seq., and amendments thereto, the provisions of the specific statute shall control. The county election officer or other official with whom the petition is required to be filed in accordance with the applicable statute shall give to persons requesting information regarding the filing of petitions a copy of K.S.A. 25-620 and article 36 of chapter 25 of the Kansas Statutes Annotated, and

amendments thereto.

(e) Any action challenging the validity of the form of a question in a petition shall be filed in the district court within 20 days after such petition has been filed with the county election officer.

The court shall render an opinion in any action filed to challenge the validity of the form of a question in a petition within 20 days after the date such action is filed with the court.

(f) The provisions of K.S.A. 25-3601 et seq., and amendments thereto, shall not apply to recall petitions as described in K.S.A. 25-4301 et seq., and amendments thereto, or a grand jury petition as described in K.S.A. 22-3001(c), and amendments thereto.

History: L. 1970, ch. 147, § 1; L. 1989, ch. 107, § 4; L. 1992, ch. 194, § 2; L. 2001, ch. 141, § 1; L. 2007, ch. 125, § 3; L. 2017, ch. 92, § 9; July 1.

JOHNSON COUNTY KANSAS
Election Office

2101 East Kansas City Road
Olathe, Kansas 66061

July 20, 2026

Dusti Callahan
City Clerk
404 East Nelson
Edgerton, KS 66021

Dear Dusti Callahan:

The Johnson County Election Office has completed petition signature verification, in compliance with the Kansas Election Standards Chapter V verification chart, for a petition regarding a proposed ordinance for Edgerton to prohibit high impact data centers, submitted by the Edgerton City Clerk on July 16, 2026. I make no determination as to the legal sufficiency of the petition.

- **Signatures submitted:** 208
- **Signatures required per K.S.A. 12-3013 ("…electors equal in number to at least 40% in cities of the third class…of the electors who voted at the last preceding regular city election …."):** 73
- **Total accepted signatures:** 75

We will need the City's written confirmation of:

1. Whether the petition is valid
2. if valid and an election is called, the question for the ballot, and
3. the date requested for the election

Sincerely,

Connie Schmidt
Election Commissioner

JOHNSON COUNTY, KANSAS
Authorized by
K.S.A. 19-3423(b)
ELECTION OFFICE

913-715-6800 office
800-766-3777 TDD

jocoelection.org
f/jocoelection
@jocoelection

JOHNSON COUNTY KANSAS
Legal Department

SCOTT ABBOTT
Assistant County Counselor
Direct: (913) 715-1869
Scott.Abbott@jocogov.org

July 2, 2026

Sent by Email
Carrie Schmidt
cschmidt12@yahoo.com

Written Advisory Opinion
Pursuant to K.S.A. 25-3601

Dear Ms. Schmidt:

On Thursday, June 26, 2026, this office received by hand delivery your petition entitled, "Petition for Proposed Ordinance to Prohibit High Impact Data Centers in the City of Edgerton to Prevent Industrial Nuisances, Protect the Property of its Residents, and Preserve Municipal Resource Capacity." K.S.A. 25-3601 requires that a copy of any petition be submitted to the county counselor for a written advisory opinion as to the *legality of the form of the question*. Accordingly, our opinion is limited to that issue. A written advisory opinion from this office that approves the legality of the form of the question gives a rebuttable presumption that the form of the question complies with the requirements of K.S.A. 25-3601 et seq. We have reviewed your petition and have considered certain legal authorities, including, but not limited to, K.S.A. 12-3013 and K.S.A. 25-3601 et seq.

Determining the sufficiency of the substantive portions of the petition and of the text of the proposed ordinance requires the exercise of discretionary judgment traditionally viewed under Kansas law as the responsibility of the governing body to which the petition is addressed. Accordingly, such substantive portions will be determined by the City of Edgerton.

K.S.A. 25-3601(a) requires that, "[i]f a petition is required or authorized as a part of the procedure applicable to [. . .] any county, city, school district or other municipality, or part thereof, the provisions of K.S.A. 25-3601 et seq., and amendments thereto, shall apply." Subsection (d) of that statute provides that, if there is another statute with specific requirements that differ from K.S.A. 25-3601, then the more specific statute shall control. Your petition form makes a request that the governing body of the City of Edgerton pass a proposed ordinance or submit such ordinance to a vote of the electors as contemplated by K.S.A. 12-3013. K.S.A. 12-3013(b) requires that, "[e]ach proposed ordinance set forth in full or submitted by title generally descriptive of the contents thereof shall be preceded by the words, 'Shall the following be adopted?'"

Your submitted petition form includes the full text of the proposed ordinance and a proposed ballot question as follows: “Shall the following be adopted? An ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of High Impact Data Centers to prevent industrial nuisances, protect the property of its residents, and preserve municipal resource capacity.” Your petition includes the phase, “shall the following be adopted?” followed by the exact title of the proposed ordinance, words that are generally descriptive of the contents of such ordinance.

Therefore, we opine that the form of the question presented conforms with the applicable statutory requirements, with these caveats: 1) The ballot question must include the entire ordinance or an ordinance title “generally descriptive of the contents” as required by K.S.A. 12-3013(b); and 2) you must ensure that the ordinance you propose is in proper form pursuant to Kansas law. Please note that we do not opine as to whether your petition form is appropriately submitted under K.S.A. 12-3013, whether the ordinance you have submitted is in proper form, or whether the statements made in the ordinance are accurate. Additionally, although not necessarily part of the analysis of the legality of the form of the question, we observe that your petition appears to include the necessary elements pursuant to K.S.A. 25-3602, including the question you seek to bring to an election, the name of the political subdivision in which an election is sought to be held, the recital required for all petition signers, and the recital and acknowledgement required for petition circulators.

This opinion is limited to the legality of the form of the question, and we recommend careful review of the legal requirements for the petition form, the form of the question, the signature, verification, and circulation requirements, timing requirements, and filing requirements.

Sincerely,

Scott Abbott

Scott Abbott, Assistant County Counselor

cc: Peggy A. Trent, Chief Counsel and Director of Legal Department
Connie Schmidt, Johnson County Election Commissioner

ELECTRONICALLY FILED
11/03/2026 4:44:26 PM Central Standard Time
CLERK OF THE JOHNSON COUNTY DISTRICT COURT
CASE NUMBER: JO-2026-CV-002314

IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL DEPARTMENT

ERIC TWENTE,
Plaintiff
v.

Case No. JO-2026-CV-002314
Division 20
K.S.A. Chapter 60

DUSTI CALLAHAN, in her official capacity
as City Clerk of the City of Edgerton, Kansas,
Defendant,

and

DAMACI DIGITAL SOLUTIONS KANSAS, LLC
Intervenor Defendant.

MEMORANDUM AND ORDER

Kansas law permits citizen initiative petitions that propose legislative action, but specifically excludes initiatives that are "administrative" under K.S.A. § 12-3013. Plaintiff Twente and 208 other citizens of the City of Edgerton submitted to the City Council a procedurally proper Proposed Ordinance to ban "high impact" data centers under that statute. The City refused either to pass it or submit the Proposed Ordinance to a vote of the electors as the statute requires. Instead, the City went to court, and asked for an order declaring the Proposed Ordinance invalid and principally *administrative* in nature, thus exempting the City from any duty under the statute. *See* JO-2026-CV-2080. Plaintiff has filed this case, asking the Court to determine that the Proposed Ordinance is *legislative*, and thus to order the City to comply with K.S.A. § 12-3013. Specifically, Plaintiff asks the Court to order the City

Clerk, Defendant Callahan, to submit the Proposed Ordinance to the County Election office.

Intervenor-Defendant, DAMAC, agrees that the Court must determine the essential nature of the Proposed Ordinance, but asks the Court find that it is an administrative exception to K.S.A. § 12-3013.

The City frames its argument primarily within the context of mandamus, questioning the Proposed Ordinance's facial validity, and inviting the Court to decide this case within that framework, with the "legislative" versus "administrative" decision being a secondary.

The Court agrees with Plaintiff and DAMAC that the Court's determination of the City's duty under K.S.A. § 12-3013 can only be made by first answering the question presented: Is the Proposed Ordinance quite clearly and fully legislative and permitted, or principally administrative and prohibited?

For reasons set forth more fully below, the Court finds that on this record, the essential character of the Proposed Ordinance is legislative. Thus, the City must either pass it, or submit it to a vote of electors pursuant to K.S.A. § 12-3013.

I. BACKGROUND

A. The Parties

Plaintiff is an adult resident of the City of Edgerton. Index #1, Petition, ¶1, 13. He is one of 208 City residents who signed an initiative petition for a proposed ordinance "To Prohibit High Impact Data Centers in the City of Edgerton to Prevent Industrial

Nuisances, Protect the Property Of Its Residents, and Preserve Municipal Resource Capacity." Index #1, Ex.A. ("Proposed Ordinance")[1].

Defendant, City of Edgerton ("City") is a city of the third class in Kansas. Index # 1, Ex.C.

Defendant, Dusti Callahan ("Callahan") is the City Clerk. Index #1, ¶ 14.

Intervenor, DAMAC, is the developer of the only data center project proposed within the City to date. Index #32. The City Council approved DAMAC's proposed site plan in July of 2026. Index #37, 4.

B. The Proposed Ordinance

The Proposed Ordinance aims to prohibit "high impact" data centers in the City. Index #1, Ex.A. The Proposed Ordinance defines "high impact" as "a peak electrical load exceeding ten (10) megawatts, or a daily water draw exceeding one hundred thousand (100,000) gallons." *Id.* In the event the Proposed Ordinance's terms "impose a different restriction or requirement than imposed by other sections of the City of Edgerton City Code, or other applicable rules or regulations," the ordinances' terms prevail. *Id.* The Proposed Ordinance contains statements or findings attributed to the City which the City says it neither made nor found. Index #18; Index #36; Index #61.

C. Procedural History

[1] The Proposed Ordinance was the subject of prior litigation. In case JO-2026-CV-2080, the City sued for a judgment declaring the same Proposed Ordinance to be invalid due to factual and legal inaccuracies, and named a group of citizen-signers of the Proposed Ordinance as Defendants. The citizens responded with motions to strike under K.S.A. 60-5320. The Court granted the motions to strike, finding, on that record, that the City did not produce substantial competent evidence of its position under that statute's burden-shifting framework.

The parties do not contest the material facts or the context under which they arise. The City has a comprehensive plan called, "Envision Edgerton 2050," which the Unified Development Code ("UDC") implements in several ways, *e.g.*, appointing a Zoning Administrator to determine uses in various locations, designing a process by which those decisions may be made or changed, and setting forth an appeal process from that officer's decisions. Index #77, 2; Index #50, 2 (summarizing land-use determination process); Index #62-63, 12-42 (Envision Edgerton 2050 Comprehensive Plan regarding Future Land Use); Index #49, 6-7.

The term, "data center" does not appear within the comprehensive plan, or the UDC. Index #47, 14-15; 49, 6-7; 50, 6. Despite the absence of that particular term in those documents, on April 3, 2025, the City Zoning Administrator determined, in response to a developer's inquiry, that data centers "most align with" the categories of uses permitted in Logistics Park Districts. Index #49, 6-7; Index #35, Ex. 3; Index #56, Ex. 15 (Mar. 21, 2025 zoning question), Index #57, Ex. 16 (DAMAC zoning determination letter). Thus, the City Zoning Administrator reasoned, data centers were "approved by right" in those districts. *Id.* DAMAC subsequently advised the City that it planned to operate a data center on property which had been zoned as Logistics Park for more than a decade. *See* Index #50, 5; Index #59, Ex. 18 (staff report and approval).

DAMAC submitted an initial site plan for its proposed data center in May 2026. Index #59, Ex. 18. The next month, the City Planning Commission ("Commission") convened to discuss the final site plan. Index #60, Ex. 19 (June 9, 2026). DAMAC

sought to alleviate Commission and community concern regarding water use, electricity demand and upgrades, noise, equipment lifecycle, job creation, and the location of its fuel tanks. Index #60, Ex. 19. Nevertheless, the Commission denied DAMAC's site plan application following a 3-2 vote. *Id.* DAMAC appealed the denial to the City Council. Index # 37, Ex. 5, ¶ 6.; Index # 50, 6.

While DAMAC navigated the zoning and site plan approval process, certain citizens, including Plaintiff, began organizing the Proposed Ordinance, aimed at prohibiting high-impact data centers in their city. They collected signatures on an initiative petition, and submitted the Proposed Ordinance and the initiative petition to the Assistant County Counselor, who approved the initiative petition as to form on July 2, 2026, Index #1, Ex. B, and the County Election Commissioner. *Id.* at Ex. C.

The City Clerk, Dusti Callahan, received the Proposed Ordinance on July 15, 2026. She took no action at that time. Index #50, Ex. A, 18. The next day, the City Council took up and approved DAMAC's site plan appeal in a special session. Index # 37, Ex. 5; Index #50, 6. Shortly after the City received the Proposed Ordinance and approved DAMAC's site plan, the County Election Commissioner confirmed the petition signature verification. Index #1, Ex. C (July 20, 2026). The County Election Commissioner found that the citizens submitted 208 signatures, 75 of which were acceptable, and approved the petition as to form. *Id.* (The Commissioner took no position on the substance of the Proposed Ordinance, but requested written confirmation from the City of the petition's validity, the question for the ballot, and the date requested for election. *Id.* Callahan took no action at that time.

On July 23, 2026, during a regular session of the City Council, the Council neither passed the Proposed Ordinance nor submitted it for a ballot initiative. Index #61, Ex. 20, ¶ 15. Instead, the Council authorized the City Attorney to sue for declaratory judgment, and the City did. *Id.* In JO-2026-CV-2080 ("the first case"), the City sought a temporary restraining order and other injunctive relief. The defendants in the first case moved to strike the City's claims against them under K.S.A. 60-5320, Kansas' anti-SLAPP statute, which this Court granted on September 3, 2026. Index #8.

Just before this Court granted the motion to strike under K.S.A. 60-5320, Plaintiff filed the instant Petition. Index #1 (filed Aug. 18, 2026). Here, Plaintiff seeks a finding that the Proposed Ordinance is "legislative" in character, and thus an order to compel Callahan to perform the ministerial duty of sending it to the Election Office to be put on the ballot "forthwith." Index #1.

The instant case was reassigned to Division 20 due to the judicial vacancy in Division 2. The Court heard oral argument on September 24, 2026, and the parties timely submitted post-hearing briefing from all parties.

II. LEGISLATIVE VS. ADMINISTRATIVE DETERMINATION

A. K.S.A. §12-3013 and McAlister Factors

Brief History of the Statute

Kansas permits citizen-initiated municipal ordinances under K.S.A. § 12-3013 ("the statute"). If a petition accompanying a proposed ordinance meets specific procedural qualifications, the statute requires a city to pass the proposed ordinance without alteration within 20 days, or, to submit the proposed ordinance to the electors

of the city. *See* K.S.A. § 12-3013(a). The statute expressly excludes administrative ordinances from the adoption or election requirements. K.S.A. § 12-3013(e).

The statute has deep roots in Kansas law, reaching back at least to 1909 and "the initiative and referendum law" codified in Gen. Stat. 1909, § 1240. *See State Bd. Of Comm'rs of City of Hutchinson*, 93 Kan. 405, 144 P. 241 (1914). Since then, the Legislature has amended and re-codified the statute many times, but for more than a century, Kanas courts consistently hold that the statute applies only to "legislative" ordinances. *See State v. City of Kingman*, 123 Kan. 207, 254 P. 397 (1927) ("the ordinance for carrying out the proposed street improvement is not subject to a referendum"); *State ex rel. Frank v. Salome*, 167 Kan. 766, 774, 208 P.2d 198, 204 (1949) (the "initiative and referendum statute[sic] applies only to what are designated as legislative ordinances as distinguished from administrative ones."). Despite the consistent reaffirmation of the statute's applicability only to "legislative" ordinances, as well as various amendments over the years, the Legislature never specifically has defined "administrative" as used in the statute. Unsurprisingly, litigation has ensued, and Kansas courts have developed a test for discerning "legislative" action from "administrative."

Essential Nature of the Proposed Ordinance

The current rubric that courts must use to decide whether a proposed ordinance is "administrative" or "legislative" is set out in *McAlister v. City of Fairway*, drawing on case law developed over roughly the last 50 years. *See McAlister*, 2898 Kan. 391, 212 P.3d 184 (2009) (collecting cases); *see also City of Topeka v. Imming*, 51

Kan.App.3d 247, 344 P.3d 957 (2015) (citizens' petition not subject to general initiative process due to STAR bond statute); *City of Wichita v. Peterjohn*, 62 Kan.App.2d 750, 755, 522 P.3d 385, 390 (2022) (initiative statute prohibits use to adopt administrative ordinances) ; and *City of Prairie Village v. PV United, Inc.*, 565 P.3d 295, 2025 WL 732901 (Kan.Ct.App. 2025), *rev. denied* (June 27, 2025) (unpublished) (applying *McAlister* factors). District courts need not require that proposed ordinances are *purely* legislative, as such a rule risks rendering the statute "meaningless and deny[ing] our citizens an electoral option reserved to them by the legislature." *McAlister,* at 402. Instead, courts must determine the "essential nature" of proposed ordinances on a case-by-case basis, and rigorously confine the application of the statute to proposed ordinances that are "quite clearly and fully legislative and not principally executive or administrative." *Id. at 402-03*; *see also City of Topeka v. Imming*, 51 Kan.App.2d at 247 (Kansas courts historically judge the initiative and referendum process "on a more demanding basis than in some other locales.").

Four Factors

Courts must consider four factors in the "legislative" versus "administrative" analysis. *See McAlister*, at 403. No single factor controls, as they must be viewed within the facts of each case*. McAlister*, at 402. The weight of one factor may be sufficient to decide the question. *Id.,* at 404. The factors are:

1. *Does the proposed ordinance make a new law or execute an existing law?*

Ordinances that make new law are legislative. Ordinances that execute existing

law are administrative. *City of Lawrence v. McArdle*, 214 Kan. 862, Syl. ¶2, 522 P.2d 420 (1974). "Permanency and generality are key features of a legislative ordinance." *Id.*; *see also McAlister*, at 403-404. The Court of Appeals lately has refined this factor, and guided courts to consider that any proposed ordinance, if adopted, would "technically result in a new law." *City of Wichita v. Peterjohn*, 62 Kan.App.2d 750, 762 (2022); *see also City of Prairie Village v. PV United, Inc.*, 565 P.3d 295, 2025 WL 732901, at *14 (2025) (unpublished). Accordingly, courts should look beyond the technical, and evaluate the policy behind proposed ordinances. "The controlling question is not whether the ordinances would create new law in the technical sense, but whether the ordinance would create new legislative *policy*." *Peterjohn*, 62 Kan.App.2d at 762 (emphasis in original).

2. *Does the proposed ordinance declare public purpose and provide ways and means to accomplish that purpose?*

If so, then the proposed ordinance may be classified as legislative. *McAlister*, at 403. Conversely, if the proposed ordinance deals only with a small segment of an overall policy question, it likely leans "administrative." *Id.*

To be legislative, a proposed ordinance must address a general policy concern, not just a segment of policy. *See Imming*, 51 Kan.App.2d 247, 257-58 (2015). In one case, the Court of Appeals determined that a proposed ordinance to repeal or vote on the city's various agreements to acquire interests in a racetrack was "legislative" under this factor, because the proposed ordinance articulated a preference for the city to request authority to issue bonds before doing so to promote the general welfare of citizens. *Id.* at 258. That court looked at express legislative findings in the proposed

ordinance to determine a general "legislative" character under this factor. 51 Kan.App.2d 247, 258. Conversely, in a different case, the Kansas Supreme Court determined that a proposed ordinance aimed at equalizing firefighters' pay was "administrative" because it only affected a segment of municipal personnel, who could not be isolated from the rest of the city's personnel. *See McArdle*, 214 Kan. 862, 871 (1974).

Broad purpose and expressed legislative intent does not conclude the inquiry under this factor. Even if proposed ordinances declare sufficient public policies without segmenting that policy, the proposed ordinance also must provide "ways and means" to accomplish it. *City of Prairie Village v. PV United, Inc.*, 2025 WL 732901, at * 15 (a "proposed ordinance is not legislative simply because it states a public purpose."). For example, a rezoning petition that articulated a public purpose was nevertheless "administrative" because it failed to "provide or explain" how the policy had anything to do with what it sought to prevent. *Id.* ("the title of the ordinance, and its stated public purpose of allowing the quiet enjoyment of land by not allowing accessory dwelling units, does not provide or explain a means of accomplishing its stated purpose.").

3. *Does the proposed ordinance involve specialized training and experience in municipal government and intimate knowledge of fiscal and other city affairs?*

If proposed ordinances involve special executive training to implement their

terms, then courts typically categorize them as administrative. Indeed, the appellate decisions since[2] *McAlister* have reviewed municipal zoning initiatives critically under this factor, almost exclusively finding that this city "expertise" factor leans solidly administrative. *See generally McAlister*, 289 Kan. 391, 408-09 (2009) (decisions about the location of municipal buildings require special knowledge, including architectural, engineering, financial, public safety, and regulatory expertise); *Peterjohn*, 62 Kan.App.2d 750, 765 (2022) (decisions about whether to maintain, renovate, or demolish municipal buildings require special knowledge, including understanding of city finances, life-cycle replacement of electrical and plumbing systems, and budgeting expertise); *City of Prairie Village v. PV United, Inc.*, 2025 WL 732901, at * 15-16 (decisions about rezoning single-family residences by placing procedural barriers as conditions precedent to such rezoning require special knowledge, including engineering, fiscal responsibilities, and the interplay between city and other social services). In only one case, *Imming*, the Court of Appeals allowed that approval of the city's purchase of a racetrack via new STAR bonds had administrative characteristics in addressing those "bonding details," but rejected the district court's conclusion that this expertise factor carried the day, in light of the facts specific to that case. *Imming*, 51 Kan.App.2d at 258.

[2] At least one case *before McAlister* also linked zoning and municipal expertise to an administrative finding. In *Kansas Taxpayers Network*, the court ruled that, "[T]he operation, management, and financing of a city-wide storm water management system reasonably fits within the context of decisions that require specialized knowledge and experience with respect to city management. The physical structure of the system, maintenance, and fee assessment and collection all fit within the purview of the City's expertise." 255 Kan. at 541, 874 P.2d 667 (1994).

4. *Does the proposed ordinance address a subject of statewide concern in which the legislature has delegated decision-making power to cities to implement state policy?*

If ordinances proposed under the statute intrude on decision-making authority that the Legislature has delegated to cities, then courts typically classify those proposed ordinances as dealing with a subject of "statewide concern," such that the administrative exception to the statute applies. *McAlister*, at 403; *see also McArdle*, 214 Kan. 862, Syl. 4, 522 P.2d 420. Such proposals thus are not subject to direct government by electors under K.S.A. § 12-1303(e). In determining whether the Legislature has delegated authority to cities, courts distinguish between "comprehensive statutory schemes" and mere "enabling statutes." *McAlister*, 289 Kan. at 409-410. Statutes that contain specific "powers, restrictions, and procedures cities must utilize," establish a statewide interest the Legislature delegated to cities. *Id.* at 410-411. Proposed ordinances that aim to affect comprehensive statutory schemes likely trend toward "administrative" classification. *See e.g., City of Prairie Village*, WL 732901, at * 16. Conversely, statutes that contain no policy statements and no "broader statutory scheme serving the State of Kansas' overall interests" are "merely enabling statutes." *McAlister, at 410.* Proposed ordinances that may affect such enabling statutes may still be appropriate "legislation" under K.S.A. 12 § 1303.

B. Mandamus

Mandamus is an extraordinary remedy. It exists to compel an inferior court, tribunal, board, corporation, or person to perform a specified duty resulting from office, trust, official station, or operation of law. K.S.A. 60-801. To obtain a proper

writ of mandamus, the plaintiff must demonstrate (1) that he has a clear right to the relief sought; (2) that defendant has a duty to act; and (3) there is no other adequate remedy available at law. *See Willis v. Kansas Highway Patrol*, 273 Kan. 123, 127, 41 P.3d 824, 827 (2002).

III. APPLICATION

The City and Callahan contend that the Proposed Ordinance is, in substance, a zoning measure that interferes with the City's established process for controlling land use. The City further argues that the measure contains factual and legal inaccuracies, and that mandamus cannot compel unlawful acts. DAMAC separately applies the *McAlister* factors and argues that the measure is principally administrative. The Court is not persuaded as to either argument on these facts.

A. McAlister Analysis

Factor One: The Proposed Ordinance Establishes New Legislative Policy

The Proposed Ordinance is a prospective, city-wide prohibition on all data centers that exceed certain water and energy thresholds. Index #1, Ex. A. It creates new legislative policy.

While it is undisputed that the term, "data center" does not appear in the UDC or the comprehensive plan, the record is less clear about whether the City has a *policy* within the UDC and Comprehensive Plan that addresses data centers specifically. Through briefing and oral argument, Defendants have highlighted several portions of the UDC under which they say data centers could be permitted implicitly, e.g., ISPs, manufacturing, general catchall. Index #49, 7; Index #50, 6-7; Index #59, Ex.

18, 3; Index #75, Ex. A. The record illustrates this possibility, as the Zoning Administrator determined that the UDC permits data centers in manufacturing districts. Index #35, Ex. 3; Index #55, Ex. 14. If the Court accepts the Defendants' premise that the City has created a policy *permitting* data centers within its zoning code, then the Proposed Ordinance's *prohibition* of data centers is patently "new law."

Even if the Court finds that the City has *no* policy, because the UDC and comprehensive plan really do not convey a policy about modern data centers, the legislative characteristics still carry the day on this factor. If there is no existing policy, then a prohibition as explicitly stated in the Proposed Ordinance cannot be said to implement—or administer—an existing law.

Defendants properly point out that the Court should not consider this factor solely in a technical sense, as any initiative, if passed, becomes new law. The Proposed Ordinance's plain language makes its policy goal clear: to prohibit data centers that exceed certain thresholds of water and power use. The Proposed Ordinance articulates is new legislative policy, whether or not the City actually has a policy regarding data centers within the UDC.

The Proposed Ordinance undoubtedly would affect DAMAC's interests, and the timing of the petition overlaps with DAMAC's site application and appeal. But the Proposed Ordinance, by its terms, is not limited to DAMAC, its property, or its site plan. The Proposed Ordinance's operation turns on objective thresholds and extends prospectively to any facility exceeding those thresholds. Index #1, Ex. A. Its essential

character is therefore broader and more permanent than an administrative decision concerning a single application.

Applying the facts of this case to this factor yields a legislative finding. The City's existing framework does not compel a different conclusion. The UDC does not expressly contemplate data centers, and their treatment as permitted uses stems from the Zoning Administrator's determination that they align with uses allowed in Logistics Park Districts. *See* Index #55, Ex. 14; Index #58, Ex. 18, 3. The Proposed Ordinance would not *execute* that determination, it would *supersede* it by adopting a new legislative policy that high-impact data centers are prohibited within the City.

This factor favors a legislative classification.

Factor Two: The Proposed Ordinance Declares a Public Purpose and Supplies a Means of Achieving It

The stated purposes of the Proposed Ordinance are to prevent industrial nuisances, protect residents' property, and preserve municipal resource capacity. Index #1, Ex. A., Sec. 1 (a)(e). Those purposes evidence a concern for the City generally rather than only one parcel, applicant, or discrete administrative proceeding.

The Proposed Ordinance also identifies a means for carrying out that policy: it prohibits data centers that exceed defined electrical-load or water-use thresholds and provides that its restrictions control over inconsistent provisions of the City Code or other applicable rules. Index #1, Ex. A., § 2; § 5. Whether those thresholds are wise

policy is not for the Court to determine. They nevertheless provide an operative method for implementing the measure's declared purposes.

The City objects that some findings in the Proposed Ordinance are inaccurate, unsupported, or improperly attributed to the City. Index #75, 2-5; 9. Those objections may bear on the merits of the policy or the quality of its drafting, but they do not transform a generally applicable legislative prohibition into an existing administrative policy. The Court's task under K.S.A. § 12-3013 and *McAlister* is to determine the measure's essential character, not to decide whether the electorate should approve it.

This factor favors a legislative classification.

Factor Three: Specialized Training and Knowledge of Municipal Affairs

This factor presents the City's and DAMAC's strongest argument. They argue that the relevant thresholds implicate specialized training and knowledge unique to the City, such as "grid interconnection capacity, water and wastewater infrastructure, storm water management, and fiscal impact." Index #32, Ex. A, 18; Index # 18, 14-18 (thoughtful consideration of a proposed development requires a holistic approach, and deciding based on a single data point such as water use, precludes consideration of others, such as impact to transportation). On these facts, the Proposed Ordinance point to both legislative and administrative characteristics; however, the legislative characteristics ultimately are more prevalent.

Land-use decisions often require special knowledge of infrastructure, utilities, engineering, public safety, environmental effects, fiscal obligations, and of the

interrelation of different provisions of a municipal development code. *See infra*, Sec. II(a)(3) (decisions requiring specialized knowledge). Those topics are patent in the Proposed Ordinance itself. Index #1, Ex. A, Sec. 1 and 2 (concern for land use and development). It is also under this factor that the City's arguments about factual and legal inaccuracies of the "findings" being attributed to the City in the Proposed Ordinance gain some traction. Further, the record confirms that such subjects arose during the City's specific consideration of DAMAC's site plan. *See* Index #59, 3-5, 9 (staff review and recommendation); Index #60, Ex. 19, ¶ 7 (July 14, 2026, planning commission minutes).

The City's comprehensive plan and UDC create an administrative framework to use, or administer, the City's special knowledge. The record demonstrates that the Zoning Administrator classifies uses, City staff reviews applications, the Planning Commission considers site plans, and the City Council hears appeals. Index #49, 6-7; Index #50, 2 (summarizing land-use determination process); Index #62-63, 12-42 (Envision Edgerton 2050 Comprehensive Plan regarding Future Land Use). The City arguably used aspects of that "expertise" framework when the Zoning Administrator classified data centers as uses permitted by right in Logistics Park Districts; when City staff recommended approval of DAMAC's site application; when the Planning Commission denied the site plan; and when the City Council granted DAMAC's appeal. Index #35, Ex. 3 (data centers permitted by-right); Index #59, Ex. 18 (staff site plan application recommendation); Index #60, Ex. 19 (planning commission site plan denial); Index #36, Ex. 5, ¶ 7 (appeal granted). The record demonstrates that

DAMAC's presentation to the Planning Commission and City Council in July addressed precisely the kinds of technical subjects associated with specialized municipal decision-making. Index #60, Ex. 19, ¶ 7). DAMAC presented information about cooling-system water consumption, noise, equipment replacement, employment, investment, electrical upgrades, and responsibility for infrastructure costs. *Id.*[3]

Without question, the Proposed Ordinance has administrative characteristics. But, every zoning initiative will involve some expertise in both substantive and procedural municipal knowledge – just as every initiative technically would create new law. Thus, the Court also draws from the overall policy analysis from the first factor above, and finds that this factor also has legislative characteristics.

Plaintiff has never argued that the City either lacks expertise in this area, or that the City misused its expertise. Instead, Plaintiff asks, "so what?" Plaintiff

[3] As to the City's arguments about how the Proposed Ordinance affects its own expertise, the Court finds the record on this issue puzzling. The City attacks the citizens' Proposed Ordinance as factually and legally inaccurate because the City has not made the findings the Ordinance attributes to it. Yet, there is little record of any findings the City *has* made in this matter, except that the City seems to have used its expertise to grant DAMAC's appeal from the Planning Commission's denial of DAMAC's site plan. When the Planning Commission denied DAMAC's site plan because it did not comply with the UDC, the City Council overrode that denial, the day after the citizens submitted the Proposed Ordinance to the City Council. The findings in the record about water and power use came not from the City, but from DAMAC themselves, in a presentation to the Council, assuring the City that DAMAC's water system was different and better than others used elsewhere, and that DAMAC would assume any financial responsibility for power overruns so that costs would not be passed on to the citizens. Index #61, Ex. 19, 6. Candidly, these "findings" that DAMAC made, and which the City was in its power to adopt, seem as bald and conclusory as the citizen's "findings" within the Proposed Ordinance, and the same concern about being bound in the future to such findings might apply here as with the citizens' proposed findings. Notwithstanding, the law only requires the Court to determine whether applying this factor to the Proposed Ordinance compels a categorization as legislative or administrative, not to further classify the action as 'good" law or "good" administration. Thus, the Court makes no such finding.

contends that, even if the City has such expertise, a proposed prohibition defined by electrical and water-use thresholds does not necessarily depend on technical expertise about municipal proceedings. Index #47, 11-12. Those matters could reasonably inform a legislative policy about whether high-impact data centers should be allowed. The Court agrees.

The existence of administrative processes for interpreting and applying current law does not foreclose legislative amendment of the governing policy. Likewise, the presence of technical information or requirement of technical skill does not automatically make every resulting policy choice "administrative." Here, there is a difference between the City Council's evaluating whether DAMAC's site plan complies with existing code, and a determination regarding whether a certain use is prohibited in the city as a matter of policy. The first applies existing standards to particular facts, and administrates the existing policies. The second legislates the new standards that will govern future applications.

The sequence of the City's proceedings highlights the distinction. The Planning Commission denied DAMAC's site plan after identifying a compliance issue concerning above-ground fuel tanks, and the City Council later approved the plan on appeal. *See* Index #60, Ex. 19 (planning commission site plan denial); Index #36, Ex. 5, ¶ 7 (appeal granted). The Council's approval occurred one day after the City received the Proposed Ordinance. *Id.* The Proposed Ordinance does not purport to decide whether DAMAC's tanks comply with the UDC, impose conditions on

DAMAC's site plan, or adjudicate the merits of its appeal. Instead, it adopts a categorical rule based on specified water and power thresholds. *See* Index #1, Ex. A.

In this case, the Proposed Ordinance does not require citizens to review engineering plans, calculate infrastructure costs, determine compliance with site-specific standards, or administer the UDC. It draws a legislative line based on peak electrical load and daily water use and prohibits facilities falling on one side of that line. *Id.*, at Sec. 2 (defining high-impact). Administrative expertise may be needed later to determine whether a proposed facility meets those thresholds, but that implementation issue does not alter the essential nature of the policy itself. Notably, the record is devoid of evidence that the City ever has considered the issue of data centers previously, or endeavored to learn more about their potential impacts on the town. Unlike in *Fairway*, there is no evidence that the City looked into or discussed how welcoming data centers into their community would impact the town. *Cf.* 289 Kan. 391, 409 (city retained consultants and sought the advice of various professionals in making their decision). Here, the City claims that it is not involved in rate-setting with KCC or administering water to the town, so it cannot be said that it utilized any specialized knowledge regarding these potential impacts—which are clearly important to the citizens—with regards to data centers and DAMAC.

The Court therefore finds that this factor gives the Proposed Ordinance some obvious administrative characteristics but, does not outweigh its general, prospective, and policy-making features.

Factor Four: Statewide Concern and Delegated Authority

The record does not establish that the Proposed Ordinance intrudes upon a comprehensive statewide statutory scheme delegating exclusive implementation of state data-center policy to municipalities. The City's general authority to regulate land use and administer its development code through various enabling statutes does not, standing alone, establish the type of comprehensive statutory delegation contemplated by *McAlister*.

The Proposed Ordinance concerns a local policy choice about whether facilities exceeding certain electrical and water-use thresholds may operate within the City. On this record, the fourth factor does not support classifying that choice as principally administrative.

The Essential Nature of the Proposed Ordinance

Considering the factors together, the Court concludes that the Proposed Ordinance is "quite clearly and fully legislative" rather than "principally executive or administrative." 255 Kan. at 540, 874 P.2d 667. It establishes a new, prospective, and generally applicable municipal policy; identifies public purposes; and supplies an operative prohibition based on defined thresholds.

The City's objections to the Proposed Ordinance's findings, drafting, and policy do not change that classification. Further, the Proposed Ordinance's practical effect on DAMAC does not convert it into an administrative adjudication. The Court accordingly concludes that the administrative exception in K.S.A. § 12-3013(e) does not apply. The Proposed Ordinance is legislative and permitted under K.S.A. § 12-3013(a).

B. Mandamus

The Proposed Ordinance is legislative. Thus, K.S.A. § 12-3013 imposes a duty upon the City to follow the statutory initiative process. The petition received the required approvals as to form and contained enough accepted signatures to qualify for submission under the statute. Index #1, Ex. B (approved as to form); *Id.*, at Ex. C (sufficient signatures). The City nevertheless neither passed the Proposed Ordinance nor submitted it to the electors. Index #61, Ex. 20, ¶ 15.

Plaintiff has therefore established a clear statutory right to compliance and a corresponding duty on the part of the responsible municipal official, Defendant Callahan. The required act is ministerial: the City must proceed in the manner prescribed by K.S.A. § 12-3013. The requested relief does not require Callahan to adopt the Proposed Ordinance, endorse its findings, or determine its policy merits.

The City's contention that mandamus cannot compel an unlawful act does not alter the result. The City has not shown that submitting this legislative initiative through the statutory process would itself be unlawful. Its objections to the Proposed Ordinance's substantive validity do not eliminate the duty arising under K.S.A. § 12-3013 on the record before the Court.

Plaintiff has no adequate remedy at law that would substitute for performance of the statutory initiative procedure. Mandamus is appropriate.

IV. CONCLUSION

The Court concludes that the essential nature of the Proposed Ordinance is legislative and that it does not fall within the administrative exception stated in K.S.A. § 12-3013(e).

IT IS THEREFORE ORDERED that judgment is entered in favor of Plaintiff. The City shall comply with K.S.A. § 12-3013 by passing the Proposed Ordinance or submitting it to the electors as required by law.

IT IS SO ORDERED.

/s/ Stephanie Goodenow
DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

Copies of the above and foregoing have been sent by the court through the centralized court case management system to counsel and/or self-represented litigants at the email addresses below or by mail to the physical addresses provided by them as of this date of filing.

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City Council Action Item

Council Meeting Date: November 12, 2026

Department: Administration

Agenda Item: Consider Petition for Proposed Ordinance to Prohibit Tier 2 and Tier 3 Battery Energy Storage Systems (BESS) in Edgerton

Background/Description of Item:
On November 2, the City of Edgerton received a Petition for Proposed Ordinance to Prohibit Tier 2 and Tier 3 Battery Energy Storage Systems (BESS). A copy of that Petition is enclosed.

The Petition references Kansas Statute K.S.A. § 12-3013 Petition for proposed ordinance. Additionally, Kansas Statute K.S.A. § 25-3601 describes the procedure to determine the sufficiency of petitions. Copies of both statutes are enclosed with this memo for reference.

Signature Verification (Johnson County Election Office)
The City submitted the Petition to the Johnson County Election Office on November 2 to verify the signatures as described in K.S.A. § 12-3013. On November 12, the Election Office notified the City that process was complete via the letter enclosed. The petition included 150 signatures submitted. Kansas law required 73 signatures and 73 were accepted by the Election Office, thus meeting the statutory required number of signatures.

Form Verification (Johnson County Attorney)
The City contacted the Johnson County Attorney as described in K.S.A. § 25-3601 to receive the written advisory opinion as to the legality of form of the question. The Johnson County Attorney's Office provided the City a copy of a letter originally provided to Carrie Schmidt on October 28 that confirmed the legality of form of the question.

Next Step
Petitions are allowed under K.S.A. § 12-3013. The Petition signatures have been certified by the County and the Question form submitted was deemed valid by the County Attorney, but these are only approvals as to the general form of the Petition.

Under the law, the City Council may:

1) Approve the Petition (without alteration) as an ordinance of the City within 20 days after attachment of the clerk's certificate to the accompanying petition, giving it the effect of being an ordinance passed by the City.

OR

2) Submit the Petition (without alteration) for a vote at a special election, unless a regular city election is within 90 days.

Any ordinance proposed by a petition that is passed by the governing body or adopted by a vote of the electors, shall not be repealed or amended except (1) by a vote of the electors, or (2) by the governing body, if the ordinance has been in effect for 10 years from the date of publication, if passed by the governing body, or from the date of the election, if adopted by a vote of the electors.

Related Ordinance(s) or Statue(s): K.S.A. § 12-3013, K.S.A. § 25-3601

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation:

Enclosed:
Petition for Proposed Ordinance to Prohibit Tier 2 and Tier 3 Battery Energy Storage Systems (BESS)
Kansas Statute K.S.A. § 12-3013
Kansas Statute K.S.A. § 25-3601
Election Office Verification
County Attorney Verification

Prepared by: Beth Linn, City Administrator

EDGERTON
global routes. local roots.

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

11.02.2026

Petition For Proposed Ordinance Prohibiting Tier 2 And Tier 3 Battery Energy Storage Systems in the City of Edgerton, Kansas, has been received on November 2, 2026 at 1:21 PM via City Clerk, Dusti Callahan.

CITY OF EDGERTON
JOHNSON COUNTY
KANSAS

Dusti Callahan

PETITION FOR ORDINANCE PROHIBITING TIER 2 AND TIER 3 BATTERY ENERGY STORAGE SYSTEMS IN THE CITY OF EDGERTON, KANSAS

Battery Energy Storage Systems ("BESS") present substantial risks and dangers to the public health, safety, and welfare of the residents of Edgerton, Kansas. These risks and dangers include thermal runaway, which is a chain reaction caused by the overheating of battery cells, which can lead to unnatural fires or explosions. Thermal runaway may also release toxic gases, which also pose a serious health hazard to the residents of Edgerton, Kansas. The operation of BESS technology could also present hazards of cascading cell service failures and flammable gas accumulation. Multiple incidents have occurred nationally and internationally that clearly demonstrate the risk associated with BESS.

The undersigned electors of the City of Edgerton, Kansas, hereby submit this Petition for a proposed ordinance prohibiting Battery Energy Storage Systems pursuant to K.S.A. § 12-3013 and respectfully request that the governing body of the City of Edgerton, Kansas to pass the following ordinance without alteration or submit the same to a vote of the electors.

BALLOT QUESTION: **"Shall the following ordinance be adopted? "An Ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of Tier 2 and Tier 3 battery energy storage systems to protect the health, safety, and welfare of the residents of Edgerton, Kansas."**

[End of Page; the proposed Ordinance begins on the following page]

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF EDGERTON, KANSAS PROHIBITING THE INSTALLATION AND OPERATION OF TIER 2 AND TIER 3 BATTERY ENERGY STORAGE SYSTEMS TO PROTECT HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS OF EDGERTON, KANSAS.

WHEREAS, Battery Energy Storage Systems ("BESS") are being deployed with increasing frequency in connection with renewable energy generation facilities, grid stability projects, and commercial and industrial applications; and

WHEREAS, documented BESS accidents have resulted in explosions, prolonged fires, toxic gas emissions, and injuries to emergency response personnel.

WHEREAS, Tier 2 and Tier 3 BESS present significant fire, explosion, and thermal runaway risks that endanger the City of Edgerton, Kansas, particularly first responders, properties near BESS, and other residents of the City of Edgerton, Kansas.

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

SECTION 1. The purpose of this Ordinance is to protect the public health, safety, and welfare of the residents of the City of Edgerton, Kansas, by prohibiting the installation and operation of Tier 2 and Tier 3 Battery Energy Storage Systems ("BESS").

SECTION 2. For the purposes of this Ordinance, the following terms shall have the meanings indicated:

"Battery Energy Storage System" or "BESS" means: An engineered facility (inclusive of all ancillary facilities required to interconnect and operate the facility) that is capable of charging batteries from an electrical transmission system, storing the electrical energy, and discharging the electrical energy to later reenergize the same system and does not include a powerplant or other manner of generating electricity for distribution and storage. BESS may also include one or more devices, when assembled together, are capable of storing energy to supply electrical energy at a future time, provided however, that BESS does not include a standalone twelve-volt car battery or an electric motor vehicle. A battery energy storage system is classified as a Tier 1, Tier 2, or Tier 3 battery energy storage system as follows:

(i) Tier 1 battery energy storage systems have an aggregate energy capacity less than or equal to 80 kWh and, if in a room or enclosed area, consist of only a single energy storage system technology. All Tier 1 battery energy storage systems located on residential properties shall comply with all applicable codes (building, fire,

property, etc.) as they may currently be in effect or hereafter amended in the City of Edgerton.

(ii) Tier 2 battery energy storage systems have an aggregate energy capacity between 81 and 600 kWh or are comprised of more than one energy storage system technology in a room or enclosed area.

(iii) Tier 3 battery energy storage systems have an aggregate energy capacity greater than 600 kWh and, if in a room or enclosed area, consist of only one energy storage system technology. An engineered facility (means one or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle. A BESS includes all equipment required for the system to operate, including but not limited to batteries, battery chargers, battery management systems, controls, power conditioning systems, inverters, associated electrical equipment, fire suppression systems, and thermal management systems.

SECTION 3. No person, firm, corporation, or other entity shall construct, install, operate, maintain, or cause to be constructed, installed, operated, or maintained, any Tier 2 or Tier 3 BESS in the jurisdictional boundaries City of Edgerton, Kansas.

SECTION 4. Multiple Tier 1 BESS shall not be installed or operated in a configuration or proximity that would function to effectively create a Tier 2 or Tier 3 BESS. The following factors shall be considered in determining whether multiple Tier 1 BESS constitute an effective Tier 2 or Tier 3 BESS:

(i) Whether the total aggregate capacity exceeds the thresholds defined in Section 2;

(ii) Whether systems that are located within 50 feet of each other on the same parcel or on adjacent parcels under common ownership or control;

(iii) Whether systems share electrical components, fire suppression systems, or control systems;

(iv) Whether systems are designed to function as an integrated unit; or

(v) Whether systems are managed through a common energy management system or controller.

SECTION 5. The prohibition set forth in this Ordinance shall apply to all zoning districts and all land uses within the City of Edgerton, Kansas, including but not limited to, residential, commercial, industrial, institutional, and public facility zones as defined in

the applicable zoning ordinances and resolutions, as currently in effect and as may hereafter be amended from time to time.

SECTION 6. Any violation of section 3 of this Ordinance shall be subject to the same enforcement requirements, including the civil and criminal penalties provided for in the City of Edgerton City Code, or applicable City of Edgerton, State of Kansas, or federal law for violation of an ordinance.

SECTION 7. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof. Similarly, if any exemption, variance, or procedural provision is found invalid, it is the express intent that the core prohibitions shall remain in effect to the maximum extent permitted by law.

SECTION 8. Where the requirements of this Ordinance impose a different restriction or requirement than imposed by other City of Edgerton Ordinances, or other applicable rules or regulations, the requirements of this Ordinance shall prevail.

SECTION 9. This Ordinance shall take effect and be in force either upon publication as described by K.S.A. § 12-3007, or upon approval by the electors pursuant to K.S.A. § 12-3013, as applicable.

CITY OF EDGERTON, KANSAS

_____

Donald Roberts, Mayor

[SEAL]

ATTEST:

_____

Dusti Callahan, City Clerk

APPROVED AS TO FORM:

_____, City Attorney

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting Tier 2 and Tier 3 Battery Energy Storage Systems in The City of Edgerton, Kansas to protect the health, safety, and welfare of the residents of Edgerton, Kansas, or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following ordinance be adopted? "An Ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of Tier 2 and Tier 3 battery energy storage systems to protect the health, safety, and welfare of the residents of Edgerton, Kansas."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Jason Wescott	509 W Martin St Edgerton KS 66021		10/31/2026
Ashley Hull	309 W 4th St Edgerton KS 66021	Ashley Hull	10/31/26
Mike Hull	309 W. Elm St. Edgerton KS 66021		10/31/26
Jennifer Gaeta	709 N Merriwood Ln Edgerton KS 66021	Jennifer Gaeta	10/31/26
Andrew Colbren	908 W 3rd St Edgerton, KS 66021		10/31/2026
Shanette Campbell	700 W Edgewood Dr. Edgerton, KS 66021		11/01/2026
Ralston Smiley	506 W Cumberland Edgerton KS 66021	Ralston Smiley	11-1-2026 RS

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Carrie Schmidt, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): Carrie Schmidt (Circulator's residence address): 30125 W. 187th St. #535 Gardner, KS 66030

Subscribed and sworn to before me this 1st day of November, 2026.

DeAnn Faye Dalton Hucksoll
Notary Public

My Commission Expires: August 5th 2027

STATE NOTARY PUBLIC KANSAS

DEEANN F. DALTON-HUCKSOLL
NOTARY PUBLIC
STATE OF KANSAS

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NAME	ADDRESS	SIGNATURE	Date
Faith Shafer	37779 W 207th Ter. Edgerton, KS 66021	Faith Shafer	11/01/26
John Stevenson	37746 W. 207th Ter Edgerton KS 66021	John Stevenson	11/01/2026
Clay Harvey	37778 W. 208th Ter. Edgerton KS 66021	Clay Harvey	11/01/2026
Cyan Harvey	37778 W 208th Ter Edgerton KS 66021	Cyan Harvey	11-01-2026
Melissa France	217 W. Edgewood Dr. Edgerton KS 66021	Melissa France	11-01-2026
Betty Whyte	305 Heather Knoll Dr. Edgerton, KS 66021	Betty Whyte	11-01-2026

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NAME	ADDRESS	SIGNATURE	Date
Charles A Talman	37806 W 207th Ter Edgerton KS 66021	Charles A Talman	10-31-2026
Priscilla R Talman	37806 W 207th Ter, Edgerton KS 66021	Priscilla R Talman	10/31/2026
Caden Mauir	37710 W 207th Ter, Edgerton Ks 66021	Caden Mauir	10-31-2026
Julie J. Fish-White	1000 Hulett St Edgerton KS 66021	Julie J. Fish-White	10-31-2026
Judy K Scott	210 Hulett Edgerton KS 66021	Judy K Scott	10-31-26
~~Michael Scott~~	~~210~~		
Michael Scott	210 E. Hulett St Edgerton, Ks. 66021	Michael Scott	10-31-26

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NAME	ADDRESS	SIGNATURE	Date
Kim Good	1306 W. 8th St., Edgerton, KS 66021	Kim Good	10/25/26
Roger Hink	617 W Meriwood Ln	Roger Hink	10/25/26
Lauren Curtis	609 Meriwood Lane, Edgerton, KS 66021	Lauren Curtis	10/25/26
Rebecca Hollingshead	107 E Hulett Edgerton, KS 66021	Rebecca Hollingshead	10.26.26
Kimberly Carner	516 E. Third St, EDGERTON KS	Kimberly Carner	10-26-26
Clyde R Carner	516 E Third St Edgerton KS	Clyde R Carner	10-26-26
Lee R Parks	512 E. third St. Edgerton ks	Lee R Parks	10-26-26

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NAME	ADDRESS	SIGNATURE	Date
Benjamin S. Purkapile	701 W. Merriwood Ln. Edgerton KS 66021		10-24-26
Daniel L. Henry	708 W Meriwood Ln Edgerton Ks 66021	Daniel L Henry	10-24-26
Beth Gifford	713 W Merriwood Ln Edgerton, KS 66021	Beth Gifford	10-24-26
Sean Gaeta	709 W. Merriwood Ln Edgerton KS 66021		10-24-26
Deborah L Cross	605 W Merriwood Lane Edgerton KS 66021	Deborah L Cross	10-24-26
Ezra Winslow	200 E Hulett st Edgerton KS 66021		10-24-26
Jay Winslow	200 E Hulett st Edgerton KS 66021	Jay Winslow	10-24-26

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NAME	ADDRESS	SIGNATURE	Date
Kellie Wakefield	1000 W. Martin Street Edgerton KS 66021	Kellie Wakefield	10/31/26
ROBERT HILT	528 W. Martin St EDGERTON 66021	Robert Hilt	10/31/26
Erin Hilt	528 W. Martin St. Edgerton, KS 66021	Erin J. Hilt	10/31/26
Alicia Brown	524 W Martin St Edgerton KS 66021		10/31/26
John Sanders	704 W Merriwood Edgerton KS 66021		10/31/26
Randal Gifford	713 W. Merriwood Ln Edgerton KS 66021		31 Oct 26
Reed Smith	913 W 4th Edgerton KS 66021		31 Oct 26

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NAME	ADDRESS	SIGNATURE	Date
Ashley Martin	612 W Merriwood Ln Edgerton KS. 66021		10/31/26
Pierce Martin	612 w Merriwood LN Edgerton KS 66021		10/31/26
Angie Brewer	509 W Merriwood Ln Edgerton 66021		10/31/26
Dustin Grimes	39010 W 207th St Edgerton, KS 66021		10/31/26
Cass Grimes	39010 W 207th St Edgerton, KS 66021		10/31/26
David Bell	421 W Edgewood Dr, Edgerton, KS 66021		10/31/26
Becky Bell	421 W. Edgewood Dr. Edgerton KS 66021		10/31/26

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NAME	ADDRESS	SIGNATURE	Date
Kathryn Perrapile	701 W Merwood Ln Edgerton, KS 66021		10/25/26
Joel Kelly	601 W Merwood Ln Edgerton, KS 66021		10/25/26
Mike Curtis	609 W Merwood Ln Edgerton, KS		10/25/26
Joy Bradley	509 W. Cumberland Drive Edgerton, KS 66021	JBradley	10.25.26
Kathy Smiley	506 W. Cumberland Dr. Edgerton Ks. 66021	Kathy M. Smiley	10-25-26
Amanda Roberts	901 W. 5th St. Edgerton KS 66021		10/25/2026
Tori Smith	913 W 4th St Edgerton, KS 66031		10/25/2026

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NAME	ADDRESS	SIGNATURE	Date
Kenneth B. Ochel	119 W. Nelson ST Edgerton KS 66021		10/22/2026
Eric S. Twente	705 W. Meriwood Ln Edgerton KS 66021		10/22/26
William J. LaFlure	516 W 4TH ST EDGERTON KS 66021		10/22/26
KIMBERLY TWENTE	705 W MERIWOOD LN, EDGERTON, KS 66021		22 OCT 2026
Vickie Stegman	109 W. Meriwood Ln Edgerton KS 66021		10-22-2026
Denise Hastings	108 W Meriwood Ln. Edgerton, KS 66021		10-22-2026
Chad Williams	517 W Meriwood Ln Edgerton KS 66021		10 24 2026

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COUNTY OF JOHNSON)

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By: (Signature of Circulator): Carrie Schmidt (Circulator's residence address): 30125 W. 187th St. #535 Gardner, KS 66030

Subscribed and sworn to before me this 1st day of November, 2026.

DeAnn Faye Dalton Hucksoll
Notary Public

My Commission Expires: August 5th 2029

STATE NOTARY PUBLIC KANSAS

DEEANN F. DALTON-HUCKSOLL
NOTARY PUBLIC
STATE OF KANSAS

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting Tier 2 and Tier 3 Battery Energy Storage Systems in The City of Edgerton, Kansas to protect the health, safety, and welfare of the residents of Edgerton, Kansas, or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following ordinance be adopted? "An Ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of Tier 2 and Tier 3 battery energy storage systems to protect the health, safety, and welfare of the residents of Edgerton, Kansas."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Jessica Booton	203 W. Meriwood Ln Edgerton. KS 66021	Jessica Booton	10/25/26
William Booton	203 W. Meriwood Ln Edgerton, KS 66021	William Booton	10-25-26
Randy Stegman	109 W. Meriwood Ln. Edgerton, Ks 66021	Randy Stegman	10-25-26
Monica Carroll	400 1st Street Edgerton, KS 66021	Monica Carroll	10-25-26
Kent Campbell	303 E. 3rd St. Edgerton KS 66021	Kent Campbell	10-25-26
Nancy Denny	413 East McCarty, Edgerton KS 66021	Nancy Denny	10-25-26
David W Denny Jr	413 East McCarty Edgerton	KS 66021 David W Denny Jr	10-25-26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

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"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Jeremy Gilmore	214 E Nelson St. Edgerton KS 66021		10/22/2026
BRIAN WOOLWORTH	700 WEST MERLWOOD EDGERTON, KS 66021		10/24/2026
Tim Van Zee	502 W. Merwood Ln Edgerton KS 66021		10/24/26
Terry Traffas	408 W. 5th St Edgerton Ks 66021		10/24/2026
Kathy K Traffas	408 W 5th St. Edgerton Ks 66021		10/24/2026
Scott Hale	909 W 5th St Edgerton KS 66021		10/24/2026
Hannah McKaig	905 W 5th St Edgerton KS 66061		10-24-26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
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COUNTY OF JOHNSON)

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By: (Signature of Circulator): Carrie Schmidt (Circulator's residence address): 30125 W. 187th St. #535 Gardner, KS 66030

Subscribed and sworn to before me this 1st day of November, 2026.

DeeAnn Faye Dalton Hucksoll
Notary Public

My Commission Expires: August 5th 2029

STATE NOTARY PUBLIC KANSAS
DEEANN F. DALTON-HUCKSOLL
NOTARY PUBLIC
STATE OF KANSAS

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NAME	ADDRESS	SIGNATURE	Date
Rodney NOEL	613 HEATHER KNOLL DR. Edgerton, KS 66021		10-25-2026
Janeice L. Rawles	709 W. Heather Knoll Dr. Edgerton, KS 66021		10-25-2026
David T Rawles	709 W Heather Knoll Dr. Edgerton KS 66021		10-25-2026
Darius Crist	510 W. Braun St. Edgerton KS 66021		10/25/2026
Ginger Crist	510 W Braun St Edgerton KS 66021		10/25/2026
Jennifer Miller	208 W. Meriwood Ln Edgerton, KS 66021		10/25/26
Chris Miller	208 W. Meriwood Ln Edgerton, KS 66021		10/25/26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
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Notary Public

My Commission Expires: August 5th 2029

STATE NOTARY PUBLIC KANSAS

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NAME	ADDRESS	SIGNATURE	Date
Dana Lafalce	516 W 4th St Edgerton KS. 66021	Dana Lafalce	10/24/26
Jeanette Lafalce	516 west 4th Edgerton KS 66021	Jeanette Lafalce	10-24-26
Patricia R Williams	517 W Meriwood Ln Edgerton, KS 66021	Patricia R Williams	10-24-26
Steven C. Seifert Jr.	309 WEST MARTIN ST Edgerton, KS 66021	Steven C. Seifert Jr.	10/24/2026
Jessica Martin	517 West Edgewood Dr. Edgerton, KS 66021	Jessica Lee Martin	10.31.2026
Brittany Carter	506 West Edgewood drive Edgerton KS 66021	Brittany Carter	10-31-26
Amanda Carter	506 West Edgewood drive Edgerton, KS 66021		10-31-26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
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COUNTY OF JOHNSON)

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DeAnn Faye Dalton Hucksoll
Notary Public

My Commission Expires: August 5th 2029

STATE NOTARY PUBLIC KANSAS
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"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Judy K Scott	210 E. Hullett 66021 Edgerton Kansas	Judy K Scott	10-31-26
Natalie Fye	307 W. 5th St, Edgerton, KS 66021	Natalie Fye	10-31-26
Doug Fye	307 W 5th St Edgerton KS 66021	Doug Fye	10-31-26
Michael Boland	106 W 5th St Edgerton, KS 66021		10/31/26
Rebecca Boland	106 W 5th St. Edgerton, KS 66021	Rebecca Boland	10/31/26
Gilbert Pottorff	811 W, 4th Edgerton, KS	Gilbert K. Pottorff	10/31/26
Nicholas Wakefield	600 W. Martin St. Edgerton, KS 66021	Nicholas Wakefield	10/31/2026

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STATE OF KANSAS)
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COUNTY OF JOHNSON)

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DeAnn Faye Dalton Hucksoll
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STATE NOTARY PUBLIC KANSAS
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NAME	ADDRESS	SIGNATURE	Date
Keith Sawasten	517 Heather Knoll circle Edgerton KS 66021		10-25-26
Beth Sawasten	517 Heather Knoll Circle Edgerton, KS 66021	Beth Sawasten	10-25-26
Madeline Myers	609 Heather Knoll Edgerton KS 66021	Madeline Myers	10/25/26 mcm
Devan Braun	621 Heather Knoll Edgerton KS 66021		10/25/26
Sharon Sprague	620 Heather Knoll Dr. Edgerton, KS 66021	Sharon Sprague	10/25/26
DENVER SPRAGUE	620 HEATHER KNOLL DR. EDGERTON, KS 66021	Denver W Sprague	10/25/26
Cesar Carrillo	617 Heather Knoll Dr Edgerton KS		10/25/26

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STATE OF KANSAS)
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Notary Public

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DEEANN F. DALTON-HUCKSOLL
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STATE OF KANSAS

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"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Lonnie Pannell	519 E Third st. Edgerton 66021	Lonnie Pannell	10/26/26
Devon Lloyd	513 W Merivood Ln Edgerton, KS 66021	Devon Lloyd	10/26/26
Sophia Lloyd	513 W Merivood Ln Edgerton, KS 66021	Sophia Lloyd	10/26/26
Megan Braun	621 Heather Knoll Dr Edgerton, KS 66021		10/27/26
Abigail Anders	625 Heather Knoll Edgerton KS 66021	Abigail Anders	10/27/26
Kevin Todd	101 E Hulett Edgerton KS 66021	Kevin Todd	10/27/26
Brent Parks	512 E 3rd Edgerton KS 66021		10/27/26

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STATE OF KANSAS)
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DeLeann Faye Dalton Hucksoll
Notary Public

My Commission Expires: August 5th 2029

STATE NOTARY PUBLIC KANSAS
DEEANN F. DALTON-HUCKSOLL
NOTARY PUBLIC
STATE OF KANSAS

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"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Paulette Young	Edgerton, KS 66021 112 W 7th Street	Paulette Young	10-30-26
Jeff Campbell	700 W EDGEWOOD DR EDGERTON KS 66021		10/30/26
Jessica Vohs	704 W. Edgewood dr Edgerton Ks 66021	Jessica Vohs	10/31/26
Scott Vohs	704 W. EDGEWOOD DR EDGERTON, KS 66021		10/31/26
Diane Deem	709 W Edgewood Dr. Edgerton KS 6602		10/31/26
James Umland	510 W. EDGEWOOD DR EDGERTON, KS 66021		10/31/26
Cassandra Umland	510 W. EDGEWOOD DR EDGERTON, KS 66021		10/31/26

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STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Carrie Schmidt being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): Carrie Schmidt (Circulator's residence address): 30125 W. 187th St. #535 Gardner, KS 66030

Subscribed and sworn to before me this 1st day of November, 2026.

DeAnn Faye Dalton Hucksoll
Notary Public

My Commission Expires: August 5th 2029

STATE NOTARY PUBLIC KANSAS
DEEANN F. DALTON-HUCKSOLL
NOTARY PUBLIC
STATE OF KANSAS

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting Tier 2 and Tier 3 Battery Energy Storage Systems in The City of Edgerton, Kansas to protect the health, safety, and welfare of the residents of Edgerton, Kansas, or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following ordinance be adopted? "An Ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of Tier 2 and Tier 3 battery energy storage systems to protect the health, safety, and welfare of the residents of Edgerton, Kansas."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
George E Klamm	408 E Nelson St Apt 1 Edgerton Kansas 66021	George E Klamm	10-31-26
Barbara Morin	604 W Nelson St Edgerton, KS	Barbara Ann Morin	10-31-26
Kaitlyn Elliott	205E Nelson St Edgerton, KS 66021	K E	11/1/26
Jeff Papp	110 E. McCarty Edgerton KS 66021	Jeffrey D. Papp	11-1-26
Josie Stambaugh	804 W. 3rd St Edgerton KS 66021	J Stambaugh	11-1-26
Kylie Stambaugh	804 W. 3rd St Edgerton KS 66021	Kylie Stambaugh	11-1-26
Daniel O'Donnell	204 W 5th St Edgerton KS 66021	D O'Donnell	11-1-26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Chad E Williams, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): Chad Williams (Circulator's residence address): 517 W Merriwood Ln Edgerton KS 66021

Subscribed and sworn to before me this 1st day of November, 2026.

DeAnn Faye Dalton Hucksoll
Notary Public

My Commission Expires: August 5th 2029

STATE NOTARY PUBLIC KANSAS

DEEANN F. DALTON-HUCKSOLL
NOTARY PUBLIC
STATE OF KANSAS

B

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting Tier 2 and Tier 3 Battery Energy Storage Systems in The City of Edgerton, Kansas to protect the health, safety, and welfare of the residents of Edgerton, Kansas, or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following ordinance be adopted? "An Ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of Tier 2 and Tier 3 battery energy storage systems to protect the health, safety, and welfare of the residents of Edgerton, Kansas."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Kim Denny	413 E McCarty St Edgerton, KS 66021	Kim Denny	10/30/26
Bryan Workman	20822 Starside St Edgerton, KS 66021		10/31/26
Pedro Gonalez	609 W Edgewood Dr Edgerton KS 66021		10/31/26
Jeanneh Rodriguez	609 W Edgewood Dr Edgerton KS 66021	Jeanneh Rodriguez Santos	10/31/26
Marshon Stephenson	21355 Sunflower Road Edgerton, KS 66021	M Stephenson	10/31/26
Marcus Williams	21355 Sunflower Road Edgerton, KS 66021		10/31/26
Stephanie Klamm	408 E Nelson St Edgerton ks 66021	Stephanie K Damm	10/31/26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Chad E Williams, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): Chad E Williams (Circulator's residence address): 517 W Meriwood LN Edgerton KS 66021

Subscribed and sworn to before me this 1st day of November, 2026.

DeAnn Faye Dalton-Hucksoll
Notary Public

My Commission Expires: August 5, 2029

STATE NOTARY PUBLIC KANSAS

DEEANN F. DALTON-HUCKSOLL
NOTARY PUBLIC
STATE OF KANSAS

B

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NAME	ADDRESS	SIGNATURE	Date
Tim LaPietra	206 W. 5th St. Edgerton, KS 66021		11/1/26
Maddison LaPietra	206 W. 5th St Edgerton, KS, 66021		11/1/2026

s validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

)F KANSAS)
)ss.
/ OF JOHNSON)

Chad E. Williams, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears hat I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their ddress, and that each signed is a qualified elector of the City of Edgerton, Kansas.

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:d and sworn to before me this 1st day of November, 2026.

DeAnn Faye Dalton Hucksoll
ıblic

My Commission Expires: August 5th 2029

STATE NOTARY PUBLIC KANSAS

DEEANN F. DALTON-HUCKSOLL
NOTARY PUBLIC
STATE OF KANSAS

ДЛЯ ЗАМЕТОК
ПОЛЬЗОВАТЕЛЯ
ЛИЧНЫЙ ДНЕВНИК

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting Tier 2 and Tier 3 Battery Energy Storage Systems in The City of Edgerton, Kansas to protect the health, safety, and welfare of the residents of Edgerton, Kansas, or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following ordinance be adopted? "An Ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of Tier 2 and Tier 3 battery energy storage systems to protect the health, safety, and welfare of the residents of Edgerton, Kansas."

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NAME	ADDRESS	SIGNATURE	Date
Shirley Osmun	1001 W. 7th Street Edgerton, KS 66021	Shirley Osmun	10/26/26
John Moccis	37854 W 207th Edgerton, KS 66021		10/26/26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, William J. LeFeber, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): _____ (Circulator's residence address): 576 W 47th St Edgerton KS 66021

Subscribed and sworn to before me this 28 day of October, 2026.

Jennifer Colby
Notary Public

My Commission Expires:
12-30-26

NOTARY PUBLIC STATE OF KANSAS
JENNIFER COLBY
My Appt. Exp 12-30-26

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting Tier 2 and Tier 3 Battery Energy Storage Systems in The City of Edgerton, Kansas to protect the health, safety, and welfare of the residents of Edgerton, Kansas, or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following ordinance be adopted? "An Ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of Tier 2 and Tier 3 battery energy storage systems to protect the health, safety, and welfare of the residents of Edgerton, Kansas."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Linda Van Hercke	301 W. McDonald St. Edgerton, KS 66021	Linda Van Hercke	10-25-26
John Van Hercke	301 West McDonald Street Edgerton, Kansas 66021	J. Van Hercke	10.25.26
Mike Phillips	220 West McDonald St. Edgerton KS 66021		10-25-26
Loren Sherwood	217 W McDonald St Edgerton, KS 66021		10-25-26
Alice Musselman	517 W Martin Edgerton KS 66021	Alice Musselman	10-25-26
Tonya VanDee	508 W. Martin St. Edgerton, KS. 66021		10-25-26
Karen Fairbanks	911 W 3rd St Edgerton, KS 66021		10-25-26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, William J LaFleur, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): _____ (Circulator's residence address): 516 W 47th St Edgerton KS 66021

Subscribed and sworn to before me this 28 day of October, 2026.

Jennifer Colby
Notary Public

My Commission Expires:
12.30.26

Jennifer Colby
NOTARY PUBLIC STATE OF KANSAS
JENNIFER COLBY
My Appt. Exp. 12.30.26

We, the undersigned qualified electors of the City of Edgerton, Kansas, hereby petition the governing body of the City of Edgerton, pursuant to K.S.A. § 12-3013, to either pass the above ordinance prohibiting Tier 2 and Tier 3 Battery Energy Storage Systems in The City of Edgerton, Kansas to protect the health, safety, and welfare of the residents of Edgerton, Kansas, or to submit the same to a vote of the electors. BALLOT QUESTION: "Shall the following ordinance be adopted? "An Ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of Tier 2 and Tier 3 battery energy storage systems to protect the health, safety, and welfare of the residents of Edgerton, Kansas."

"I have personally signed this petition. I am a registered elector of the State of Kansas and of the City of Edgerton and my residence address is correctly written after my name."

NAME	ADDRESS	SIGNATURE	Date
Tiffany Lydon	407 W. 5th St. Edgerton, KS 66021		10-26-26
Angel Mumbo	37854 W 207th Terr. Edgerton, KS 66021		10/26/26
[illegible]	1806 W 7th St Edgerton KS 66021		10/26/26
Jim Osmun	1006 W. 7th St EDGERTON KS 66021		10/26/26
Tim Schallert	1002 W. 7th St. Edgerton KS 66021		10/26/26
Julie Schallert	1002 W 7th St Edgerton KS 66021		10/26/26
Olivia Barker	217 N. Mcdonald Edgerton KS 66021		10/26/26

Addresses validated by the _____ version of the Johnson County, Kansas, Voter Registration List obtained from the Johnson County, Kansas, Clerk.

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, William J. Lefeber, being first duly sworn, state that I personally witnessed the signing of this Petition by each person whose name appears thereon, that I am qualified to circulate this petition pursuant to K.S.A § 25-3608, that I believe each has signed their name and properly indicated their resident address, and that each signed is a qualified elector of the City of Edgerton, Kansas.

By: (Signature of Circulator): _____ (Circulator's residence address): 516 W 4th ST Edgerton KS 66021

Subscribed and sworn to before me this 28 day of October, 2026.

Notary Public

My Commission Expires:
12-30-26

NOTARY PUBLIC STATE OF KANSAS
JENNIFER COLBY
My Appt. Exp. 12-30-26

2025 Kansas Statutes

12-3013. Petition for proposed ordinance; requirements; passage or election; form of ballot; approval, effect; amendment or repeal; publication. (a) Except as provided in subsection (e), a proposed ordinance may be submitted to the governing body of any city accompanied by a petition as provided by this section. Such petition shall be signed by electors equal in number to at least 25% in cities of the first class, and 40% in cities of the second and third class, of the electors who voted at the last preceding regular city election as shown by the poll books and shall contain a request that the governing body pass the ordinance or submit the same to a vote of the electors. Such ordinance and petition shall be filed with the city clerk.

The signatures on the petition need not all be appended to one paper, but each signer shall include the signer's place of residence, giving the street and number (if there are street numbers). One person signing each paper shall make oath before an officer competent to administer oaths that such person believes the statements therein and that each signature to the paper appended is the genuine signature of the person whose name it purports to be. If the petition accompanying the proposed ordinance is signed by the required number of electors qualified to sign, the governing body shall either (a) pass such ordinance without alteration within 20 days after attachment of the clerk's certificate to the accompanying petition; or (b) if not passed within 20 days, forthwith call a special election, unless a regular city election is to be held within 90 days thereafter, and at such special or regular city election submit the ordinance, without alteration, to the vote of the electors of the city.

(b) The ballots used when voting upon the ordinance shall set forth the proposed ordinance in full or submit the proposed ordinance by title generally descriptive of the contents thereof. Each proposed ordinance set forth in full or submitted by title generally descriptive of the contents thereof shall be preceded by the words, "Shall the following be adopted?" If there is more than one proposed ordinance to be voted upon, the different proposed ordinances shall be separately numbered and printed, and the ballots shall conform to the requirements of K.S.A. 25-605, and amendments thereto.

(c) If a majority of the qualified electors voting on the proposed ordinance votes in favor thereof, such ordinance shall thereupon become a valid and binding ordinance of the city. Any ordinance proposed by a petition as herein provided and passed by the governing body or adopted by a vote of the electors, shall not be repealed or amended except (1) by a vote of the electors, or (2) by the governing body, if the ordinance has been in effect for 10 years from the date of publication, if passed by the governing body, or from the date of the election, if adopted by a vote of the electors. Any number of proposed ordinances may be voted upon at the same election, in accordance with the provisions of this section, but there shall not be more than one special election in any period of six months for such purpose. Mayors having veto power shall not veto any such ordinance, and if passed by the council or commission the mayor shall sign the ordinance.

(d) The governing body may submit a proposition for the repeal of any such ordinance, or for amendments thereto, to be voted upon at any succeeding regular city election. If such proposition so submitted receives a majority of the votes cast thereon at such election, such ordinance shall thereby be repealed or amended accordingly. Whenever any ordinance or proposition is required by this act to be submitted to the electors of the

city at any election, the city shall cause such ordinance or proposition to be published once each week for two consecutive weeks in the official city paper. Such publication shall be not more than 20 or less than five days before the election. Any ordinance heretofore passed or made effective by election under the provisions of section 12-107 of the General Statutes of 1949 shall continue in effect but may be amended or repealed as herein provided.

(e) The provisions of this section shall not apply to:

(1) Administrative ordinances;

(2) ordinances relating to a public improvement to be paid wholly or in part by the levy of special assessments; or

(3) ordinances subject to referendum or election under another statute.

History: L. 1959, ch. 64, § 13; L. 1979, ch. 57, § 1; L. 1981, ch. 173, § 31; July 1.

2025 Kansas Statutes

25-3601. Application to both state and local elections; determination of sufficiency of petitions; signatures; question to be submitted filed with county or district attorney prior to circulation; determination of legality of form; application of other statutes; copies of statutes to be provided. (a) Subject to the provisions of subsection (d), if a petition is required or authorized as a part of the procedure applicable to the state as a whole or any legislative election district or to any county, city, school district or other municipality, or part thereof, the provisions of K.S.A. 25-3601 et seq., and amendments thereto, shall apply. The sufficiency of each signature and the number thereof on any such petition shall be determined in accordance with the provisions of K.S.A. 25-3601 through 25-3607, and amendments thereto, by the county election officer or such other official as designated in the applicable statute. Except as provided herein, a copy of any petition requesting an election in any political or taxing subdivision of the state shall be submitted to the office of the county attorney of the county or district attorney of the district in which all or the greater portion of the political or taxing subdivision is located. If a county counselor has been appointed in the county or district, the petition shall be submitted to the county counselor. The petition shall be submitted either by hand-delivery or by certified mail, return receipt requested. Such petition shall contain the question to be submitted at the election. Within five business days following submission of the petition, the county counselor, county attorney or district attorney shall furnish a written advisory opinion as to the legality of the form of the question contained on the petition. There shall be a rebuttable presumption that the form of any question approved by the county counselor, county attorney or district attorney complies with the requirements of this act. If such opinion is not furnished within five days of submission of the question, the form of the question shall be deemed in compliance with the requirements of this act. If the advisory opinion states that the form of the question contained in the petition does not comply with the requirements of this act, such advisory opinion shall also state specific grounds to support such determination.

Nothing in this subsection shall be construed as prohibiting the circulation of a petition for signatures or the filing of such petition with the county election officer prior to obtaining the advisory opinion required by this subsection.

(b) Any person challenging the validity of the form of a question shall have the burden of proving in the district court that the form of the question is invalid.

(c) The form of any question in a petition requesting an election on or protesting an ordinance, or resolution, adopted by the governing body of any county, city, school district or other municipality shall be presumed to be valid and in compliance with the requirements of K.S.A. 25-3601 et seq., and amendments thereto, if such petition states the title, number and exact language of the ordinance, or resolution, and the title of such petition states:

"Shall the following ordinance, or resolution, become effective?"

(d) When any other statute imposes specific requirements which are different from the requirements imposed by K.S.A. 25-3601 et seq., and amendments thereto, the provisions of the specific statute shall control. The county election officer or other official with whom the petition is required to be filed in accordance with the applicable statute shall give to persons requesting information regarding the filing of petitions a copy of K.S.A. 25-620 and article 36 of chapter 25 of the Kansas Statutes Annotated, and

amendments thereto.

(e) Any action challenging the validity of the form of a question in a petition shall be filed in the district court within 20 days after such petition has been filed with the county election officer.

The court shall render an opinion in any action filed to challenge the validity of the form of a question in a petition within 20 days after the date such action is filed with the court.

(f) The provisions of K.S.A. 25-3601 et seq., and amendments thereto, shall not apply to recall petitions as described in K.S.A. 25-4301 et seq., and amendments thereto, or a grand jury petition as described in K.S.A. 22-3001(c), and amendments thereto.

History: L. 1970, ch. 147, § 1; L. 1989, ch. 107, § 4; L. 1992, ch. 194, § 2; L. 2001, ch. 141, § 1; L. 2007, ch. 125, § 3; L. 2017, ch. 92, § 9; July 1.

JOHNSON COUNTY KANSAS
Election Office

2101 East Kansas City Road
Olathe, Kansas 66061

November 11, 2026

Dusti Callahan
City Clerk
404 East Nelson
Edgerton, KS 66021

Dear Dusti Callahan:

The Johnson County Election Office has completed petition signature verification, in compliance with the Kansas Election Standards Chapter V verification chart, for a petition regarding a proposed ordinance prohibiting tier 2 and tier 3 battery energy storage systems in the City of Edgerton, submitted by the Edgerton City Clerk on November 2, 2026. I make no determination as to the legal sufficiency of the petition.

- **Signatures submitted:** 150
- **Signatures required per K.S.A. 12-3013 ("…electors equal in number to at least 40% in cities of the third class…of the electors who voted at the last preceding regular city election …."):** 73
- **Total accepted signatures:** 73

We will need the City's written confirmation of:

1. Whether the petition is valid
2. if valid and an election is called, the question for the ballot, and
3. the date requested for the election

Sincerely,

Connie Schmidt
Election Commissioner

JOHNSON COUNTY, KANSAS
Authorized by
K.S.A. 19-3423(b)
ELECTION OFFICE

913-715-6800 office
800-766-3777 TDD

jocoelection.org
f/jocoelection
@jocoelection

JOHNSON COUNTY KANSAS
Legal Department

SCOTT ABBOTT
Assistant County Counselor
Direct: (913) 715-1869
Scott.Abbott@jocogov.org

Wednesday, October 28, 2026

SENT BY EMAIL
Carrie Schmidt, cschmidt12@yahoo.com

WRITTEN ADVISORY OPINION
PURSUANT TO K.S.A. 25-3601

Dear Ms. Schmidt:

On Wednesday, October 21, 2026, this office received by hand delivery your petition entitled, "Petition for Ordinance Prohibiting Tier 2 and Tier 3 Battery Energy Storage Systems in the City of Edgerton, Kansas." K.S.A. 25-3601 requires that a copy of any petition be submitted to the county counselor for a written advisory opinion as to the *legality of the form of the question*. Accordingly, our opinion is limited to that issue. A written advisory opinion from this office that approves the legality of the form of the question gives a rebuttable presumption that the form of the question complies with the requirements of K.S.A. 25-3601 et seq. We have reviewed your petition and have considered certain legal authorities, including, but not limited to, K.S.A. 12-3013 and K.S.A. 25-3601 et seq.

Determining the sufficiency of the substantive portions of the petition and of the text of the proposed ordinance requires the exercise of discretionary judgment traditionally viewed under Kansas law as the responsibility of the governing body to which the petition is addressed. Accordingly, such substantive portions will be determined by the City of Edgerton.

K.S.A. 25-3601(a) requires that, "[i]f a petition is required or authorized as a part of the procedure applicable to [. . .] any county, city, school district or other municipality, or part thereof, the provisions of K.S.A. 25-3601 et seq., and amendments thereto, shall apply." Subsection (d) of that statute provides that, if there is another statute with specific requirements that differ from K.S.A. 25-3601, then the more specific statute shall control. Your petition form makes a request that the governing body of the City of Edgerton pass an ordinance or submit such ordinance to a vote of the electors as contemplated by K.S.A. 12-3013. K.S.A. 12-3013(b) requires that, "[e]ach proposed ordinance set forth in full or submitted by title generally descriptive of the contents thereof shall be preceded by the words, 'Shall the following be adopted?'" Alternative phrasing may be accepted as in substantial compliance with K.S.A. 12-3013(b) where the question contains all the information a signer needs to understand what they are signing.

Your submitted petition form includes the full text of the proposed ordinance and a proposed ballot question as follows: "Shall the following ordinance be adopted? An Ordinance of the City of Edgerton, Kansas prohibiting the installation and operation of Tier 2 and Tier 3 battery energy storage systems to protect the health, safety, and welfare of the residents of Edgerton, Kansas." Your petition includes the

phase, "[s]hall the following ordinance be adopted[,]" followed by the title of the proposed ordinance, and the title is generally descriptive of the contents of such ordinance.

Therefore, we opine that the form of the question presented conforms with the applicable statutory requirements, with these caveats: 1) The ballot question must include the entire ordinance or an ordinance title "generally descriptive of the contents" as required by K.S.A. 12-3013(b); and 2) you must ensure that the ordinance you propose is in proper form pursuant to Kansas law. Please note that we do not opine as to whether your petition form is appropriately submitted under K.S.A. 12-3013, whether the ordinance you have submitted is in proper form, or whether the statements made in the ordinance are accurate. Additionally, although not necessarily part of the analysis of the legality of the form of the question, we observe that your petition appears to include the necessary elements pursuant to K.S.A. 25-3602, including the question you seek to bring to an election, the name of the political subdivision in which an election is sought to be held, the recital required for all petition signers, and the recital and acknowledgement required for petition circulators.

This opinion is limited to the legality of the form of the question. We recommend carefully reviewing the legal requirements for the petition form, the form of the question, the signature, verification, and circulation requirements, timing requirements, and filing requirements.

Sincerely,

Scott Abbott

SCOTT ABBOTT, *Assistant County Counselor*

cc: Peggy A. Trent, Johnson County Chief Counsel and Director of Legal Department
Connie Schmidt, Johnson County Election Commissioner
Todd Luckman, City Attorney for Edgerton, Kansas