EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
OCTOBER 22, 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 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

   Motion: _____ Second: ___ Vote: ____

Regular Agenda

7. **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.

8. **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

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

   Motion: ____ Second: ___ Vote: _____

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

    Motion: ____ Second: ___ Vote: _____

11. **CONSIDER PROJECT CREATION OF K-33 WATERLINE RELOCATION, ESTABLISH A PROJECT BUDGET, AND AWARD DESIGN CONTRACT TO PEC**

    Motion: ____ Second: ___ Vote: _____

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

    Motion: ____ Second: ___ Vote: _____

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

    Motion: ____ Second: ___ Vote: _____

14. **Report by the City Administrator**
    - Q3 Sheriff's Office Report
    - Q3 Financial Report
    - Q3 Utilities Report
    - Q3 Public Works Report
    - 2026-2027 Winter Operations Presentation

15. **Report by the Mayor**

16. **Future Meeting Reminders:**

    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

17. **Adjourn**

EVENTS

October 23: Outdoor Movie Night

October 26-27: Try It! Pickleball Workshop

October 29: Yoga

November 2: Try It! Basketball

November 3: Pickleball League

November 6: Mayor's Christmas Tree Charity Trivia

November 9: Try It! Basketball

City of Edgerton, Kansas
Minutes of City Council Regular Session
October 8, 2026

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on October 8, 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	Present
Bill Malloy	Absent
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
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
Senior Accountant, Justin Vermillion
CIP Project Manager, Rhoderic Montgomery

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

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

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

4. Approve Minutes from September 24, 2026, Regular City Council Meeting
5. Consider Resolution No. 10-08-26A Establishing Fees and Rates for Permits, Licenses and Services for the City of Edgerton, Kansas
6. Consider Resolution No. 10-08-26B Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas

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7. Consider an Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Year 2026

Councilmember Longanecker motioned to approve the consent agenda items 4-7, seconded by Councilmember Lewis. The motion carried 4-0 by the following vote:

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

Regular Agenda

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

9. **Public Comments.**

Clara White, an Edgerton resident, explained the use of closed-loop water recycling systems in data centers, emphasizing their efficiency in reducing local water consumption by 95 to 98%. Ms. White mentioned that some data centers utilize treated city wastewater and highlighted the filtration of bacteria and the use of glycol to prevent bacterial growth. She assured that glycol is recognized as safe and non-toxic by the FDA and noted its presence in candy, sliced cheese, dressings, cosmetics, and numerous everyday products, emphasizing its safety and prevalence in various consumables and items.

Chad Williams, an Edgerton resident, expressed his concerns about the lack of citizen involvement in major city projects, particularly the data center's approval process. He acknowledged that developments like LPKC can bring jobs and economic opportunities and critiqued the process as lacking in transparency and emphasized the need for public input. Mr. Williams stated the by-right process for the data center limited citizen influence, despite the potential impact on water, power, infrastructure, and the community's character. He expressed the council's duty is to represent citizens, not developers, and urged them to ensure that residents have a meaningful voice in decisions affecting the community. Mr. Williams expressed his love for the community and desire to preserve it for the future.

William LaFalce, an Edgerton resident, criticized the council members, excluding Ron Conus, for a lack of transparency and alleged conflicts of interest. He accused the council of being cowardly and greedy, urging their resignation or face potential recall efforts. Mr. LaFalce highlighted specific grievances, including claims of misconduct and irresponsible behavior by council members, suggesting some are unfit for their positions because of conflicts of interest relating to property ownership and behavior during meetings. He stated the citizens are rejecting the council's actions and demand greater accountability and transparency.

Kim Twente, an Edgerton resident, addressed the council about issues related to leadership, transparency, and accountability. She criticized council for failing to add a citizen's letter to the public record despite repeated requests. Ms. Twente accused the council of ignoring citizen

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voices and emphasized the need for better public engagement and transparency. She pointed out public comment time limits, suggesting it reflected an unwillingness to hear residents. Ms. Twente concluded by urging council to be more attentive and responsive to the concerns of the community.

Carrie Schmidt, a Gardner resident, accused council of disrespecting and ignoring residents, asserting that council prioritizes developer interests over those of citizens. Ms. Schmidt claims council violated Kansas Statutes by not holding a public hearing before adding data centers to the Unified Development Code and criticized them for suing over a petition ordinance. She alleged the July executive session was manipulated to favor developers, with decisions made in secrecy. Ms. Schmidt accused the mayor of failing to include certain public comments for the record, suggesting an attempt to control narratives. She requested transparency and accountability from the council and reiterated the citizens' rejection of their actions.

10. **Introduction of New Employee**

    Kara Banks, Assistant to the City Administrator, introduced Maria, a new customer service representative in the front office.
    Maria grew up in the Gardner-Edgerton area and has remained here her whole life. She went to school for legal studies and previously worked at City of Olathe Municipal Court. Maria stated she enjoys public service.

Business Requiring Action

11. **CONSIDER THE PURCHASE OF A REPLACEMENT OUTDOOR WARNING SIREN AT 1100 W BRAUN ST FORM BLUE VALLEY PUBLIC SAFETY THROUGH MID AMERICA REGIONAL COUNCIL COOPERATIVE PURCHASING AGREEMENT**

Dan Merkh, Public Works Director, stated the new siren would be installed at 1100 West Braun Street, with a total cost not to exceed $33,600. There is a total of 190 sirens strategically placed throughout the county. Edgerton has three outdoor warning sirens. This particular siren is approximately 32 years old and has reached its end of useful life. Actual audibility varies due to a number of factors. The updated quote for this siren is $33,539 for the 2027 budget. The budget was approved with the new siren included.

Councilmember Longanecker asked if that price includes new pole and everything.
Mr. Merkh responded affirmatively.

Councilmember Longanecker asked how much more of an area the siren will cover.
Mr. Merk stated approximately 5,500 feet, including Dwyer Farms.

Councilmember Longanecker asked about who does maintenance for the siren.
Mr. Merkh stated Blue Valley Public Safety.

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Councilmember Lebakken motioned to approve, seconded by Councilmember Longanecker, business action item eleven not to exceed the cost of $33,600. The motion carried 4-0 by the following vote:

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

12. **CONSIDER INCREASING BUDGETED AMOUNT FOR SENIOR PROPERTY TAX REBATE PROGRAM BY $4,900.25 FOR 2026**

    Kara Banks, Assistant to the City Administrator, stated Council had initially approved the Senior Property Tax Rebate program in 2023. Over the last three years, not all funds had been previously depleted for this program. However, in 2026, the original budget of $65,000 was insufficient due to a 33& increase in applications, increasing from 75 to 100. This increase is attributed to the city's improved outreach efforts, including postcards sent to every home and enhanced social media messaging about the program. The additional funds will be drawn from the city's unencumbered fund balance in the general fund to cover the seven remaining applications.
    Councilmember Conus asked if staff knew the percentage of senior households in Edgerton.
    City Administrator, Beth Linn, stated we don't know the exact number of seniors in Edgerton.
    Ms. Banks stated the 2020 census calculated 313 people over the age of 65, but it is hard to determine how that number translates into households.

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

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

13. **Report by City Administrator**

Motors and Monsters event is this weekend, as well as the 5k for the food pantry. Although official sign-ups were closed, walk-on participants are welcome and encouraged to donate. All information about Motors and Monsters event is available on the city's website.

14. **Report by the Mayor**

- November/December Council Meeting Schedules

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Mayor focused on the scheduling of meetings for November 26, 2026, and December 24, 2026. In years past, due to holidays, it has been recommended to cancel both those meetings, and if something pops up, a special meeting could be convened at a different time.

Councilmember Lewis motioned to approve canceling regular scheduled council meetings on November 26, 2026, and December 24, 2026, seconded by Councilmember Lebakken. The motion carried 4-0 by the following vote:

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

- Mayor Roberts stated in years past Council has given staff an extra day off around Christmas. Friday, December 25, 2026, is Christmas day. He asked if Council wanted to add Christmas Eve on Thursday, December 24, 2026, as a holiday for staff.

Councilmember Longanecker motioned to approve adding December 24, 2026, to close for the holiday, seconded by Councilmember Lewis. The motion carried 4-0 by the following vote:

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

Mayor expressed appreciation for the staff's hard work and hoped they would enjoy the additional day off with their families.

15. **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

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16. **Adjourn**

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

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

The meeting was adjourned at 7:30 pm.
Submitted by Dusti Callahan, City Clerk.

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City Council Action Item

Council Meeting Date: 10/22/2026

Department: Public Works

Agenda Item: Consider Final Acceptance & Project Closeout for the 2025 Street Preservation Program

Background/Description of Item:
During the 2025-2029 CIP Work Session, City Council identified the 2025 Street Preservation Program to include new curbs in selected areas as determined by City Staff using tools in the Pavement Management Program. The Program also included a refresh of the City's Pavement Condition Index (PCI), completed under the KDOT Innovative Technology Program grant. This item brings the 2025 Street Preservation Program before City Council for final acceptance as a complete program.

On May 8, 2025, City Council awarded the construction contract to Sunflower Paving, Inc. for a total contract amount of $87,440.02.

On September 25, 2025, City Council approved the KDOT Innovative Technology Program grant agreement (Project No. N-0846-01) for the Pavement Condition Index (PCI) portion of the 2025 Street Preservation Program. The agreement provides up to $34,000.00 in grant funding through KDOT with a $12,202.00 City cash match.

Also on September 25, 2025, City Council approved a contract with Alfred Benesch & Company in the amount of $20,372.00 for review and analysis of the pavement condition data, GIS coordination of the PCI results and a 10-year Pavement Management Plan, and a contract with Streetscan/CityLogix in the amount of $25,830.00 for vehicle mounted scanning and 360 imagery of the road system, pavement condition data processing and three years of road asset management software.

On December 11, 2025, City Council approved Change Order #1 with Sunflower Paving for an increase of $10,554.24. The new contract amount is $97,994.26.

On January 16, 2026, City Administrator approved Change Order #2 with Sunflower Paving which included the final quantity changes for the 2025 Street Preservation Program (Curb Replacement) for $1,155.47. The new contract amount is $99,149.73.

The 2025 Street Preservation Program was budgeted at $240,715.85. Gas Tax received was less than the budgeted amount by $1,858.30, resulting in available funds of $238,857.55.

Final billings under the Benesch and Streetscan/CityLogix contracts were $20,312.40 and $20,870.00, which are $59.60 and $4,960.00 under their respective contract amounts. Program costs also included $5,281.50 for City Engineer project manual review and construction observation (BG Consultants, Inc.) and $40.25 for advertising. Total program expenditures are $145,653.88. On October 6, 2026, the City received the final reimbursement of $30,474.98 through the KDOT Innovative Technology Program grant, for a net City cost of $115,178.90 and a budget savings of $123,678.65.

The 2025 Street Preservation Program is summarized below.

Description	Approval	Amount
Curb Replacement – Original Contract	Council 5/8/25	$ 87,440.02
Curb Replacement – Change Order # 1	Council 12/11/25	$ 10,554.24
Curb Replacement – Change Order # 2	City Administrator 1/16/26	$ 1,155.47
PCI – Benesch Contract	Council 9/25/25	$ 20,312.40
PCI – Streetscan/CityLogix Contract	Council 9/25/25	$ 20,870.00
City Engineer – BG Consultants	N/A	$ 5,281.50
Advertising	N/A	$ 40.25
	Final Acceptance for the 2025 Street Preservation Program Total	**$ 145,653.88**
	Less KDOT Innovative Technology Program Grant Reimbursement	$ (30,474.98)
	Net City Cost – 2025 Street Preservation Program	**$ 115,178.90**
	2025 Street Preservation Program Budget	**$ 240,715.85**
	Less: Gas Tax Under Budget	$ (1,858.30)
	Available Funds for 2025 Street Preservation Project	**$ 238,857.55**
	2025 Street Preservation Program Savings	**$ 123,678.65**

Remaining dollars were identified by the CIP and recommended to be transferred to the 2027 Street Preservation Project. All work was completed according to City standards. The Pavement Condition Index and Pavement Management Plan deliverables have been received and accepted by City Staff. Staff recommend closing the project.

Related Ordinance(s) or Statute(s):

Funding Source: Special Highway Fund, PIF Maintenance Fee, 2024 Street Preservation Program Balance Transfer, KDOT Innovative Technology Program Grant

Budget Allocated: 2025 Street Preservation Program: $240,715.85

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Final Acceptance & Project Closeout for the 2025 Street Preservation Program in the Total Amount of $145,653.88, with a transfer of $123,678.65 to 2027 Street Preservation Project.

Enclosed: N/A

Prepared by: Rhod Montgomery – CIP Project Manager

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City Council Action Item

Council Meeting Date: December 11, 2026

Department: Public Works

Agenda Item: Consider Cooperative Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services for 2027.

Background/Description of Item:
On Dec 11th, 2025, the City Council approved a multiyear agreement with Weather or Not® to provide dedicated weather forecasting services. These forecasts support key operational staff by improving the ability to accurately schedule projects and initiate emergency operations when necessary. Weather or Not provides forecasts and lightning notifications through email, a web portal, text messages, and phone calls. Under normal conditions, staff receive updates twice daily. During significant or severe weather, Weather or Not increases communication with directly contacting staff by phone. These calls are essential to the City's Winter Weather Operations and enhance staff's readiness during inclement weather events.

The City's purchasing policy allows and encourages the practice of cooperative purchases. Traditionally this has been most frequently utilized with Vehicle and Equipment. The purchasing policy allows for the City to "piggy-back" on contracts entered-into by other jurisdictions. Section 2.14 of the agreement between the City of Prairie Village and Weather or Not® includes the cooperative purchasing provisions to allow the City of Edgerton to piggy-back on an existing contract.

The City of Prairie Village renewed its contract with Weather or Not on December 1, 2025, this contract runs from 2026 to 2028 with no price increase. The 2027 contract price of $12,700, which is the same as the price for 2026, includes Premier Plus (*including A+ Weather Post Storm Reports), Sferic Maps total lightning service, and the Mid-Range Forecast (weekly delivered month-long outlook).

The 2027 Budget includes sufficient funds to cover the annual contract costs.

The contract runs from January 1, 2027, to December 31, 2027.

Related Ordinance(s) or Statue(s):

Funding Source: General Fund-Public Works-Emergency Management

Budget Allocated: $13,500

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

Recommendation: Approve Cooperative Contract With Weather Or Not®, Inc. To Provide Weather Forecasting Service With An Annual Price Not To Exceed $12,700 For 2027.

Enclosed: City of Edgerton: A+ Weather Services Contract 2026

Prepared by: Chase Forrester, Public Works Foreman

Weather or Not®
When Accuracy Means Money℠

11006 Parallel Parkway, Suite 100B
Kansas City, Kansas 66109
913.722.3955

City of Edgerton – A+™ Weather Services Contract

This is to confirm that the City of Edgerton retains *Weather or Not®, Inc.* ("*Weather or Not*") from January 1, 2026 thru December 31, 2026 which shall automatically renew for 2027 and 2028, with no price increase, unless the City of Edgerton provides written notice of cancellation prior to September 1st of each year. *Weather or Not* shall provide Premier Plus consulting services. Included are access to *Weather or Not's* Exclusive Expert Analysis and A+ ™ Weather Alerts for up to 15 user licenses for each product. The City of Edgerton may call for updates whenever they choose. *Weather or Not* may record telephone calls between weather forecasters and the City of Edgerton. The City of Edgerton understands that these recordings may occur for the purpose of *Weather or Not* customer service training (without further notices) and consents to these recordings. The City of Edgerton shall also receive Winter Post Storm Reports within 2 business days of snow or ice, and a Mid-Range Trends Forecast delivered weekly.

The all-inclusive fee for services (*including the Sferic Maps℠ total lightning service) shall be $12,700 billable annually, payable net 30. Sferic Maps℠ End User License Agreement electronic consent required. The City of Edgerton agrees that the information provided by *Weather or Not* as a part of the services shall not be rebroadcast, redistributed, republished or otherwise reproduced, in whole or in part, without the express written consent of *Weather or Not*.

The City of Edgerton acknowledges that forecasting the weather is not an exact science and that *Weather or Not* has no control over the City of Edgerton's actions in response to forecasts and information delivered by *Weather or Not. Weather or Not* shall not be responsible for the acts or omissions of the City of Edgerton taken in reliance upon the information provided by *Weather or Not*, hereunder. The City of Edgerton hereby releases *Weather or Not*, its representatives, officers, directors, and shareholders from all loss, cost, damage, liability and expense including actual, consequential, and incidental damages suffered by the City of Edgerton or any of its agents, contractors or employees or other third parties as a result of weather conditions, whether or not forecasted by *Weather or Not*, or as a result of any other services provided by *Weather or Not*.

The City of Edgerton hereby agrees that this agreement shall not be assigned or otherwise transferred in whole or in part without the express written consent of *Weather or Not*. This agreement shall be binding when signed by both parties.

Sara Croke
Sara Croke
Weather or Not®, Inc

12.16.25
Date

Donald Roberts, Mayor
City of Edgerton, KS

12/11/25
Date

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City Council Action Item

Council Meeting Date: October 22, 2026

Department: Community Development

Agenda Item: Consider Professional Services Agreement between City of Edgerton and The Nash Group for Community Engagement Regarding Emerging Industries

Background/Description of Item:
At the July 23, 2026 City Council meeting, City Council directed staff to provide an outline for a process of public engagement and potential zoning updates to the Unified Development Code (UDC) for regulations regarding emerging industries.

As part of this process, staff created two individual Requests for Proposals, one specifically focused on independent community engagement efforts and the other specifically for technical code writing for updates to the UDC based on the information received during the community engagement efforts.

On September 1, 2026, the City of Edgerton issued a Request for Proposals seeking firms with expertise in community engagement to conduct a community engagement campaign specifically related to emerging industries in the planning field. The Project highlights include:

- Identification of a list of emerging industries that will be the main topic of community engagement.
- Minimum of two larger approach community engagement events.
- Small feedback engagement activities to meet the community where they are.
- Hosting of a project website to provide project updates.
- Attendance at least one Planning Commission and City Council meeting.
- Final Public Engagement Report upon project completion.

Proposals were due September 23, 2026 and the City received 11 proposals. Interviews with 5 short-listed firms were conducted on October 5 and 6, 2026. The selection committee recommends The Nash Group, LLC as the best, most qualified team for the project.

Enclosed is the Professional Services Agreement between the City of Edgerton and The Nash Group, LLC for the project. The Professional Services Agreement is pending execution by The Nash Group, LLC and Certificates of Insurance have been provided. The Agreement is pending final approval from out City Attorney and City Insurance Representative.

The Agreement with The Nash Group is for $29,363 plus actual costs incurred for a mailer to

each address in the City, with funding from the Unified Development Code (UDC) Update CIP project.

Related Ordinance(s) or Statue(s):

Funding Source: Unified Development Code Update CIP Project

Project Budget: $110,000

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Professional Services Agreement Between City Of Edgerton And The Nash Group For Community Engagement Regarding Emerging Industries In An Amount Not To Exceed $29,363 Plus Expenses For Mailers, Pending Approval From City Attorney And/Or City Insurance Representative.

Enclosed: Professional Services Agreement w/ Scope of Services and Certificates of Insurance

Prepared by: Zachary Moore, Development Services Director

PROFESSIONAL

SERVICES

AGREEMENT

CONSULTANT-CLIENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 22nd day October, 2026 (the "Effective Date") by and between The Nash Group, LLC., 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"):

Community Engagement Regarding Emerging Industries

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

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

SECTION 1 – DEFINITIONS

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

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

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

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

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

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

1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

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

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

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

2.2 GENERAL DUTIES AND RESPONSIBILITIES

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

Name: _____

Address: _____

_____

Phone: _____

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

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

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

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

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

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

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

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

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

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

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

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

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

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

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

Name:	Zachary Moore
Address:	404 E. Nelson Street,
	Edgerton, KS
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 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 _____October_____, 2026.

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

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

EXHIBIT 2

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

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

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

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

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

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

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

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

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

(4) WAIVER OF SUBROGATION

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

(5) CERTIFICATE OF INSURANCE

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

EXHIBIT 3

COST AND SCHEDULE

EXHIBIT 4

SPECIAL PROVISIONS

NASH GROUP™
BUILDING COMMUNITY. RESTORING HOPE.

THE NASH GROUP, LLC

Building Community. Restoring Hope.™

Kansas City, Missouri
(816) 213-4461 | tnash@thenashdevelopmentgroup.com
www.nashdg.com

SCOPE OF SERVICES AND FEE

CITY OF EDGERTON, KANSAS | COMMUNITY ENGAGEMENT REGARDING EMERGING INDUSTRIES

TO	**Zachary Moore, Development Services Director, City of Edgerton, Kansas**
CC	**Julia Patterson, Chief Operating Officer and Principal; Arielle Nash, The Nash Group, LLC**
FROM	**Dr. Troy L. Nash, CEO and Founder, The Nash Group, LLC**
DATE	**October 16, 2026**
RE	**Community Engagement Regarding Emerging Industries: Revised Scope of Services (Exhibit 1) and Cost and Schedule (Exhibit 3)**

Thank you for your October 14 responses. This document sets out the revised Scope of Services and fee. It builds on our September 23, 2026 proposal and reflects each of your responses. It is organized task by task, and each task lists the City's objective from the RFP, the activities we will carry out, the deliverables you will receive, the timing, the City's role, and the hours and fee.

1. PURPOSE

The City of Edgerton seeks an independent community engagement campaign on emerging industries. As stated in the RFP, the primary objective is "to develop a list of the emerging industries, engage the community to develop common understanding of these industries, identify concerns and opportunities related to these developments, and identify the cross-cutting themes from the public engagement campaign." The campaign "will serve as the foundation to guide the forthcoming update to the City's Unified Development Code (UDC) related to zoning regulations for the identified emerging industries."

2. INDEPENDENCE AND NEUTRALITY

- At the City's request, The Nash Group sets the number, format and timing of community events and of the mailed survey, so that the engagement is independent of City influence.
- City staff review materials for factual accuracy and logistics.
- A Neutrality and Scope Protocol, published before the first event, states what the process can and cannot decide, who is funding it, how input will be used, ground rules for respectful participation, and how residents can raise concerns about the process itself.
- Every survey, event notice and report states that the City of Edgerton sponsored the engagement and The Nash Group conducted it.
- The Final Public Engagement Report presents the findings in full.
- We do not draft code language and take no position on any proposed development. Drafting UDC text is the purpose of the City's separate UDC update.

3. PROJECT TEAM

ROLE	TEAM MEMBER	RESPONSIBILITY
Principal-in-Charge	Dr. Troy Nash	Overall accountability; facilitates both large community events and all presentations to the Planning Commission and City Council
Project Manager	Julia Patterson	Day-to-day project manager and single point of contact for City staff
Research Analyst	Christian Roustic	Emerging industries research, industry profiles, and support for analysis

4. TASK 1. PROJECT COORDINATION

City objective (RFP Exhibit A). Develop a finalized project schedule with key milestones; facilitate status meetings with City staff, including agenda preparation; coordinate regularly with staff; prepare presentation materials and support documentation for Planning Commission and City Council meetings as needed.

Activities

- Kickoff meeting within five business days of Notice to Proceed to confirm goals, decision-makers, communication protocols, venues, the City's existing channels, and any sensitivities, including how the engagement will relate to pending litigation over the citizen petition.
- Finalized project schedule with key milestones within ten business days of kickoff, coordinated with Planning Commission meetings (second Tuesday of each month) and City Council meetings (second and fourth Thursdays of each month), the cancelled November and December 2026 Council meetings, and the City's schedule for the separate UDC update procurement.
- Biweekly status meetings (virtual, 30 minutes) with consultant-prepared agendas, an action item log and a decision log.
- Regular coordination with staff on all public-facing materials, with a standard five business day City review window for major deliverables and 48-hour turnaround on consultant revisions.
- Presentation materials and support documentation for the joint Planning Commission and City Council work session, the City Council findings presentation, and any additional Planning Commission or Council briefings staff request.

Deliverables

NO.	DELIVERABLE	TIMING
1.1	Kickoff meeting	Within 5 business days of Notice to Proceed
1.2	Finalized project schedule with key milestones	Within 10 business days of kickoff
1.3	Biweekly status meeting agendas, action item log and decision log	Every two weeks, through completion
1.4	Presentation materials for the joint work session and the Council findings presentation	Before each meeting

City role. Provide a staff contact, venue and channel information at kickoff; review major deliverables within five business days.

Effort and fee (base, unchanged). Principal-in-Charge 4 hrs, Project Manager 12 hrs, Research Analyst 0 hrs; 16 hours, $2,360.

5. TASK 2. LIST OF EMERGING INDUSTRIES

City objective (RFP Exhibit A). Develop a list of emerging industries increasing in development nationwide, such as data centers, battery energy storage systems, energy production facilities and vertical farming; develop a common understanding in the community of what these industries are, their common traits and characteristics, and possible impacts from development.

Activities

- Step 1, screening a long list. Review national development trends, peer community codes and Edgerton's own context, including LPKC, the BNSF intermodal facility, utility infrastructure and available land, to identify uses increasing in development nationwide and plausibly relevant to Edgerton. The City has not identified a list in advance; the list is a product of this task. Research begins with, but is not limited to: data centers; battery energy storage systems; energy production facilities, including utility-scale solar, wind, natural gas, on-site generation and emerging technologies such as small modular reactors; electrical substations, transmission and microgrid infrastructure associated with large loads; vertical farming and controlled environment agriculture; heavy-duty electric vehicle charging and alternative fuel hubs serving freight; cryptocurrency mining and other high-density computing; hydrogen production and fueling facilities; and highly automated and robotic distribution, cold storage and advanced manufacturing facilities, including battery manufacturing.
- Each candidate is screened for likelihood of an Edgerton application, degree of community concern elsewhere, and whether the current UDC defines or addresses it.
- Recommendation of a short list of up to ten uses for full profiling, confirmed with staff before public engagement begins.
- Step 2, plain-language industry profiles of two to four pages for each short-listed use, written for residents, covering: what the use is and what it does; typical site, building and equipment characteristics; power, water and fuel requirements; noise, light, traffic and emissions characteristics; fire and safety considerations; jobs and fiscal effects; decommissioning and end-of-life issues; and how other communities have regulated it.
- Each profile includes a "What we know and what is still debated" section that separates well-established facts from contested claims on both sides, with sources cited, and states plainly what the use does not do.
- Profiles are reviewed by staff for accuracy before release and serve as the backbone of the project website and event displays.

Deliverables

NO.	DELIVERABLE	TIMING
2.1	Emerging Industries long list with screening results	November 2026
2.2	Recommended short list of up to ten uses, confirmed with staff	Late November 2026
2.3	Industry profiles 1 through 6 (two to four pages each), reviewed by staff	Late November 2026
2.4	Industry profiles 7 through 10, only if the confirmed short list exceeds six (priced in Section 10)	With 2.3

City role. Confirm the short list; review profiles for factual accuracy before release.

Effort and fee (base, unchanged). Principal-in-Charge 9 hrs, Project Manager 3 hrs, Research Analyst 10 hrs; 22 hours, $3,320.

6. TASK 3. PUBLIC ENGAGEMENT STRATEGY

City objective (RFP Exhibit A). Develop a comprehensive public engagement strategy that supports the project objectives; recommend creative, inclusive and cost-effective approaches that broaden participation; provide outreach strategies for both online and in-person engagement.

Activities

- Engagement objectives tied to the City's three stated goals: common understanding, concerns and opportunities, and cross-cutting themes.
- A stakeholder map covering residents in all parts of the city, renters and homeowners, older adults, families with children, young adults, rural and adjacent property owners, LPKC employers and employees, faith and civic organizations, the school community, utility and emergency service providers, and residents who have already organized around these issues.
- A Neutrality and Scope Protocol (see Section 2), published before the first event.
- A mix of large events, small feedback opportunities, a community-wide mailed survey, online tools and the channels the City already owns, including the monthly newsletter that reaches every household with its utility bill and the City's own social media page, with a calendar.
- Accessibility and inclusion measures: ADA-accessible venues, weekday evening and weekend options, large-print and digitally accessible materials, and language access based on the City's demographic data.
- Participation targets and a tracking method so the final report can show who was reached and who was not.
- Creative, cost-effective methods that fit a town of Edgerton's size, emphasizing reach and quality of conversation over expensive production.

Deliverables

NO.	DELIVERABLE	TIMING
3.1	Written Public Engagement Strategy, for staff review	Within the first month
3.2	Neutrality and Scope Protocol, published	Before the first public event

City role. Review the draft Strategy and Protocol for factual accuracy and logistics.

Effort and fee (base, unchanged). Principal-in-Charge 4 hrs, Project Manager 8 hrs, Research Analyst 0 hrs; 12 hours, $1,820.

7. TASK 4. COMMUNITY ENGAGEMENT ACTIVITIES

City objective (RFP Exhibit A). Plan, facilitate and document a minimum of two larger community engagement events; conduct small feedback activities that meet the community where they are; host a project website with a survey tool; attend one joint Planning Commission and City Council work session and one City Council meeting to summarize findings.

Activities

- The number, format and timing of events and of the mailed survey are set by The Nash Group, at the City's request, so that the engagement is independent of City influence. Target dates are confirmed in the Task 1 schedule.
- "Emerging Industries 101" public briefing: a 60-minute public session, recorded and posted online, introducing the process, the Neutrality and Scope Protocol, and a plain-language overview of the industries under consideration, at no additional cost to the City.
- Large Event 1, "Learn and Ask" Open House: a drop-in open house with stations for each profiled industry, staffed by our team; comment cards, dot exercises and a "questions we still need answered" board; every question logged and answered publicly on the project website; held in the City's own community spaces so the City incurs no venue cost.
- Large Event 2, "Weigh the Tradeoffs" Community Workshop: a facilitated, table-based workshop in which small groups work through realistic scenarios for each use and discuss where a use should or should not be located, what conditions or buffers matter, what performance standards matter most, and what benefits the community should expect, without asking residents to draft code.
- Contingent Large Event 3: if The Nash Group and City staff agree a third large event is needed, it is planned, facilitated and documented in the same manner as the first two, only on the City's written authorization (priced in Section 10).
- Small feedback opportunities: pop-up stations at a minimum of three locations or events where residents already gather, plugged into the City's established and upcoming community events where appropriate, using the list of events the City provides; listening conversations of 20 to 30 minutes with 8 to 12 stakeholders; meeting-in-a-box kits for groups to host their own discussion; and "coffee with the consultant" office hours.
- Community-wide mailed survey to every residential address, with a postage-paid return envelope and an online response option using a unique code to prevent duplicate responses; response rate reported, respondents compared with the City's demographic profile, margin of error stated, and results analyzed separately from self-selected input.
- Project website, linked from the City's website, with the industry profiles, the Neutrality and Scope Protocol, event information, an FAQ answering every question logged at events, and an online questionnaire that mirrors the in-person exercises; paper copies at City Hall and all pop-ups.
- Attendance and presentation at one joint Planning Commission and City Council work session (preliminary findings and feedback) and one City Council meeting (final findings).

Deliverables

NO.	DELIVERABLE	TIMING
4.1	"Emerging Industries 101" public briefing, recorded and posted	Late November 2026
4.2	Project website and online questionnaire launched	Late November to early December 2026
4.3	Large Event 1: "Learn and Ask" Open House	Early December 2026
4.4	Pop-ups (minimum of three), listening conversations (8 to 12), meeting-in-a-box kits, office hours	December 2026 to January 2027
4.5	Community-wide mailed survey, mailed; responses accepted through early February 2027	Mailed December 2026
4.6	Large Event 2: "Weigh the Tradeoffs" Community Workshop	Late January 2027
4.7	Contingent Large Event 3, only if authorized in writing	By mid February 2027, if authorized
4.8	Joint Planning Commission and City Council work session	February 2027, date set by staff
4.9	City Council presentation of final findings	Thursday, March 11 or March 25, 2027

City role. Provide community spaces and basic audio-visual equipment at no cost; provide the residential address list for the mailed survey; link the project website from the City's website.

Effort and fee (base, unchanged). Principal-in-Charge 20 hrs, Project Manager 26 hrs, Research Analyst 4 hrs; 50 hours, $7,710.

8. TASK 5. COMMUNICATIONS AND OUTREACH

City objective (RFP Exhibit A). Prepare engagement materials and content for use in any project or City communication channels; assist the City in communicating project updates, engagement opportunities and key milestones; develop materials that are clear, accessible and suitable for a variety of audiences.

Activities

- A communications calendar aligned with engagement milestones.
- Ready-to-post content drafted for staff to publish on the City's own channels, including the monthly utility bill newsletter that reaches every household, the City's main social media page and the City website, covering announcements, reminders, graphics and short explainers.
- Flyers and posters for public buildings and local businesses, and a printed insert for the monthly utility bill newsletter, which reaches every household at no additional mailing cost.
- A one-page project fact sheet and a short "what we have heard so far" update after each large event.
- Optional City-wide printed mailer: at the City's written request, a separate mailer designed by The Nash Group at no additional labor cost, with printing and postage at actual cost with no markup (Section 10).
- All materials written in plain language, reviewed for accessibility, and suitable for residents, business owners and officials alike.

Deliverables

NO.	DELIVERABLE	TIMING
5.1	Communications calendar	Late November 2026
5.2	Ready-to-post content for City channels	Throughout, per the calendar
5.3	Flyers and posters; utility bill newsletter insert	Before each large event
5.4	Project fact sheet; "what we have heard so far" update after each large event	After each large event
5.5	Optional City-wide printed mailer, only on written request	As requested

City role. Publish content on City channels; include the insert in the utility bill newsletter.

Effort and fee (base, unchanged). Principal-in-Charge 2 hrs, Project Manager 6 hrs, Research Analyst 0 hrs; 8 hours, $1,180.

9. TASK 6. ANALYSIS AND REPORTING

City objective (RFP Exhibit A). Document participation, feedback and key themes from each activity; prepare meeting notes and summaries after each event; analyze input and identify trends, opportunities, and areas of consensus or differing perspectives; document how input informed the cross-cutting themes and recommendations; prepare a final report; ensure all deliverables are ADA compliant and digitally accessible.

Activities

- A participation log for every activity (count, format, and voluntarily provided information such as general area of residence).
- A meeting summary within ten business days after each public event.
- All input, including mailed survey responses, comment cards, online questionnaire responses, workshop results, pop-up comments and listening conversations, coded with a single codebook organized by industry and by theme; areas of consensus, areas of disagreement and differences across groups identified; the limits of self-selected participation stated.
- A Final Public Engagement Report with an executive summary, methods and participation, findings by industry, cross-cutting themes, and a chapter titled "From Input to Code" connecting each theme to the kinds of UDC decisions the City will face; appendices with all event summaries, the full comment record, the questionnaire and results, and the methodology. No code language is drafted.
- All reports, presentations, summaries and deliverables in digitally accessible formats designed to meet WCAG 2.1 Level AA, including tagged PDFs, alternative text for images, and accessible tables.

Deliverables

NO.	DELIVERABLE	TIMING
6.1	Participation log	Throughout
6.2	Meeting summary after each public event	Within 10 business days of each event
6.3	Coded input and analysis	Early February 2027
6.4	Draft Final Public Engagement Report to staff	March 2027
6.5	Final Public Engagement Report, accessible formats	March 2027, by March 31

City role. Review the draft report within five business days.

Effort and fee (base, unchanged). Principal-in-Charge 11 hrs, Project Manager 14 hrs, Research Analyst 2 hrs; 27 hours, $4,175.

10. FEE

The City is billed monthly for actual hours at the rates below, plus approved reimbursable expenses at actual cost with no markup, not to exceed the amounts shown without a written supplemental agreement. No contingent or optional item is performed or billed without the City's written authorization. The base fee and rates are unchanged from our September 23 proposal.

Staffing rate sheet

CLASSIFICATION	TEAM MEMBER	HOURLY RATE
Principal-in-Charge	Dr. Troy Nash	$185
Project Manager	Julia Patterson	$135
Research Analyst	Christian Roustic	$125

Base fee by task (mandatory scope)

TASK	PRINCIPAL HRS	PROJ. MGR. HRS	RESEARCH ANALYST HRS	TOTAL HRS	COST
Task 1. Project Coordination	4	12	0	16	$2,360
Task 2. List of Emerging Industries	9	3	10	22	$3,320
Task 3. Public Engagement Strategy	4	8	0	12	$1,820
Task 4. Community Engagement Activities	20	26	4	50	$7,710
Task 5. Communications and Outreach	2	6	0	8	$1,180
Task 6. Analysis and Reporting	11	14	2	27	$4,175
Labor subtotal	**50**	**69**	**16**	**135**	**$20,565**
Project website hosting and online survey platform (Task 4)					$500
					$900

TASK	PRINCIPAL HRS	PROJ. MGR. HRS	RESEARCH ANALYST HRS	TOTAL HRS	COST
Printed engagement materials, display boards and event supplies (Tasks 4 and 5)					
Local mileage, Kansas City to Edgerton, at the IRS standard rate (not to exceed)					$650
Community-wide mailed survey: printing, outbound and return postage (Task 4; estimate, depends on residential address count)					$1,800
Direct expense subtotal					**$3,850**
TOTAL BASE FEE, MANDATORY SCOPE (not to exceed)					**$24,415**

Items requested by the City on October 14, 2026 (separate from the base fee)

ITEM	HOURS	NOT TO EXCEED	WHEN BILLED
A. Industry profiles 7 through 10 (Task 2)	Principal 6.0, Project Manager 2.0, Research Analyst 6.7 (14.7 hrs)	$2,213	Only if the confirmed short list exceeds six uses; actual hours
B. Contingent Large Event 3 (Task 4)	Principal 5, Project Manager 6, Research Analyst 6 (17 hrs); labor $2,485 plus materials estimated at $250	$2,735	Only on the City's written authorization
C. Optional City-wide printed mailer (Task 5)	Design included in Task 5; $0 labor	Printing and postage at actual cost, quoted first	Only on the City's written request

Summary

LINE	AMOUNT
Base fee, mandatory scope (not to exceed)	$24,415
A. Profiles 7 through 10 (not to exceed)	$2,213
B. Contingent Large Event 3 (not to exceed)	$2,735
Total if A and B are both authorized, before any optional mailer	**$29,363**

How items A and B are priced. Our September 23 proposal priced Task 2 as one block for up to six profiles: 22 hours (Principal 9, Project Manager 3, Research Analyst 10), $3,320. Profiles 7 through 10 are priced at four-sixths of that block ($3,320 x 4/6 = $2,213) with the same mix of roles. Large Event 3 keeps the 17 hours in our proposal; the 6 hours listed under an "Assoc." classification not on our rate sheet are corrected to the Research Analyst rate (5 x $185 + 6 x $135 + 6 x $125 = $2,485).

Not included. Optional Add-On A (language access: translation and live interpretation) and Optional Add-On B (Governing Body and Staff Readiness Workshop) from our September 23 proposal. Either can be added by written supplemental agreement.

11. PAYMENT TERMS

Payment follows Section 4 of the City's Professional Services Agreement, as attached to the RFP, without change. We are not requesting a deposit or any payment in advance of services.

- Fee basis (Section 4.1.1): the fee is "based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3", plus actual reimbursable expenses permitted under the Agreement, not to exceed the amounts in Section 10 without a written supplemental agreement.
- Billing (Section 4.1.4): we bill the City monthly. Each invoice itemizes the services and reimbursable expenses for which payment is requested, showing hours by task and by team member at the Exhibit 3 rates, with receipts for any approved reimbursable expense.
- Payment (Section 4.1.1): "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."
- Contingent and optional items (A, B and C in Section 10) are billed only after the City's written authorization, and only for actual hours and actual cost.

12. SCHEDULE

TIMING	MILESTONE OR ACTIVITY
Within 5 business days of Notice to Proceed	Kickoff meeting
November 2026	Finalized schedule; listening conversations begin; long list and screening; draft Public Engagement Strategy and Neutrality and Scope Protocol
Late November 2026	"Emerging Industries 101" public briefing
Late November 2026	Short list (up to ten uses) and draft profiles to staff; communications calendar and first outreach content
Late November to early December 2026	Project website and online questionnaire launch; Neutrality and Scope Protocol published
Early December 2026	Large Event 1: "Learn and Ask" Open House
December 2026 to January 2027	Mailed survey; pop-ups, office hours, meeting-in-a-box kits; online questionnaire open; Event 1 summary and FAQ
Late January 2027	Large Event 2: "Weigh the Tradeoffs" Community Workshop
Early February 2027	Survey and online questionnaire close; Event 2 summary; coding and analysis
By mid February 2027, if authorized	Contingent Large Event 3
February 2027, date set by staff	Joint Planning Commission and City Council work session (regular dates: Planning Commission Feb. 9; Council Feb. 11 and 25)
March 2027	Draft report to staff; final Public Engagement Report
Thursday, March 11 or March 25, 2027	City Council presentation of final findings
By March 31, 2027	Project complete

13. ASSUMPTIONS AND EXCLUSIONS

- Excluded: drafting of Unified Development Code text or zoning amendments; legal opinions or any involvement in pending litigation; technical engineering, environmental, noise or utility studies; paid advertising; venue rental fees; food and refreshments; childcare; and any meetings beyond those listed, which may be added at the hourly rates above.
- Assumed: the City provides its list of established and upcoming community events at kickoff; the City provides event venues at no cost and basic audio-visual equipment; the City distributes content through its own channels; City staff review major deliverables within five business days.
- Reimbursable expenses are billed only with City approval, at actual cost with no markup.

14. INSURANCE

Our certificates name the City of Edgerton as additional insured and show professional liability of $1,000,000 per claim and $2,000,000 aggregate. We will have our agent add the 30-day notice of cancellation language the City requires and will send the City an updated certificate.

We look forward to beginning this work with the City. If it would help to walk through any part of this scope, Julia and I are glad to set up a short call at your convenience.

Respectfully,



Dr. Troy L. Nash, Ed.D., J.D., MBA, MPH, MUP
CEO & Founder
The Nash Group, LLC
Kansas City, Missouri
816.213.4461 | tnash@thenashdevelopmentgroup.com | nashdg.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
HEARTLAND INSURANCE AGENCY INC/PHS 37277854 7611 STATE LINE RD STE 160 KANSAS CITY, MO 64144	PHONE (A/C, No, Ext): (816) 308-4778	FAX (A/C, No): (816) 393-3066
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
The Nash Group, LLC 50 E 13TH ST KANSAS CITY, MO 64106-2929	INSURER A : Hartford Fire Insurance Co.	19682
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Retention $5,000 Per Claim			37OH0978642	10/12/2026	10/12/2027	Limit Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the insured's operations.

CERTIFICATE HOLDER

City of Edgerton, Kansas
PO BOX 255 404 E NELSON ST.
EDGERTON, KS 66021-0255

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bailey Pendergrass

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
HEARTLAND INSURANCE AGENCY INC/PHS 37276782 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
The Nash Group LLC 50 E 13TH ST UNIT 502 KANSAS CITY MO 64106-2932	INSURER A : Property and Casualty Insurance Company of Hartford	34690
	INSURER B : Hartford Insurance Company of Illinois	38288
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. * LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	37 SBM CG2XDD	10/12/2026	10/12/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ $2,000,000 $ $1,000,000 $ $10,000 $ $2,000,000 $ $4,000,000 $ $4,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		37 WBC CG2XGZ	10/12/2026	10/12/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $1,000,000 $ $1,000,000 $ $1,000,000
A	Employment Practices Liability Insurance			37 SBM CG2XDD	10/12/2026	10/12/2027	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL 00 00, attached to this policy. Certificate holder is an additional insured per the Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization - Ongoing Operations Form SL3024 attached to this policy.

CERTIFICATE HOLDER

City of Edgerton, Kansas
PO BX 255 404 E NELSON ST
EDGERTON KS 66021-0255

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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The following Additional Insured has been added as an Additional Insured - Owners, Lessees, or Contractors - Ongoing Operations - Scheduled Person or Organization.

Additional Insured Name:	Location:	Description of Ongoing Operations:
City of Edgerton, Kansas ., PO BX 255 404 E NELSON ST, EDGERTON, KS 66021	.	.

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

Form Number	Form Name	Coverage Part
SC 00 06 10 18	POLICY CHANGE	Common
SL 30 24 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - ONGOING OPERATION - SCHEDULED PERSON OR ORGANIZATION	Liability

Premium associated with this Policy Change has pro rata factor 0.997.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Hartford

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – ONGOING OPERATIONS – SCHEDULED PERSON OR ORGANIZATION

POLICY NUMBER: 37 SBM CG2XDD

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. Section **C. WHO IS AN INSURED** is amended to include the following as an additional insured:

The person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of your ongoing operations for the additional insured(s) at the location(s) designated in the Declarations.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract, agreement, or permit the insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Forms Details

Form	Title
SL 30 24 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - ONGOING OPERATION - SCHEDULED PERSON OR ORGANIZATION
SC 50 52 10 18	PHS MISCELLANEOUS TRANSACTION SBO LETTER
SC 00 06 10 18	POLICY CHANGE

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

City Council Action Item

Council Meeting Date: October 22, 2026

Department: Public Works

Agenda Item: Consider Ratification of the 2026 Quiet Zone Regulations Improvement Project and Award of Construction to Kansas Heavy Construction, LLC

Background/Description of Item:

The City's 24-hour Quiet Zone at the BNSF Railway crossings on East Nelson Street (DOT 006177M) and West 199th Street (DOT 006183R) have been in effect since January 2015. During a May 13, 2025 inspection, the Federal Railroad Administration (FRA) found that the medians at both crossings do not meet 49 CFR Part 222, which requires non-traversable medians at least 100 feet long with curbs at least 6 inches high. The medians at both crossings are shorter than 100 feet, and the East Nelson Street medians are less than 6 inches tall. The FRA has advised staff that once the City receives its formal notice, the City will have 30 days to complete the corrections to keep the Quiet Zone in place.

The 2026 Quiet Zone Regulations Improvement project was presented to City Council at the October 8, 2026 CIP Work Session. City Council provided direction to staff to proceed under Section 4 of the City's Purchasing Policy, which provides exceptions for emergency maintenance of city infrastructure that cannot be postponed until action can be taken by the Governing Body and for situations where the safety of the public is at risk. This was necessary to meet the deadlines required by FRA to keep the quiet zone designation. As directed by City Council, Staff now requests that City Council ratify the following:

- Creation of the 2026 Quiet Zone Regulations Improvement project with a budget of $200,000.00 funded by the PIF Maintenance Fee.
- Procurement of the work under the emergency purchase provisions of the Purchasing Policy in place of formal bidding.
- Work outside the standard hours in Edgerton City Code Section 4-203(d), including nights, weekends and Sundays, when coordinated with BNSF work windows.
- Authorization for the Mayor to sign the permits, contracts and agreements necessary to complete the work.

The project will extend the medians at both crossings, construct new median noses, place a concrete cap on the existing Nelson Street medians to achieve an 8-inch curb height, and relocate the median object marker signs, so that every median meets or exceeds the FRA's 100-foot requirement. Staff posted the Project Manual on the City's website and solicited proposals directly from qualified contractors. Proposals were due at 2:30 PM on Friday, October 16, 2026, and were opened by City staff after the closing time. A total of 2 proposals

were received. The project consisted of a base bid and an alternate bid for the removal and replacement of the Nelson Street medians in lieu of the median cap.

Total Bids (base bid and bid alternate)

Contractor Name	Base Bid	Alternate Bid #1
Kansas Heavy Construction	$79,700.00	$38,000.00
NewCo Concrete	$88,905.00	$35,150.00
McAnany Construction	No Bid	No Bid
Sunflower Paving	No Bid	No Bid
Engineer's Estimate	$90,000	$57,000.00

The base bids ranged from a low of $79,700.00 to a high of $88,905.00. The alternate bid ranged from a low of $35,150.00 to a high of $38,000.00. The alternate bid if accepted, would remove bid item #4, then increase by the alternate bid number provided.

Recommendation for 2026 Quiet Zone Regulations Improvement

Staff have reviewed all proposals and recommend approving the base bid, totaling $99,650.00, to Kansas Heavy Construction, LLC. The award is within the $200,000.00 project budget. All bid tabulation information has been included in the enclosed documents. The contract will be approved as to form by the City Attorney before it is executed, and the work must be completed within 30 calendar days of the Notice to Proceed and no later than November 23, 2026.

Related Ordinance(s) or Statute(s): 49 CFR Part 222; Edgerton City Code Section 4-203(d); City of Edgerton Purchasing Policy (approved February 9, 2023), Sections 4 and 13

Proposed Funding Source: PIF Maintenance Fee

Proposed Budget: $200,000.00

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Agenda Item: Ratify the 2026 Quiet Zone Regulations Improvement project and Approve Award of Construction to Kansas Heavy Construction, LLC in the amount of $99,650.00.

Enclosed: Bid tabulation, Project Manual and Plans
Kansas Heavy Construction, LLC Proposal

Prepared by: Rhod Montgomery – CIP Project Manager

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Kansas Heavy Construction, LLC

19501 State Avenue
Tonganoxie, KS 66086

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
City of Edgerton
404 East Nelson | PO Box 255
Edgerton, KS 66021

BOND AMOUNT: **Five Percent of the Total Amount Bid (5%)**

PROJECT:
(Name, location or address, and Project number, if any)
Quiet Zone Regulations Improvement - 2026, Edgerton, KS

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th** day of **October, 2026**

(Witness)

(Witness) **Ellie Churchill, Surety Witness**

Kansas Heavy Construction, LLC
(Principal) *(Seal)*
(Title) Managing member

Merchants National Bonding, Inc.
(Surety) *(Seal)*
(Title) **Alissa Cahalan, Attorney-in-Fact**

MERCHANTS NATIONAL BONDING, INC. -o- 2003

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Gregory Hettinger; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of August , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 12th day of August 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **15th** day of **October** , **2026** .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

EDGERTON™
global routes. local roots.

CITY OF EDGERTON, KANSAS
PROJECT MANUAL

Quiet Zone Regulations Improvement - 2026

October 9, 2026

CITY OF EDGERTON, KANSAS

MAYOR
DONALD ROBERTS

CITY COUNCIL
CLAY LONGANECKER
JOSH LEWIS
RON CONUS
DEB LEBAKKEN
BILL MALLOY

CITY CLERK
DUSTI CALLAHAN

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CITY OF EDGERTON, KANSAS
Quiet Zone Regulations Improvement - 2026

PROJECT MANUAL

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Quiet Zone Regulations Improvement - 2026

NOTICE OF EMERGENCY PROCUREMENT

This project is being procured under the emergency purchase provisions of the City of Edgerton Purchasing Policy (approved February 9, 2023). Section 4 of the Purchasing Policy provides exceptions for emergency maintenance of city infrastructure that cannot be postponed and for situations where the safety of the public is at risk. On October 8, 2026, the Edgerton City Council authorized the waiver of the formal bidding requirements of the Purchasing Policy so that this work may be procured and completed as an emergency repair. The Federal Railroad Administration has advised the City that the corrective work must be completed within thirty (30) days of the City's receipt of its formal notice in order to maintain the City's Quiet Zone, which does not allow time for formal advertisement and a public bid opening.

This project will modify the existing raised medians at the BNSF Railway crossings on East Nelson Street (DOT 006177M) and West 199th Street (DOT 006183R) to meet Federal Railroad Administration requirements for the City's Quiet Zone. The Base Bid includes extending the medians, constructing new median noses, placing a concrete cap on the existing Nelson Street medians to achieve an 8-inch curb height, and relocating the existing median object marker signs. Alternate Bid #1 is the removal and replacement of the Nelson Street medians in lieu of the median cap.

This Project Manual is available on the City of Edgerton website at www.edgertonks.org and has been provided directly to contractors solicited by the City. Proposals for the Quiet Zone Regulations Improvement - 2026 will be received by the City of Edgerton, Kansas at 404 East Nelson Street (PO Box 255), Edgerton, Kansas 66021 until 2:30 PM on FRIDAY, October 16, 2026. Proposals shall be made on the proposal forms included in this Project Manual and submitted in a sealed envelope marked "Quiet Zone Regulations Improvement - 2026." Proposals will be opened by City staff after the closing time; a formal public bid opening will not be held, and the results will be available upon request. Proposals received after the closing time will be returned unopened.

The City will review the proposals received and award the Contract to the lowest responsive and responsible bidder. The City of Edgerton, Kansas reserves the right to reject any or all proposals for any reason or to waive any informalities.

Any questions regarding the project, plans, specifications or proposal documents should be directed to Rhoderic Montgomery, City of Edgerton at (913) 893-6231.

INSTRUCTIONS TO BIDDERS

1. GENERAL NOTICE

Sealed proposals for **Quiet Zone Regulations Improvement - 2026**, in the City of Edgerton, Kansas will be received from qualified bidders by the City of Edgerton, Kansas at 404 East Nelson Street (PO Box 255), Edgerton, Kansas 66021 until 2:30 PM on FRIDAY, October 16, 2026. This project is being procured under the emergency purchase provisions of the City of Edgerton Purchasing Policy, as described in the Notice of Emergency Procurement. Proposals will be opened by City staff after the closing time; a formal public bid opening will not be held. Proposals received after the designated closing time will be returned unopened.

2. PLANS AND SPECIFICATIONS

The Project Manual, consisting of the Bidding Documents (which shall include the notice of emergency procurement, instructions to bidders, proposal and statement of bidder's qualifications) and Contract Documents (which shall include the proposal, performance bond, statutory bond, contract, general conditions, special conditions, technical specifications, and any addenda or change orders authorized by the Owner), and the Plans may be examined at the office of the City Clerk, Edgerton City Hall, 404 East Nelson Street, Edgerton, Kansas 66021. Copies of the Project Manual and Plans are available on the City of Edgerton website at www.edgertonks.org and have been provided directly to contractors solicited by the City. **Any questions regarding the project, plans, specifications or bid documents should be directed to Rhoderic Montgomery, City of Edgerton at (913) 893-6231.**

3. PROPOSALS

All proposals shall be made on the forms provided in this bound copy of the Project Manual. All proposals shall be legibly written in ink or typewritten, with all prices given in figures.

No alterations in proposals or in the printed forms will be permitted by erasures, deletions or interpolations unless each alteration is signed or initiated by the bidder. If initialed, the City of Edgerton ("Owner" or "City") may require the bidder to identify the alterations so initialed. Proposals carrying riders or qualifications to the bid as submitted will be rejected as irregular.

Each bidder shall enclose the bound copy of the Project Manual containing his proposal in a sealed envelope, addressed to "The City of Edgerton, Kansas," and marked "**Quiet Zone Regulations Improvement - 2026**" in the City of Edgerton, Kansas.

4. PROPOSAL GUARANTEE

Each proposal shall, as guarantee of good faith on the part of the bidder, be accompanied by a certified check or cashier's check, drawn on a National Bank, or on a bank having a membership in the Federal Reserve System, or a bid bond, in the amount of not less than five percent (5%) of the total bid. The proposal guarantee shall be made payable without conditions to "The City of Edgerton, Kansas" and the amount of the check will be retained by, and forfeited to, the Owners as liquidated damage if such proposal is accepted and the contract is awarded, and the bidder fails to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owners.

5. SIGNATURE OF BIDDER

Each proposal must be signed in ink by the bidder with his/her full name and with his/her business address or place of residence and telephone number. In the case of a firm, the name and residence of each member must be inserted, and in the case the proposal is submitted by, or on behalf of, a corporation, it must be signed in the name of the corporation by an official who is authorized to bind the bidder and who shall also affix the corporate seal of such corporation.

6. ONLY ONE PROPOSAL ACCEPTED

No bidder may submit more than one (1) proposal. Two proposals under different names will not be received from one firm or association.

7. RESPONSIBILITY OF AGENT

Any person signing a proposal as the agent of another or for others may be required to submit satisfactory evidence of his authority to do so.

8. QUALIFICATION OF BIDDERS

Each bidder shall upon request of the City of Edgerton, Kansas, submit on the form furnished for that purpose, a statement of the bidder's qualification, his/her experience record in constructing the type of repairs embraced in this project, his/her organization and equipment available for the work contemplated and when specifically requested by the City of Edgerton, a detailed financial statement. The City of Edgerton shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the Contract and the bidder shall furnish the City of Edgerton all such information and data for this purpose as it may request. Each bidder shall perform at least 50% of the Work without the use of subcontractors. Computation of Subcontractors Work will be consistent with GC-74, Computation of Subcontractors Work.

9. LOCAL CONDITIONS

Bidders shall read the Project Manual, examine the Plans, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the Work called for by the proposed contract, including local conditions, uncertainty of

weather, and all other contingencies. Bidders shall satisfy themselves by personal examination of the location of the proposed Work, and by such means as they may choose, as to actual conditions and requirements. Information derived from the Project Manual, including the Plans, or from the Consulting Engineer, the City Engineer or their assistants shall not relieve the bidder of this responsibility.

10. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Project Manual, including the Plans and Project Specifications incorporated therein, he/she may submit to the City Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of the documents included in the Project Manual will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of such Contract Documents which anyone presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bids.

11. COMPARISON OF BIDS

All bids shall be totaled for comparison by adding the amounts determined by multiplying the stipulated approximate quantity by the unit price named in the proposal for that item. In the case of alternate items, the Owner will have the ability to accept any or all alternates. If alternates are chosen by the Owner, these bid amounts shall be added to the total defined above with reductions for an "in lieu of" items as may be the case.

12. UNBALANCE OF BIDS

The unbalancing of bids will not be tolerated. Evidence of material unbalancing will be considered cause for rejection. No modification of bids already submitted will be considered unless such modifications are received prior to the hour set for opening.

13. BONDS

The contractor to whom the Work is awarded will be required to furnish the following Surety Bonds:

(a.) Performance Bond - A bond to the City of Edgerton, Kansas in the amount of one hundred percent (100%) of the amount of the Contract, and in accordance with Kansas Statutory requirements, guaranteeing faithful compliance with the terms of the Contract.

(b.) Statutory Bond - A bond to the City of Edgerton, as required by statute, to guarantee the payment of labor and material bills.

All bonds shall be executed according to the sample forms hereto attached, signed by a surety company authorized to transact business in the State of Kansas, and acceptable as surety to The City of Edgerton, Kansas. Each bond must be accompanied by a "Power of Attorney." The bonds shall be written by an agent authorized to transact business in the State of Kansas.

14. LIABILITY INSURANCE
Refer to Addendum A, Insurance Requirements, as an addendum to this contract.

15. RETURN OF PROPOSAL GUARANTEE
The bid checks or bonds of the three (3) lowest and best bidders may be retained for a period of not more than sixty (60) days pending the execution of the Contract and bonds by the successful bidder. All other bidders' checks or bonds will be returned immediately after the bids have been tabulated and the three lowest and best bids have been determined. Checks or bonds, which have been retained, will be returned when the contractor to whom the Contract has been awarded has furnished approved bonds and filed the necessary number of signed Contracts with the City of Edgerton, Kansas.

16. REJECTION OF BIDS
The City of Edgerton, Kansas reserves the right to reject any or all bids for any reason and to omit one or more items, or portions of items, of the proposal from the award of the Contract, in its sole discretion.

17. PAYMENTS
Payment for all Work performed under this Contract and material stored on the project site will be made as follows:

Estimates of the work completed will be made on the 25th day of each month after the Contractor commences work on this project. Ninety percent (90%) of the estimate will be paid within 30 days after the approval of the estimate, on the condition that the estimate includes lien waivers for work performed by the Contractor and all subcontractors up to and including 30 days prior to the estimate date. The final estimate will be paid within 30 days after the completion of and the acceptance of the construction by the City Council at a regularly scheduled City Council meeting, upon receipt of final lien waivers, and upon satisfaction of the terms of this Contract.

18. BOUND COPY OF PROJECT MANUAL
None of the documents contained in the Project Manual shall be removed prior to filing same with the City of Edgerton.

19. TAXES AND PERMITS
The Contractor shall secure and pay for all permits necessary for the prosecution of any and all parts of the Work from cities, county, state or other governing bodies having

jurisdiction. The Contractor shall acquaint itself with and conform to the requirements, rules and regulations of said governing bodies.

The Contractor shall pay all taxes, except sales taxes, that may be lawfully assessed against the Owner or Contractor in the execution and performance of the Contract and Work covered thereby. The unit prices in the Proposal shall include all such taxes.

It is the intention of the Owner to secure an exemption certificate for this project permitting the Contractor to purchase materials without payment of the sales or compensating tax. All bidders shall make allowance for this exemption and shall prepare their bids to reflect the exemption from sales or compensating taxes.

The Contractor must furnish each supplier with a properly executed exemption certificate for the supplier's files. All suppliers' invoices for materials to be incorporated in the Work shall include the exemption certificate number. The Contractor must furnish the Owner with a copy of all invoices. When the project is completed, the Contractor shall file with the Owner, a certified statement that all exempt purchases made were entitled to be exempt of Kansas Retailer's Sales or Compensating Tax. The Owner shall file said statement with the State of Kansas.

The Contractor to whom an exemption certificate has been issued shall assume full responsibility for its proper use of the certificate number, and shall pay all costs of any legally assessed penalties relating to its improper use of the certificate number.

20. WITHDRAWAL OF BID

No bidder may withdraw its proposal for a period of 60 days after date and hour set for the opening herewith. A bidder may withdraw its proposal at any time prior to the expiration of the period during which proposals may be submitted by written request of the bidder, which must be signed in the same manner and by the same person who signed the proposal.

21. RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the Owner, and workers who may be employed by the Owner, on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct its operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage that may be sustained by other contractors or employees of the Owner, because of any fault or negligence on its part, and shall at its own expense, repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and the workers of the Owner in regard to their work shall be adjusted and determined by the City Engineer.

If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time. Extensions of time will be handled according to provisions in paragraph GC-48, Extensions of Time.

When two or more contracts are being executed at one time, in such manner that work on one contract may interfere with that on another, the City Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of persons, material or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by the City to the contractor so desiring, to the extent that may be reasonably necessary.

22. NON-DISCRIMINATION, AFFIRMATIVE ACTION & FEDERAL REGULATION

A. The Contractor shall be an equal opportunity employer as defined by Section 1000 (e) of Chapter 21, Title 42, of the United States Code Annotated, and comply with all Federal Regulations or acts regarding construction or employment when Federal Funds are used on the project.

B. The Contractor shall observe the provision of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Work under the present Contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.

C. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the Kansas Commission on Civil Rights.

D. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 1977 Supp. 44-1031, as amended, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the Owner.

E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended in whole or in part, by the Owner.

The Contractor shall include the provisions of paragraphs (A) through (E) inclusively of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Quiet Zone Regulations Improvement - 2026

PROPOSAL

To: The Governing Body
City of Edgerton, Kansas
404 East Nelson Street
Edgerton, Kansas 66021

Ladies and Gentlemen:

The undersigned bidder declares that he/she has carefully examined the Project Manual, including the Bidding Documents, Contract Documents and Plans, and that he/she has inspected the actual location of the Work, together with the total sources of supplies, and has satisfied itself as to all quantities and conditions and hereby proposes to furnish all materials, supplies, tools, equipment and plant, perform all necessary labor and construct, install and complete all Work stipulated in, required by, and in conformity with the Project Manual, including the Bidding Documents, Contract Documents and Plans for and in consideration of the Bid Schedule Proposal.

The undersigned is prepared to submit a financial and experience statement upon request.

The undersigned hereby agrees to furnish the required bonds and to enter into a contract within ten (10) days from and after the acceptance of this proposal, and further agrees, upon submission of an Order to Commence Work from the City, to **complete the entire Work covered by this proposal within 30 consecutive Calendar Days and must be completed no later than November 23, 2026,** the last day of which shall be considered the substantial completion deadline date. In determining the number of consecutive Calendar Days necessary to complete the entire Work covered by this proposal, the undersigned expressly states that he has taken into consideration and made allowance for all potential hindrances and delays incident to such Work, including, but not limited to, delays caused by adverse weather conditions.

The undersigned hereby agrees that liquidated damages in the amount of $500.00 per Calendar Day, shall be deducted from any moneys due the Contractor for each day that the Work or portion thereof shall remain uncompleted after the substantial completion deadline date listed above.

BID SCHEDULE PROPOSAL

TO: City of Edgerton
Johnson County, Kansas

The undersigned Bidder hereby proposes to furnish all materials, supplies, transportation, tools, equipment, facilities and to perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with the proposed Contract Documents (including all documents referred to therein) and any and all addenda thereto, for and in consideration of unit prices as follows (**Approx. Quantities** and **Total** are for Bid Comparison Only):

Base Bid				
Item #	**Description**	**Unit**	**Qty**	**Unit Pricing**
1	Mobilization	LS	1	1,500.00
2	Traffic Control	LS	1	15,000.00
3	Sign (Removal & Reset)	LS	1	910.00
4	Install Median Cap over Existing Median	LF	190	95.00
5	Extend Median (Nelson Street)	LF	18	280.00
6	Extend Median (199th Street)	LF	65	280.00
7	Install Median Nose	EA	4	1,500.00
			Base Bid Total	79,700.00
Alternate Bid #1				
Item #	**Description**	**Unit**	**Qty**	**Unit Pricing**
8	Remove and Replace Median (Replace #4) (Nelson Street)	LF	190	200.00
			Alternate Bid #1 Total	38,000.00

Quiet Zone Regulations Improvement - 2026

Enclosed is a (Certified Check) (Cashier's Check) (Bid Bond) in the amount of 5% Dollars which the undersigned agrees to be forfeited to and become the property of the City of Edgerton, Kansas as liquidated damages should this proposal be accepted and the Contract be awarded to him/her and he/she fail to enter into a contract in the form prescribed, and to furnish the required bond within ten (10) days as above stipulated. Otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the contract and delivery of the approved bonds to said City of Edgerton, Kansas.

RECEIPT OF ADDENDA:
I/We acknowledge receipt of the following addenda: N/A

REQUIRED CONTRACT PROVISIONS: The Contractor is required to complete and submit the signed Certification page of this Proposal and the notarized Statement of Bidder's Qualifications with their proposal. The City of Edgerton, Kansas will reject proposals that fail to contain completed Required Contract Provisions.

COOPERATIVE PURCHASING BY OTHER INSTITUTIONS UNDER THIS CONTRACT

If the City awarded you the proposed Contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the Greater Kansas City Metropolitan Trade Area? Other agencies will be responsible for entering into separate agreements as outlined under the proposed Contract. All work agreed to outside of the proposed contract will be solely at the discretion of the cooperative entity and _____ for all payments of work thereunder. (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

(Check one) Yes____ No_Y__

Initials TG

CERTIFICATION:
I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE REQUIRED CONTRACT PROVISIONS REFERENCED ABOVE) IS TRUE AND CORRECT. EXECUTED ON 10-16-26 (DATE).

Dated in Kansas this 16th day of October 2026

SIGNATURE OF BIDDER:

(If an Individual): _____ doing business as

(If a Partnership):
By: _____

Member of Firm managing member

(If a Corporation):

By: _____

Name _____

Title _____

SEAL

Business Address of Bidder: 19501 State Ave

Tonganoxie, KS 66086

Phone: 913-845-2101

Fax: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder. Kansas Heavy Construction LLC

2. Permanent main office address. 19501 State Ave
   Tonganoxie, Ks 66086

3. When organized. 2000

4. If a corporation or limited liability company, where incorporated. Kansas

5. How many years have you been engaged in the contracting business under your present firm or trade name? 26

6. Contracts on hand: (schedule these, showing amount of each contract and appropriate anticipated dates of completion.)

7. General character of work performed by your company. Civil, Street, concrete

8. Have you ever failed to complete or been accused of failing to complete any work awarded to you? If so, where and why? No

9. Have you ever defaulted or been accused of defaulting on a contract? If so, where and why? No

10. Have you been sued or sued an Owner within the past ten (10) years? If so, provide the case number and court, including county and state. No

11. Have you been involved in arbitration in connection with a construction project within the past ten (10) years? If so, describe the project, nature of the arbitration and outcome. No

12. List the more important projects recently completed by your company, stating the approximate cost of each, and the month and year completed.
    2nd and Ridgewood - Edgerton

13. List your major equipment available for this contract.
    PC 88 excavator - T770

14. Experience in construction work similar in importance to this project.
    KCK - 50 Quiet Zon crossings - 2023

15. Background and experience of the principal members of your organization, including the officers.

16. Credit available: $ 1,000,000 ea.

17. Give bank reference. UMB bank - Shawnee

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Edgerton, Kansas? yes

19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Edgerton, Kansas in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Kansas this 16th day of October, 2024

Name of Bidder: Kansas Heavy Construction LLC

By: [signature]

Title: Managing member

State of Kansas)
County of Leavenworth) SS

Tom Sisler being duly sworn deposes and says that he/she is managing member of Kansas Heavy Construction (Name of Organization) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 16th day of October, 2024

[signature]
Notary Public

Alicia M. Segura
My Appt. Exp. 02/28/2028

My Commission expires February 28, 2028.

Quiet Zone Improvements
(Emergency Procurement)
Edgerton, Kansas
Oct 16, 2026

Base Bid

Item No.	Item Description	Unit	Quantity	Engineer's Estimate		Kansas Heavy		NewCo Concrete		No Bid McAnany Construction		No Bid Sunflower Paving	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization	LS	1	$12,000.00	$12,000.00	$4,500.00	$4,500.00	$12,500.00	$12,500.00		$0.00		$0.00
2	Traffic Control	LS	1	$8,000.00	$8,000.00	$15,000.00	$15,000.00	$32,000.00	$32,000.00		$0.00		$0.00
3	Sign (Removal & Reset)	LS	1	$1,000.00	$1,000.00	$910.00	$910.00	$3,500.00	$3,500.00		$0.00		$0.00
4	Install Median Cap over Existing Median	LF	190	$120.00	$22,800.00	$95.00	$18,050.00	$85.00	$16,150.00		$0.00		$0.00
5	Extend Median (Nelson Street)	LF	18	$300.00	$5,400.00	$280.00	$5,040.00	$185.00	$3,330.00		$0.00		$0.00
6	Extend Median (199th Street)	LF	65	$320.00	$20,800.00	$280.00	$18,200.00	$185.00	$12,025.00		$0.00		$0.00
7	Install Median Nose	EA	4	$5,000.00	$20,000.00	$4,500.00	$18,000.00	$2,350.00	$9,400.00		$0.00		$0.00
			Base Bid Total		$90,000.00		$79,700.00		$88,905.00		$0.00		$0.00

Alternate Bid #1

Item No.	Item Description	Unit	Quantity	Engineer's Estimate		Kansas Heavy		NewCo Concrete		McAnany Construction		Sunflower Paving	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
8	Remove and Replace Median (Replace #4) (Nelson Street)	LF	190	$300.00	$57,000.00	$200.00	$38,000.00	$185.00	$35,150.00		$0.00		$0.00
			Alternate Bid #1		$57,000.00		$38,000.00		$35,150.00		$0.00		$0.00

Project Option	Engineer's Estimate	Kansas Heavy	NewCo Concrete	McAnany Construction	Sunflower Paving
Base Bid Total	$90,000.00	$79,700.00	$88,905.00	No Bid	No Bid
Bid Bid (Remove Item #4) and Alternate Bid #1 Total	$124,200.00	$99,650.00	$107,905.00	No Bid	No Bid

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City Council Action Item

Council Meeting Date: October 22, 2026

Department: Public Works

Agenda Item: Consider Project Creation of K-33 Waterline Relocation, Establish a Project Budget, and Award Design Contract to PEC

Background/Description of Item:
In February of 2026 the City of Edgerton was notified by Kansas Department of Transportation (KDOT) of their intention to improve K-33 north of Wellsville to 56 Highway. Staff initially worked with KDOT staff to provide locations of our existing waterline in the project area.

In October of 2026 the City of Edgerton received Preliminary Plans (for Utility Adjustment), indicating the proposed highway improvements require the majority of our existing infrastructure in the area to be relocated. Relocation is a reimbursable expense due to our existing infrastructure being within a dedicated easement, as well as Edgerton meeting a population threshold. Relocation of the waterline will be done to the exterior of the new right-of-way for the highway, therefore the City will be acquiring new easements.

KDOT provided instructions for utility owners to follow to determine eligibility for reimbursement and deadlines for various steps along the way. The deadline of the most significance is the requirement for relocation plans and an estimate, which is due by January 4, 2027. The next major deadline is to enter a Utility Reimbursement Agreement before March 1, 2027.

The City has recently conducted a competitive process for requests for qualifications for engineering services. PEC was selected from the pool of submissions as the best and most qualified to do this work. PEC has completed work of this nature for municipalities of similar size. They are also on the KDOT preapproved list of consultants. The Design contract is estimated to be $300,000, which will be finalized as scoping and negotiations are complete. The contract is our standard Professional Services Agreement, and will be approved by City Attorney prior to having the Mayor execute the contract.

This project includes survey, easement acquisition, design, construction and inspection services associated with relocation of approximately 7,500 to 9,000 linear feet of 8” PVC waterline. During design these numbers will be finalized. Once the City and PEC meet the January deadline, City Council will be briefed on the remaining schedule. Easement acquisition information will also be brought back before Council once the supporting documentation is prepared.

Staff requests that City Council approve the following:

- Creation of the K-33 Waterline Relocation project with a budget of $4,005,500 to be reimbursed by KDOT on a pay-as-you-go basis. Temporary funding be provided by the Water System Development Fund and the PIF Maintenance Fee.
- Award Design services to PEC
- Authorization for the Mayor to sign the permits, contracts and agreements necessary to complete the work.

Related Ordinance(s) or Statute(s):

Proposed Funding Source: KDOT Reimbursement
Temporary Funding Sources: Water System Development Fund & PIF Maintenance Fee

Proposed Budget: $4,005,500

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Agenda Item: Approve Project Creation for K-33 Waterline Relocation, Establish a Project Budget of $4,005,500 and Award Design Contract to PEC in a not-to-exceed amount of $300,000.

Enclosed: Project Cost sheet

Prepared by: Dan Merkh – Public Works Director

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Funded
Dept:	Water	**Project Status:**	Concept
Primary Citizen Survey (2024):	2 - Water System	**Project Manager:**	Dan Merkh
Secondary Citizen Survey (2024):	9 - NA	**Council Strategy:**	6 - NA

Project Name: K-33 Waterline Relocation

Project Description: Relocation of approximately 9,000 LF of waterline adjacent to K-33 Construction Project from KDOT.

Plans/Studies (if available):		Ranking:	
Development Agreements:			
Operations Impact:			

Additional Staff: Rhod Montgomery

Outside Funding Available? Yes

Funding Notes: KDOT Reimbursement

Year of Design	2026	**Year of Estimate**	2026
Year of Construction	2027	**Year of Completion**	2028

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	300,000	100,000	200,000	-	-	-	-
Study/Planning	-	-	-	-	-	-	-
Construction	2,070,000	-	1,750,000	320,000		-	
Construction Inspection	300,000	-	275,000	25,000	-	-	-
City Engineer	10,000	-	10,000	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	1,000,000	-	1,000,000	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-		-	-	-	-
Misc. (Legal, recording fees)	15,000	-	15,000	-	-	-	-
Contingency	310,500	-	310,500	-	-	-	-
Total Cost	$ 4,005,500	$ 100,000	$ 3,560,500	$ 345,000	$ -	$ -	$ -

Project Financing							
System Development Fund - Water	TBD	$ -	$ -	$ -	$ -	$ -	
PIF Maintenance Fee	TBD	$ -	$ -	$ -	$ -	$ -	
Other	-	-	-	-	-	-	-
Total Funding Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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City Council Action Item

Council Meeting Date: October 22, 2026

Department: Facilities

Agenda Item: Consider Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum

Background/Description of Item: In 2013, the Edgerton Historic Society opened the Edgerton Community Museum at 406 East Nelson adjacent to City Hall. In December of that year and annually since, Edgerton City Council has approved a Facility Use and Maintenance Agreement with the Historic Society for the use of the museum building. This agreement is like that with Johnson County Library, since it is housed in a building owned by the City.

The enclosed draft agreement continues that arrangement for 2027. The agreement contemplates that EHS would agree to pay the city a monthly Usage and Maintenance Fee. In the past years, City Council set the fee at $1 for the entirety of that agreement year. For 2027, the City Council may determine an appropriate amount and insert it into the agreement.

There have been no changes to this agreement since the previous approval year. The agreement, if approved, is valid for one year beginning January 1, 2027 through December 31, 2027. Either party may elect not to renew the agreement with two months prior notice. This agreement is the same as the 2026 agreement which was previously reviewed and approved by the City Attorney.

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

Funding Source: N/A

Budget Allocated: N/A

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

Recommendation: Approve Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum

Enclosed: Draft Facility Use and Maintenance Agreement

Prepared by: Levi Meyer, Parks and Recreation Director

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this ____th day of October, 2026, by and between the City of Edgerton (hereinafter the "City") and the Board of Directors of the Edgerton Historic Society (hereinafter "EHS"). The parties agree as follows:

SECTION ONE: City's Agreement to Make a Facility Available for the Edgerton Community Museum. City owns a former home located at 406 East Nelson (hereinafter "the Facility") and desires to enter into a Use and Maintenance Agreement (hereinafter "the Agreement") authorizing EHS to use an agreed area of the Facility (hereinafter the "Museum") for the purposes of establishing and maintaining the Edgerton Community Museum.

SECTION TWO: EHS's Agreement to Maintain a Museum at the Facility. EHS has approved the establishment and maintenance of the Edgerton Community Museum at the Facility, and EHS desires to establish and maintain a public museum at the Facility.

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, prepare the Facility and the Museum Site for use by EHS. The City warrants that the Facility and the Museum Site will be completed in a manner that assures that the Facility and the Museum Site will be in compliance with all federal, state, county, and city laws and building and zoning codes (necessary ADA improvements to the second floor excepted), and that the City will, at its sole expense, bring the Facility or Museum 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 EHS shall be permitted to place appropriate signs on the exterior of the Facility or on the property identifying the museum, 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 the parking lot, ADA ramp and sidewalk areas around the Facility (not including the porch); 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 EHS patrons; arrange for pest and insect control; and arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by EHS patrons and the citizens of Edgerton. EHS may perform capital improvements to the museum but only with the written consent and approval of the City. The City may enter the Museum at any time to inspect and/or verify building structure and/or systems are functioning properly.

4. Utilities. The City will be responsible to make all payments due for utilities used at the Museum Site.

SECTION FOUR: EHS'S RESPONSIBILITIES

1. Agreement to Use the Museum Site. EHS agrees to establish and maintain a public community museum at the Museum Site of the Facility. The parties agree that museum services and selection of materials are the sole prerogative of EHS.

2. Museum Operations. During the term of this Agreement, EHS shall operate the hours of the museum as determined by EHS so long as those hours of operation are within those that the Edgerton Library is open to the public. The Edgerton Library provides public restroom facilities to the patrons of the museum. Exhibits within the museum open to the public shall only operate on the first floor of the museum until such time as accommodations for ADA accessibility requirements are made to the second floor. The second floor of the museum shall be used for storage purposes only with access to that storage limited to members of the EHS.

3. Usage of Facilities for City Functions. EHS agrees to allow the City to use the Facility for City functions following reasonable notice if the Facility is not otherwise reserved for use by another party.

4. Usage and Maintenance Fee. EHS agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of $____ per year. The Fee shall be paid annually by the first day of the year.

5. Security. EHS shall be solely responsible for securing the Museum Site and safeguarding EHS materials used in the operation of the public community museum at the Museum Site. The City agrees all such security measures are the sole prerogative of EHS. The City will control the locks for entrance into the building including providing a key for use by EHS and changing the locks as necessary.

6. Maintenance of Museum Site and Payment of Utilities. EHS agrees to maintain and keep in good repair the Museum 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 Museum Site.

7. Use of Exterior of Property. EHS may place historical artifacts on the surrounding grounds with permission from the City.

SECTION FIVE: FAILURE TO MAKE REPAIRS

The City agrees to respond promptly when advised pursuant to Section Three of this Agreement of needed repairs or service to 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, EHS may undertake such repair or service on its own, and the City agrees to reimburse EHS for the reasonable cost of any such repair or service.

SECTION SIX: TERM

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

SECTION SEVEN: INSURANCE AND HOLD HARMLESS

1. City's Insurance. The City agrees to maintain insurance for the structure.
2. EHS's Insurance. EHS agrees to maintain throughout the term of this lease (and provide The City with a formal Accord 25 certificate of insurance documenting such coverage is in force), the following minimum coverages:
    a. Commercial General Liability on an occurrence basis, with a limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate. The City shall be included as an additional insured, on a primary basis, non-contributory with any other insurance carried by The City.
    b. Commercial Property insurance covering all items of EHS property on the premises and tenant improvements and alterations. The City and EHS hereby waive and request that their insurers waive any right of recovery/subrogation against each other on account of any loss or damage to property, to the extent covered by the commercial property insurance required above.
    c. Workers Compensation insurance providing statutory benefits to EHS employees and employers liability insurance with limits of not less than $500,000.
    d. Directors & Officers and Employment Practices Liability insurance with a per claim limit of not less than $500,000, and with defense costs provided in addition to such limit of liability. EPL coverage is also to extend to third party claimants.

3. Hold Harmless. Each party agrees to protect, defend, indemnify and hold the party and their officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly out of its error, omission or negligent act.

4. 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.

5. Kansas Tort Claims Act. Northing herein shall be construed as the City waiving its immunities and liability limitations afforded to the City by the Kansas Tort Claims Act.

IN WITNESS WHEREOF, the parties have set their hands this ____ day of October, 2026.

CITY OF EDGERTON, KANSAS

_____
Donald Roberts, Mayor

ATTEST:

_____
Dusti Callahan, City Clerk

APPROVED AS TO FORM:

_____
Todd Luckman, City Attorney

BOARD OF DIRECTORS OF THE EDGERTON HISTORIC SOCIETY

_____
President in lieu of Chair

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
Attorney

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City Council Action Item

Council Meeting Date: October 22, 2026

Department: Administration

Agenda Item: Consider Adoption of the 2027-2031 Capital Improvement Program (CIP)

Background/Description of Item:
The Governing Body held the annual Capital Improvement Program (CIP) Work Session on October 8, 2026. Staff provided a packet beforehand summarizing the completed, underway and programmed projects. The work session started with Capital Improvement Program 101 to set the foundation based on the City's CIP Policy. Then, Staff presented various types of projects including:

(1) Changes to Funded Projects – three changes and two consolidations
(2) Staff Recommended Projects – Edge-tegic, Citizen Survey and adopted plans
(3) Contractually Obligated Projects – development agreement obligations
(4) New Unfunded Projects – tracked but not recommended for funding

Following the presentation about the various types of projects, City Council provided direction to make the following changes to projects already funded in the CIP.

Project	Funded Amount	Year	Funding Source	Change
Annual Street Preservation Program	$1,119,464	2027-2031	General Fund, Gas Tax, PIF Fee, carry-over	$196,000 a year; $139,464 carry-over in 2027
Water Infrastructure PER & Resiliency Implementation Plan	$300,000	2030	Water System Dev. Fee, Water Fund	Was Water Master Plan; broader scope, new name
CDBG Stormwater Pipe Rehabilitation - 2029	$300,000	2029	CDBG, General Fund	2029 CDBG moved from sewer to stormwater
West 8th Street & West Nelson (A) & (B)	$681,799	2026-2027	General Fund	(A) and (B) combined
W 8th Street: W Braun – South City Limits & Dwyer Farms Waterline Improvements	$4,120,000	2027-2028	RHID, CARS	Road and waterline combined

City Council also provided direction to add the following staff recommended projects as funded to the 2027-2031 CIP, along with two projects requested by City Council at the work session. Also included in the packet are the individual project sheets for each project.

Project	Funded Amount	Year	Funding Source
Staff Recommended Projects			
3rd St Recon: Edgewood – Heather Knoll	$1,725,300	2030-2031	PIF Maintenance Fee, General Fund
2nd Street Rehabilitation	$921,189	2028-2029	Grade Separation Funds, General Fund
Sunflower Road Rehabilitation	$600,000	2027	General Fund, Grade Separation Funds
8th Street Lift Station Reconstruction	$1,400,000	2027-2028	EPA STAG Grant, Sewer Fund
LPKC Maintenance Projects	$500,000	2028, 2030	PIF Maintenance Fee
2031 CDBG Project	$300,000	2031	CDBG, General Fund
Asset Management Exploration	$150,000	2027	General Fund
Wastewater Flow Monitoring and I&I Reduction	$115,800	2028-2029	Sewer Fund
Library HVAC Replacement	$75,000	2027	General Fund
Public Works Stormwater Pump	$24,189	2028	General Fund
Braun Street: West City Limits – W 8th Street	$1,428,133	2031	RHID
Library Flooring	$22,000	2029	General Fund
2026 Quiet Zone Regulations Improvement Project	$200,000	2026	PIF Maintenance Fee
Requested by City Council			
City Monument Sign – Phase 1	$43,600	2027	General Fund
Sewer Service Line Roadway Patch Assistance	$30,000	2027	General Fund

The City Monument Sign – Phase I project scope is to provide preliminary design of a monument sign, preliminary cost estimates, and site selection in the area of Sunflower Road and I-35. This project will be the initial phase, providing adequate information for Council to determine the next steps towards final design and construction of a monument sign.

The Sewer Service Line Roadway Patch Assistance project is a program that provides assistance to residents by helping to pay for the street patch after sewer service line work. Many residents in town have a service line beneath City roadway, by code the burden of repair if the line break falls on the resident. The costs of such repair can be high, but also the work to repair the sewer line is significantly different work than repairing the roadway. This project will build the program and provide funds to assist residents who must repair the roadway as part of repairing a sewer service line. The details of the program will be brought to Council at a future Council meeting.

Adoption of the CIP will establish the scope, budget, funding source and estimated time frame for the projects as listed on the Funded Projects Schedule. As projects move through the stages of the project life cycle, staff will bring contracts, funding/cost changes, etc., to Council for approval.

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

Funding Source: Various sources as described on individual project sheets.

Budget Allocated: Various amounts listed on the 2027-2031 Schedule of Funded Projects.

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Adopt the 2027-2031 CIP

Enclosed: 2027-2031 Schedule of Funded Projects
2027-2031 Sources of Funding by Year
Individual Project Sheets for Funded Projects

Prepared by: Rhod Montgomery, CIP Project Manager

2027-2031 CIP · Funded and Recommended Projects · Year Expenditures Are Incurred

	Project Name	Prior Yrs	2027	2028	2029	2030	2031
	Funded — programmed in 2027-2031						
1	Annual Street Preservation Program		$335,464	$196,000	$196,000	$196,000	$196,000
2	2027-2031 Residential Property Tax Rebate		$208,000	$234,298	$261,934	$283,486	$287,891
3	2027-2031 Senior Property Tax Rebate		$85,000	$65,000	$65,000	$65,000	$65,000
4	CDBG Sanitary Sewer Project — 2027	$50,000	$217,982				
5	Dwyer Farms Water Connections Phase 2		$121,500				
6	Water Infrastructure PER & Resiliency Implementation Plan					$300,000	
7	W 8th Street: W Braun – South City Limits & Dwyer Farms Waterline Improvements	$7,773	$869,942	$3,250,058			
8	West 8th Street & West Nelson (A) & (B)	$70,000	$611,799				
9	CDBG Stormwater Pipe Rehabilitation — 2029				$300,000		
10	H2S Manhole Lining Program		$30,000	$30,000	$30,000	$30,000	
	Subtotal — funded	$127,773	**$2,479,687**	**$3,775,356**	**$852,934**	**$874,486**	**$548,891**
	Recommended for funding						
1	3rd St Recon: Edgewood – Heather Knoll					$1,293,975	$431,325
2	8th Street Lift Station Reconstruction		$916,364	$483,636			
3	Sunflower Road Rehabilitation		$600,000				
4	LPKC Maintenance Projects			$250,000		$250,000	
5	2nd Street Rehabilitation			$138,178	$783,011		
6	2031 CDBG Project						$300,000
7	Asset Management Exploration		$150,000				
8	Wastewater Flow Monitoring and I&I Reduction			$50,000	$65,800		
9	Library HVAC Replacement		$75,000				
10	Public Works Stormwater Pump			$24,189			
11	Library Flooring				$22,000		
12	Braun Street: West City Limits – W 8th Street						$1,428,133
13	2026 Quiet Zone Regulations Improvement Project	$200,000					
	Subtotal — recommended	$200,000	**$1,741,364**	**$946,003**	**$870,811**	**$1,543,975**	**$2,159,458**
	Requested by City Council						
1	City Monument Sign — Phase 1		$43,600				
2	Sewer Service Line Roadway Patch Assistance		$30,000				
	Subtotal — City Council requests		**$73,600**				
	Totals	$327,773	**$4,294,651**	**$4,721,359**	**$1,723,745**	**$2,418,461**	**$2,708,349**

2027-2031 CIP
FUNDING SOURCES FORECAST
(Includes Projects Recommended for Funding and Contractually Obligated Projects Being Scheduled)

	Available Balance 12/31/2025	2026	2027	2028	2029	2030	2031	Total
General Fund	***The money available for this funding source comes from the estimated fund balance in excess of the reserve requirement. The City's policy requires the reserve amount to be 17% - 25% of budgeted revenues. The amounts listed here are the funds in excess of 25% of budgeted revenues. Funds in excess of the reserve requirement can be used for one-time expenditures. This funding source should not be used for recurring items as there isn't any guaranttee that there will be fund balance in excess of the reserve requirement each year.***							
Forecast	$ 1,682,942	$ 137,433	$ 876,403	$ 582,971	$ 1,327,795	$ 1,220,212	$ 2,010,541	$ 7,838,297
Committed in CIP		355,483	1,627,031	555,642	1,012,968	939,246	749,811	5,240,181
Available Amount	$ 1,682,942	$ 1,464,892	$ 714,264	$ 741,593	$ 1,056,420	$ 1,337,386	$ 2,598,116	$ 2,598,116

Note the forecast of the unencumbered fund balance makes assumptions about revenues and expenditures during the 5-year period, the most significant of which is the mill levy frozen at 29.602, the 2026 Budget estimated mill rate. Any changes to these assumptions will result in a change in the forecasted amouint.

Special Highway Fund	***This fund receives the gas tax, and according to state statute the money can only be used on roads.***							
Forecast	$ -	$ 46,000	$ 46,000	$ 46,000	$ 46,000	$ 46,000	$ 46,000	$ 276,000
Committed in CIP		46,000	46,000	46,000	46,000	46,000	46,000	276,000
Available Amount	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Special Park & Rec Fund	***This fund receives 1/2 of the alcohol tax, and according to state statute can only be spent on parks.***							
Forecast	$ 31,734	$ 7,736	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 76,970
Committed in CIP		-	-	-	-	-	-	-
Available Amount	$ 31,734	$ 39,470	$ 46,970	$ 54,470	$ 61,970	$ 69,470	$ 76,970	$ 76,970
Street Excise Tax	***This funding source comes from the excise tax charged when platting land outside of LPKC. Use of this funding source is limited to street/road projects.***							
Forecast	$ 139,073	$ 93,383	$ -	$ -	$ -	$ -	$ -	$ 232,456
Committed in CIP		-	-	-	-	-	-	-
Available Amount	$ 139,073	$ 232,456	$ 232,456	$ 232,456	$ 232,456	$ 232,456	$ 232,456	$ 232,456

2027-2031 CIP
FUNDING SOURCES FORECAST
(Includes Projects Recommended for Funding and Contractually Obligated Projects Being Scheduled)

	Available Balance 12/31/2025	2026	2027	2028	2029	2030	2031	Total
Park Impact Fee	***This funding source comes from the park impact fee charged when a building/home is being constructed. Use of this funding source is limited to park projects. This is a one-time source of funding.***							
Forecast	$ 46,301	$ 8,375	$ 21,600	$ 15,900	$ -	$ -	$ -	$ 92,176
Committed in CIP		-	-	-	-	-	-	-
Available Amount	$ 46,301	$ 54,676	$ 76,276	$ 92,176	$ 92,176	$ 92,176	$ 92,176	$ 92,176
CARS	***The City applies to the Johnson County CARS program for funding, and if approved must enter into an interlocal agreement with Johnson County. Generally, the CARS program will pay 50% of allowed project costs. These funds are limited to the specific road project listed in the agreement.***							
Forecast		$ -	$ 192,837	$ 740,163	$ -	$ -	$ -	$ 933,000
Committed in CIP		-	192,837	740,163	-	-	-	933,000
Available Amount	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
KDOT	***These funds are granted by KDOT and governed by an interlocal agreement with KDOT. These funds can only be used on the specific road project listed in the agreement.***							
Forecast		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Committed in CIP		-	-	-	-	-	-	-
Available Amount	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grants	***Grants can come from many sources. However, all grant money is governed by the grant agreement, and can only be used for the projects listed in the grant agreement.***							
Forecast		$ -	$ 901,073	$ 386,909	$ 200,000	$ -	$ 200,000	$ 1,687,982
Committed in CIP		-	901,073	386,909	200,000	-	200,000	1,687,982
Available Amount	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

2027-2031 CIP
FUNDING SOURCES FORECAST
(Includes Projects Recommended for Funding and Contractually Obligated Projects Being Scheduled)

	Available Balance 12/31/2025	2026	2027	2028	2029	2030	2031	Total
PIF Maintenance Fee (Life of abatement 10 yrs)	***This funding source comes from the 9¢ per square foot of buildings at LPKC. The money comes from the Public Infrastructure Fund (PIF) and is transferred to the various funds as determined by Council approved uses. The calculation is based on square feet on January 1st and payment is received throughout the year. The amounts in this forecast reflect 100% of the forecasted amount for this revenue source less amounts approved for other uses besides capital projects (i.e, equipment reserve, partial allocation of staff salary/benefits, etc). Timing of receipt of funds is based on the flow of funds per the trust agreement with the developer.***							
Forecast	$ 1,273,025	$ 614,595	$ 100,000	$ -	$ -	$ -	$ -	$ 1,987,620
Committed in CIP		200,000	100,000	250,000	-	1,103,215	284,405	1,937,620
Available Amount	$ 1,273,025	$ 1,687,620	$ 1,687,620	$ 1,437,620	$ 1,437,620	$ 334,405	$ 50,000	$ 50,000
Economic Development Fund	***This funding source comes from the 14¢ per square foot of buildings at LPKC Phase 2. The money comes from the Phase 2 Public Infrastructure Fund (PIF). The calculation is based on square feet on January 1st. The amounts in this forecast reflect 100% of the forecasted amount for this revenue source. The fee lasts for the term of the abatement on the building (10 years). The funds can only be used for economic development purposes. Timing of receipt of funds is based on the flow of funds per the trust agreement with the developer.***							
Forecast	$ 1,257,098	$ 551,633	$ 531,143	$ 531,143	$ 531,143	$ 144,043	$ 144,043	$ 3,690,247
Series 2022A GO Bonds Debt Service 2025-2030		$ 353,923	$ 358,723	$ 357,923	$ 356,723	$ 355,123	$ 358,123	2,140,538
Series 2022A GO Bonds Debt Service 2031-2034							$ 1,073,219	1,073,219
Committed in CIP		-	-	-	-	-	-	-
Available Amount	$ 1,257,098	$ 1,454,808	$ 1,627,228	$ 1,800,449	$ 1,974,869	$ 1,763,789	$ 476,490	$ 476,490
Remaining Grade Sep Funds	***These funds remain after the completion of the 207th Grade separation Project, the 8th & Braun Project and the 2nd Street Project.***							
Forecast	$ 905,869	$ 45,738	$ -	$ -	$ -	$ -	$ -	$ 951,607
Committed in CIP		-	300,000	56,023	368,977	-	-	725,000
Available Amount	$ 905,869	$ 951,607	$ 651,607	$ 595,584	$ 226,607	$ 226,607	$ 226,607	$ 226,607

2027-2031 CIP
FUNDING SOURCES FORECAST
(Includes Projects Recommended for Funding and Contractually Obligated Projects Being Scheduled)

	Available Balance 12/31/2025	2026	2027	2028	2029	2030	2031	Total
Non-LPKC Origination Fees	***These fees are charged on sales tax only IRB issues for entities outside of LPKC Phases 1 and 2. Can only be used for economic development purposes.***							
Forecast	$ 83,457	$ 985	$ -	$ -	$ -	$ -	$ -	$ 84,442
Committed in CIP		-	-	-	-	-	-	-
Available Amount	$ 83,457	$ 84,442	$ 84,442	$ 84,442	$ 84,442	$ 84,442	$ 84,442	$ 84,442
Water Fund	***This is the fund balance in excess of reserve requirements.***							
Forecast	$ 233,218	$ (27,960)	$ 41,783	$ 32,797	$ (29,663)	$ (44,342)	$ (77,670)	$ 128,163
Committed in CIP		-	-	-	-	90,000	-	90,000
Available Amount	$ 233,218	$ 205,258	$ 247,041	$ 279,838	$ 250,175	$ 115,833	$ 38,163	$ 38,163
Note: The only project included in the 2026 Rate Study was the Water Master Plan in 2030. There are no other available funds from this source.								
System Dev Fee - Water	***This funding source comes from the fee charged when a new connection is made to the water system. Use of this funding source is limited to construction of the water system.***							
Forecast	$ 404,727	$ 142,794	$ 309,600	$ 227,900	$ -	$ -	$ -	$ 1,085,021
Committed in CIP		-	-	-	-	210,000	-	210,000
Available Amount	$ 404,727	$ 547,521	$ 857,121	$ 1,085,021	$ 1,085,021	$ 875,021	$ 875,021	$ 875,021
Sewer Fund	***This is the fund balance in excess of reserve requirements.***							
Forecast	$ 948,914	$ 38,597	$ (23,176)	$ 883	$ (22,697)	$ (22,453)	$ (15,359)	$ 904,709
Committed in CIP		50,000	263,273	176,727	95,800	30,000	-	615,800
Available Amount	$ 948,914	$ 937,511	$ 651,062	$ 475,217	$ 356,720	$ 304,267	$ 288,909	$ 288,909
Note: The 2026 Rate Study included 3 projects, which are reflected in the forecast above. There are no other funds available from this source.								
System Dev Fee - Sewer	***This funding source comes from the fee charged when a new connection is made to the sewer system. Use of this funding source is limited to construction of the sewer system.***							
Forecast	$ 1,352,485	$ 223,144	$ 403,500	$ 312,300	$ 57,900	$ 57,900	$ 57,900	$ 2,465,129
Committed in CIP		-	-	-	-	-	-	-
Available Amount	$ 1,352,485	$ 1,575,629	$ 1,979,129	$ 2,291,429	$ 2,349,329	$ 2,407,229	$ 2,465,129	$ 2,465,129

2027-2031 CIP
FUNDING SOURCES FORECAST
(Includes Projects Recommended for Funding and Contractually Obligated Projects Being Scheduled)

	Available Balance 12/31/2025	2026	2027	2028	2029	2030	2031	Total
Dwyer RHID	***The funds for this source come from the property tax increment on the Dwyer Farms Development. The funds can only be used on projects contained in the development agreement.***							
Forecast	$ -	$ -	$ 798,605	$ 2,509,895	$ -	$ -	$ 1,428,133	$ 4,736,633
Committed in CIP		-	798,605	2,509,895	-	-	1,428,133	4,736,633
Available Amount	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Public Works	**Project Status:**	Concept
Primary Citizen Survey (2024):	1 - Streets	**Project Manager:**	Rhod Montgomery
Secondary Citizen Survey (2024):	6 - Stormwater	**Council Strategy:**	2 - Streets

Project Name: 3rd St Recon: Edgewood – Heather Knoll

Project Description: New - recommended for funding. Rebuilds 3rd Street and corrects the drainage problem ranked #11 in the Stormwater Master Plan, where building flooding and street flooding along West 3rd Street were reported and the existing pipe is in fair-to-poor condition. The 2025 pavement survey rates this section of 3rd Street 60 to 74, and the adjoining West 3rd Circle rates 27, the lowest in the city. Roadway, drainage and pedestrian work are delivered as one project so the street is opened once. Advances the Governing Body's two highest-ranked priorities, stormwater and streets.

Plans/Studies (if available):	Stormwater Master Plan (Rank 11, West Third Street & West Edgewood Drive, $525,300 in 2021 dollars); 2025 Pavement Condition Index survey; Trails Master Plan (ties into the Edgewood Drive sidewalk, segment S19, at the south end)	Ranking:	11
Development Agreements:			
Operations Impact:	Reduces repeat maintenance on a failing pipe and on a street rated PCI 60-74.		

Additional Staff:

Outside Funding Available? Maybe

Funding Notes: PIF Maintenance Fee $1,137,620 (2030 $853,215; 2031 $284,405) and General Fund $587,680 (2030 $440,760; 2031 $146,920). Three quarters of the cost falls in 2030 and one quarter in 2031. Stormwater Master Plan projects may be eligible for Johnson County SMAC participation.

Year of Design	2030	**Year of Estimate**	2026
Year of Construction	2031	**Year of Completion**	2031

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	235,268	-	-	-	-	235,268	-	$ 235,268
Study/Planning	-	-	-	-	-	-	-	$ -
Construction	1,019,495	-	-	-	-	886,177	133,319	$ 1,019,495
Construction Inspection	125,476	-	-	-	-	-	125,476	$ 125,476
City Engineer	47,054	-	-	-	-	47,054	-	$ 47,054
Utility Relocation	62,738	-	-	-	-	62,738	-	$ 62,738
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	47,054	-	-	-	-	47,054	-	$ 47,054
Permits	15,685	-	-	-	-	15,685	-	$ 15,685
Misc. (Legal, recording fees)	15,685	-	-	-	-	-	15,685	$ 15,685
Contingency	156,845	-	-	-	-	-	156,845	$ 156,845
Total Cost	$ 1,725,300	$ -	$ -	$ -	$ -	$ 1,293,975	$ 431,325	$ 1,725,300
Project Financing								
PIF Maintenance Fee	$ 1,137,620	$ -	$ -	$ -	$ -	$ 853,215	$ 284,405	$ 1,137,620
General Fund	587,680	-	-	-	-	440,760	146,920	$ 587,680
Total Funding Sources	$ 1,725,300	$ -	$ -	$ -	$ -	$ 1,293,975	$ 431,325	$ 1,725,300
check figures	$ -	$ -	$ -	$ -	$ -	$ 0	$ (0)	$ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Public Works	**Project Status:**	Concept
Primary Citizen Survey (2024):	1 - Streets	**Project Manager:**	Rhod Montgomery
Secondary Citizen Survey (2024):	9 - NA	**Council Strategy:**	2 - Streets

Project Name: 2nd Street Rehabilitation

Project Description: New - recommended for funding. Corridor rehabilitation of 2nd Street from 56 Highway to Nelson, the last asphalt section of a corridor the City has otherwise rebuilt in concrete. The 2025 pavement survey rates these blocks 45 to 51, the lowest-rated collector pavement in the city, while every 2nd Street segment south of Nelson rates 100. The scope covers mill and overlay, sidewalk, curb, stormwater pipe lining, waterline work and street lighting, so the corridor is rebuilt once rather than returned to for each element. Street lighting to the City's 2023 standard answers residents' top maintenance concern in the 2026 Citizen Survey.

Plans/Studies (if available):	2025 Pavement Condition Index survey (E 2nd St: Morgan-McCarty 51, McCarty-Hulett 45, Hulett-Nelson 48); City of Edgerton Street Lighting Manual (2023 standard); Stormwater Master Plan pipe condition findings; Trails Master Plan sidewalk segments	Ranking:	
Development Agreements:			
Operations Impact:	Rebuilds the corridor once: pavement, sidewalk, curb, storm pipe, waterline and lighting.		

Additional Staff:

Outside Funding Available? No

Funding Notes: Remaining Grade Separation Funds carry the original $425,000 (2028 $56,023; 2029 $368,977). The entire increase above that amount, $496,189.21, is allocated to the General Fund (2028 $82,155.38; 2029 $414,033.83). Coordinate with the Wastewater Master Plan's Hulett Street sewer replacement, which crosses this corridor.

Year of Design	2028	**Year of Estimate**	2026
Year of Construction	2029	**Year of Completion**	2029

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	125,617	-	-	125,617	-	-	-	$ 125,617
Study/Planning	-	-	-	-	-	-	-	$ -
Construction	544,339	-	-	-	544,339	-	-	$ 544,339
Construction Inspection	66,996	-	-	-	66,996	-	-	$ 66,996
City Engineer	25,123	-	-	-	25,123	-	-	$ 25,123
Utility Relocation	33,498	-	-	12,562	20,936	-	-	$ 33,498
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	25,123	-	-	-	25,123	-	-	$ 25,123
Permits	8,374	-	-	-	8,374	-	-	$ 8,374
Misc. (Legal, recording fees)	8,374	-	-	-	8,374	-	-	$ 8,374
Contingency	83,744	-	-	-	83,744	-	-	$ 83,744
Total Cost	$ 921,189	$ -	$ -	$ 138,178	$ 783,011	$ -	$ -	$ 921,189

Project Financing								
Remaining Grade Separation Funds	$ 425,000	$ -	$ -	$ 56,023	$ 368,977	$ -	$ -	$ 425,000
General Fund	496,189	-	-	82,155	414,034	-	-	$ 496,189
Total Funding Sources	$ 921,189	$ -	$ -	$ 138,178	$ 783,011	$ -	$ -	$ 921,189

check figures	$ -	$ -	$ -	$ 0	$ (0)	$ -	$ -	$ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Public Works	**Project Status:**	Concept
Primary Citizen Survey (2024):	1 - Streets	**Project Manager:**	Rhod Montgomery
Secondary Citizen Survey (2024):	9 - NA	**Council Strategy:**	2 - Streets

Project Name: Sunflower Road Rehabilitation

Project Description: New - recommended for funding. Rehabilitates Sunflower Road, a major collector serving the I-35 interchange. The 2025 pavement survey rates its asphalt segments 69 to 79, including a 2,510-foot segment south of the interchange rated 69, and the 2026 Pavement Management and Preservation Plan schedules work on the corridor in 2027. Half the cost is carried by Remaining Grade Separation Funds, which are restricted to streets and receive no new revenue.

Plans/Studies (if available):	2025 Pavement Condition Index survey; 2026 Pavement Management and Preservation Plan (Benesch); Envision Edgerton 2050 Action 6.5.3 (coordinate with Johnson County Public Works on the County Arterial Roadway Network Plan)	Ranking:	
Development Agreements:			
Operations Impact:	Extends pavement life on the City's main I-35 connection.		

Additional Staff:

Outside Funding Available? Maybe

Funding Notes: General Fund $300,000; Remaining Grade Separation Funds $300,000. Coordinate with the annual Street Preservation Program so the corridor is not treated twice in 2027.

Year of Design	2027	**Year of Estimate**	2026
Year of Construction	2027	**Year of Completion**	2027

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	81,818	-	81,818	-	-	-	-	$ 81,818
Study/Planning	-	-	-	-	-	-	-	$ -
Construction	354,545	-	354,545	-	-	-	-	$ 354,545
Construction Inspection	43,636	-	43,636	-	-	-	-	$ 43,636
City Engineer	16,364	-	16,364	-	-	-	-	$ 16,364
Utility Relocation	21,818	-	21,818	-	-	-	-	$ 21,818
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	16,364	-	16,364	-	-	-	-	$ 16,364
Permits	5,455	-	5,455	-	-	-	-	$ 5,455
Misc. (Legal, recording fees)	5,455	-	5,455	-	-	-	-	$ 5,455
Contingency	54,545	-	54,545	-	-	-	-	$ 54,545
Total Cost	$ 600,000	$ -	$ 600,000	$ -	$ -	$ -	$ -	$ 600,000

Project Financing								
General Fund	$ 300,000	$ -	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000
Remaining Grade Separation Funds	300,000	-	300,000	-	-	-	-	$ 300,000
Total Funding Sources	$ 600,000	$ -	$ 600,000	$ -	$ -	$ -	$ -	$ 600,000

check figures $ - $ - $ - $ - $ - $ - $ - $ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Sewer	**Project Status:**	Design
Primary Citizen Survey (2024):	5 - Sanitary Sewer	**Project Manager:**	Rhod Montgomery
Secondary Citizen Survey (2024):	9 - NA	**Council Strategy:**	6 - NA

Project Name: 8th Street Lift Station Reconstruction

Project Description: New - recommended for funding. Rebuilds the aging 8th Street lift station, one of six City-owned sewer pump stations, identified through Public Works' ongoing condition tracking. Replaces pumps, controls and structure. The EPA State and Tribal Assistance Grant carries $1,120,000 of the $1,400,000 cost, so the City's share is the $280,000 match. Planned replacement avoids an emergency repair and the risk of a sewer overflow.

Plans/Studies (if available):	Public Works lift station condition tracking, a companion effort to the Wastewater Master Plan's collection-system assessment; the Wastewater Master Plan models this station but does not recommend a project for it.	Ranking:	
Development Agreements:			
Operations Impact:	Replacing pumps and controls before failure reduces emergency call-outs and overflow risk.		

Additional Staff:

Outside Funding Available? Yes

Funding Notes: EPA State & Tribal Assistance Grant (STAG), $1,120,000; award not yet in hand. City match $280,000 from the Sewer Fund.

Year of Design	2027	**Year of Estimate**	2026
Year of Construction	2027-2028	**Year of Completion**	2028

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	190,909	-	190,909	-	-	-	-	$ 190,909
Study/Planning	-	-	-	-	-	-	-	$ -
Construction	827,273	-	585,455	241,818	-	-	-	$ 827,273
Construction Inspection	101,818	-	-	101,818	-	-	-	$ 101,818
City Engineer	38,182	-	38,182	-	-	-	-	$ 38,182
Utility Relocation	50,909	-	50,909	-	-	-	-	$ 50,909
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	38,182	-	38,182	-	-	-	-	$ 38,182
Permits	12,727	-	12,727	-	-	-	-	$ 12,727
Misc. (Legal, recording fees)	12,727	-	-	12,727	-	-	-	$ 12,727
Contingency	127,273	-	-	127,273	-	-	-	$ 127,273
Total Cost	$ 1,400,000	$ -	$ 916,364	$ 483,636	$ -	$ -	$ -	$ 1,400,000
Project Financing								
EPA State & Tribal Assistance Grant	$ 1,120,000	$ -	$ 733,091	$ 386,909	$ -	$ -	$ -	$ 1,120,000
Sewer Fund	280,000	-	183,273	96,727	-	-	-	$ 280,000
Total Funding Sources	$ 1,400,000	$ -	$ 916,364	$ 483,636	$ -	$ -	$ -	$ 1,400,000
check figures	$ -	$ -	$ 0	$ (0)	$ -	$ -	$ -	$ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Public Works	**Project Status:**	On-Going
Primary Citizen Survey (2024):	1 - Streets	**Project Manager:**	Rhod Montgomery
Secondary Citizen Survey (2024):	9 - NA	**Council Strategy:**	2 - Streets

Project Name: LPKC Maintenance Projects

Project Description: New - recommended for funding. Preserves concrete pavement in Logistics Park Kansas City, the City's largest generator of truck traffic, using restricted PIF maintenance-fee revenue. LPKC concrete averages a PCI of 96 but shows early spalling on 47 of its 57 concrete segments. Joint and spall repair holds the City's best-condition pavement at the lowest cost and draws nothing from the General Fund. Phased at $250,000 in 2028 and $250,000 in 2030.

Plans/Studies (if available):	2025 Pavement Condition Index survey (industrial-zone segments); Envision Edgerton 2050 Policy 6.3.9 (safe travel on all roadways)	Ranking:	
Development Agreements:			
Operations Impact:	Early joint and spall repair keeps LPKC pavement out of reconstruction.		

Additional Staff:

Outside Funding Available? No

Funding Notes: PIF Maintenance Fee, restricted to streets and LPKC maintenance. Phased at $250,000 in 2028 and $250,000 in 2030.

Year of Design	2028-2030	**Year of Estimate**	2026
Year of Construction	2028-2030	**Year of Completion**	2030

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	68,182	-	-	68,182	-	-	-	$ 68,182
Study/Planning	-	-	-	-	-	-	-	$ -
Construction	295,455	-	-	131,818	-	163,636	-	$ 295,455
Construction Inspection	36,364	-	-	-	-	36,364	-	$ 36,364
City Engineer	13,636	-	-	13,636	-	-	-	$ 13,636
Utility Relocation	18,182	-	-	18,182	-	-	-	$ 18,182
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	13,636	-	-	13,636	-	-	-	$ 13,636
Permits	4,545	-	-	4,545	-	-	-	$ 4,545
Misc. (Legal, recording fees)	4,545	-	-	-	-	4,545	-	$ 4,545
Contingency	45,455	-	-	-	-	45,455	-	$ 45,455
Total Cost	$ 500,000	$ -	$ -	$ 250,000	$ -	$ 250,000	$ -	$ 500,000
Project Financing								
PIF Maintenance Fee	$ 500,000	$ -	$ -	$ 250,000	$ -	$ 250,000	$ -	$ 500,000
Other	-	-	-	-	-	-	-	$ -
Total Funding Sources	$ 500,000	$ -	$ -	$ 250,000	$ -	$ 250,000	$ -	$ 500,000
check figures	$ -	$ -	$ -	$ 0	$ -	$ (0)	$ -	$ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Administration	**Project Status:**	Concept
Primary Citizen Survey (2024):	9 - NA	**Project Manager:**	Rhod Montgomery
Secondary Citizen Survey (2024):	9 - NA	**Council Strategy:**	6 - NA

Project Name: 2031 CDBG Project

Project Description: New - recommended for funding. Holds the City's place in the 2031 Community Development Block Grant round, which Johnson County administers on a two-year cycle. The scope has not been selected; it will be chosen before the application, informed by the 2028-2029 wastewater flow monitoring results and by the Stormwater Master Plan's pipe condition findings. The grant carries two thirds of the cost, with the General Fund providing the $100,000 local match.

Plans/Studies (if available):	Johnson County CDBG program (two-year cycle; 2025 complete, 2027 funded, 2029 redirected to stormwater); scope to be set from the Wastewater Flow Monitoring / I&I results and the Stormwater Master Plan	Ranking:	
Development Agreements:			
Operations Impact:	To be determined with the scope.		

Additional Staff:

Outside Funding Available? Yes

Funding Notes: CDBG $200,000 (County-administered, income-eligible areas); General Fund match $100,000.

Year of Design	2030	**Year of Estimate**	2026
Year of Construction	2031	**Year of Completion**	2031

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	40,909	-	-	-	-	-	40,909	$ 40,909
Study/Planning	-	-	-	-	-	-	-	$ -
Construction	177,273	-	-	-	-	-	177,273	$ 177,273
Construction Inspection	21,818	-	-	-	-	-	21,818	$ 21,818
City Engineer	8,182	-	-	-	-	-	8,182	$ 8,182
Utility Relocation	10,909	-	-	-	-	-	10,909	$ 10,909
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	8,182	-	-	-	-	-	8,182	$ 8,182
Permits	2,727	-	-	-	-	-	2,727	$ 2,727
Misc. (Legal, recording fees)	2,727	-	-	-	-	-	2,727	$ 2,727
Contingency	27,273	-	-	-	-	-	27,273	$ 27,273
Total Cost	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000	$ 300,000
Project Financing								
Community Development Block Grant	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000	$ 200,000
General Fund	100,000	-	-	-	-	-	100,000	$ 100,000
Total Funding Sources	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000	$ 300,000
check figures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Public Works	**Project Status:**	Concept
Primary Citizen Survey (2024):	1 - Streets	**Project Manager:**	Dan Merkh
Secondary Citizen Survey (2024):	9 - NA	**Council Strategy:**	6 - NA

Project Name: Asset Management Exploration

Project Description: New - recommended for funding. An exploration study, not the asset management system itself. A subject matter expert reviews what the City already has: the pavement survey, storm and sewer inspections, and the streetlight inventory. The study delivers a roadmap of recommended steps, phasing and estimated costs for the City's best path forward on asset management. Any system or software purchase comes back to Council as a separate decision.

Plans/Studies (if available):	Envision Edgerton 2050 Action 2.1.3 (use prior planning to identify long-range infrastructure investments); 2024 CIP work session direction to separate needed from wanted projects	Ranking:	
Development Agreements:			
Operations Impact:	Creates a repeatable, condition-based basis for prioritizing future capital projects.		

Additional Staff:

Outside Funding Available? No

Funding Notes: General Fund. Software or subscription costs beyond the initial program are not included.

Year of Design	2027	**Year of Estimate**	2026
Year of Construction	n/a	**Year of Completion**	2027

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	-	-	-	-	-	-	-	$ -
Study/Planning	130,909	-	130,909	-	-	-	-	$ 130,909
Construction	-	-	-	-	-	-	-	$ -
Construction Inspection	-	-	-	-	-	-	-	$ -
City Engineer	4,091	-	4,091	-	-	-	-	$ 4,091
Utility Relocation	-	-	-	-	-	-	-	$ -
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	-	-	-	-	-	-	-	$ -
Permits	-	-	-	-	-	-	-	$ -
Misc. (Legal, recording fees)	1,364	-	1,364	-	-	-	-	$ 1,364
Contingency	13,636	-	13,636	-	-	-	-	$ 13,636
Total Cost	$ 150,000	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000

Project Financing								
General Fund	$ 150,000	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000
Other	-	-	-	-	-	-	-	$ -
Total Funding Sources	$ 150,000	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000

check figures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Sewer	**Project Status:**	Concept
Primary Citizen Survey (2024):	5 - Sanitary Sewer	**Project Manager:**	Rhod Montgomery
Secondary Citizen Survey (2024):	5 - Sanitary Sewer	**Council Strategy:**	6 - NA

Project Name: Wastewater Flow Monitoring and I&I Reduction

Project Description: New - recommended for funding. Implements Project 1 of the Wastewater Master Plan, the first project the plan ranks and phases. Repairs the priority defects found in the 2020 Sanitary Sewer Evaluation Study in meter catchments 009 and 056, targeting a 30% reduction in inflow and infiltration, an estimated 125,000 gallons per day. The plan sized its later sewer projects on the assumption that this reduction is achieved, and the monitoring shows whether the completed sanitary sewer rehabilitation is working before more is spent on it. Flow monitoring in 2028, repairs in 2029.

Plans/Studies (if available):	Wastewater Master Plan Section 8.3.1, Project 1 - I&I Reduction (meter catchments 009 and 056; $111,500 repairs plus $4,300 post-construction flow monitoring); TREKK 2020 Sanitary Sewer Evaluation Study	Ranking:	WWMP #1
Development Agreements:			
Operations Impact:	Removing clear water from the collection system reduces pumping and treatment cost at the plant.		

Additional Staff:

Outside Funding Available? No

Funding Notes: Sewer Fund. Plan cost opinion is in 2021 dollars.

Year of Design	2028-2029	**Year of Estimate**	2026
Year of Construction	2029	**Year of Completion**	2029

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	-	-	-	-	-	-	-	$ -
Study/Planning	101,062	-	-	50,000	51,062	-	-	$ 101,062
Construction	-	-	-	-	-	-	-	$ -
Construction Inspection	-	-	-	-	-	-	-	$ -
City Engineer	3,158	-	-	-	3,158	-	-	$ 3,158
Utility Relocation	-	-	-	-	-	-	-	$ -
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	-	-	-	-	-	-	-	$ -
Permits	-	-	-	-	-	-	-	$ -
Misc. (Legal, recording fees)	1,053	-	-	-	1,053	-	-	$ 1,053
Contingency	10,527	-	-	-	10,527	-	-	$ 10,527
Total Cost	$ 115,800	$ -	$ -	$ 50,000	$ 65,800	$ -	$ -	$ 115,800

Project Financing								
Sewer Fund	$ 115,800	$ -	$ -	$ 50,000	$ 65,800	$ -	$ -	$ 115,800
Other	-	-	-	-	-	-	-	$ -
Total Funding Sources	$ 115,800	$ -	$ -	$ 50,000	$ 65,800	$ -	$ -	$ 115,800

check figures	$ -	$ -	$ -	$ (0)	$ 0	$ -	$ -	$ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Facilities	**Project Status:**	Concept
Primary Citizen Survey (2024):	7 - Facilities	**Project Manager:**	Levi Meyer
Secondary Citizen Survey (2024):	9 - NA	**Council Strategy:**	5 - Facilities

Project Name: Library HVAC Replacement

Project Description: New - recommended for funding. Replaces the aging HVAC system in the City-owned building that houses the Johnson County Library's Edgerton branch in the downtown civic core. Replacing it on a planned schedule, as the City did with the Museum HVAC system in 2026, avoids an emergency replacement and an unplanned closure of the branch. 29% of 2026 Citizen Survey respondents say visiting the library or museum is one way they stay connected to the community.

Plans/Studies (if available):	Condition identified by Public Works and Facilities staff.	Ranking:	
Development Agreements:			
Operations Impact:	Avoids emergency procurement and an unplanned closure of the library branch.		

Additional Staff:

Outside Funding Available? No

Funding Notes: General Fund.

Year of Design	2027	**Year of Estimate**	2026
Year of Construction	2027	**Year of Completion**	2027

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	-	-	-	-	-	-	-	$ -
Study/Planning	-	-	-	-	-	-	-	$ -
Construction	65,455	-	65,455	-	-	-	-	$ 65,455
Construction Inspection	-	-	-	-	-	-	-	$ -
City Engineer	2,045	-	2,045	-	-	-	-	$ 2,045
Utility Relocation	-	-	-	-	-	-	-	$ -
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	-	-	-	-	-	-	-	$ -
Permits	-	-	-	-	-	-	-	$ -
Misc. (Legal, recording fees)	682	-	682	-	-	-	-	$ 682
Contingency	6,818	-	6,818	-	-	-	-	$ 6,818
Total Cost	$ 75,000	$ -	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
Project Financing								
General Fund	$ 75,000	$ -	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
Other	-	-	-	-	-	-	-	$ -
Total Funding Sources	$ 75,000	$ -	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
check figures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Public Works	**Project Status:**	Concept
Primary Citizen Survey (2024):	6 - Stormwater	**Project Manager:**	Rhod Montgomery
Secondary Citizen Survey (2024):	7 - Facilities	**Council Strategy:**	1 - Stormwater

Project Name: Public Works Stormwater Pump

Project Description: New - recommended for funding. Replaces an existing stormwater pump maintained by Public Works that supports drainage at a location critical to the citywide system. Stormwater is the Governing Body's highest-ranked capital priority in the 2024 CIP work session, and the Stormwater Master Plan notes that emergency repairs typically cost 30 to 50% more than planned work because they are done without competitive bids.

Plans/Studies (if available):	Identified through Public Works operational tracking.	Ranking:	
Development Agreements:			
Operations Impact:	Keeps an existing drainage asset in service and avoids an emergency replacement.		

Additional Staff:

Outside Funding Available? No

Funding Notes: General Fund $24,189, one-time cost in 2028.

Year of Design	2028	**Year of Estimate**	2026
Year of Construction	2028	**Year of Completion**	2028

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	-	-	-	-	-	-	-	$ -
Study/Planning	-	-	-	-	-	-	-	$ -
Construction	21,110	-	-	21,110	-	-	-	$ 21,110
Construction Inspection	-	-	-	-	-	-	-	$ -
City Engineer	660	-	-	660	-	-	-	$ 660
Utility Relocation	-	-	-	-	-	-	-	$ -
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	-	-	-	-	-	-	-	$ -
Permits	-	-	-	-	-	-	-	$ -
Misc. (Legal, recording fees)	220	-	-	220	-	-	-	$ 220
Contingency	2,199	-	-	2,199	-	-	-	$ 2,199
Total Cost	$ 24,189	$ -	$ -	$ 24,189	$ -	$ -	$ -	$ 24,189
Project Financing								
General Fund	$ 24,189	$ -	$ -	$ 24,189	$ -	$ -	$ -	$ 24,189
Other	-	-	-	-	-	-	-	$ -
Total Funding Sources	$ 24,189	$ -	$ -	$ 24,189	$ -	$ -	$ -	$ 24,189
check figures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Public Works	**Project Status:**	Concept
Primary Citizen Survey (2024):	1 - Streets	**Project Manager:**	Rhod Montgomery
Secondary Citizen Survey (2024):	3 - Sidewalks/Trails	**Council Strategy:**	2 - Streets

Project Name: Braun Street: West City Limits – W 8th Street

Project Description: New - recommended for funding. Improves the existing cross section to 28 feet back-to-back for approximately 2,600 linear feet of Braun Street from the west City limits to W 8th Street, including sidewalk/trail and utilities. Required under RHID Ordinance No. 2137, Dwyer Farms. The full obligation is $6,800,000; about one fifth, $1,428,133, is programmed in 2031 and the remaining $5,371,867 falls in 2032 and beyond. This project has not been approved for funding, so direction is requested with the other recommended projects.

Plans/Studies (if available):	Required under RHID Ordinance No. 2137, Dwyer Farms; CARS-eligible route. Trigger for schedule: City discretion or traffic counts.	Ranking:	
Development Agreements:	RHID Ordinance No. 2137, Dwyer Farms		
Operations Impact:	Brings a developing corridor up to City street standard with sidewalk/trail.		

Additional Staff: Todd Veeman

Outside Funding Available? Yes

Funding Notes: RHID $1,428,133. Johnson County CARS participation in this project moves to 2032. The balance of the $6,800,000 obligation falls outside the 2027-2031 window.

Year of Design	2031	**Year of Estimate**	2026
Year of Construction	2031	**Year of Completion**	2031

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	194,746	-	-	-	-	-	194,746	$ 194,746
Study/Planning	-	-	-	-	-	-	-	$ -
Construction	843,897	-	-	-	-	-	843,897	$ 843,897
Construction Inspection	103,864	-	-	-	-	-	103,864	$ 103,864
City Engineer	38,949	-	-	-	-	-	38,949	$ 38,949
Utility Relocation	51,932	-	-	-	-	-	51,932	$ 51,932
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	38,949	-	-	-	-	-	38,949	$ 38,949
Permits	12,983	-	-	-	-	-	12,983	$ 12,983
Misc. (Legal, recording fees)	12,983	-	-	-	-	-	12,983	$ 12,983
Contingency	129,830	-	-	-	-	-	129,830	$ 129,830
Total Cost	$ 1,428,133	$ -	$ -	$ -	$ -	$ -	$ 1,428,133	$ 1,428,133
Project Financing								
RHID	$ 1,428,133	$ -	$ -	$ -	$ -	$ -	$ 1,428,133	$ 1,428,133
Total Funding Sources	$ 1,428,133	$ -	$ -	$ -	$ -	$ -	$ 1,428,133	$ 1,428,133
Total obligation (RHID Ord. 2137)	$ 6,800,000							
Remaining after this CIP (2032+)	$ 5,371,867							
check figures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Facilities	**Project Status:**	Concept
Primary Citizen Survey (2024):	9 - NA	**Project Manager:**	Levi Meyer
Secondary Citizen Survey (2024):	5 - Facilities	**Council Strategy:**	5 - Facilities

Project Name: Library Flooring

Project Description: New - recommended for funding. Replaces the library's carpet squares, which have become a tripping hazard, and repairs the subfloor where soft areas are found. The work removes a safety and liability risk in a public building. Scheduled in 2029; the Library HVAC replacement remains in 2027.

Plans/Studies (if available):	Condition identified by Public Works and Facilities staff.	Ranking:	
Development Agreements:			
Operations Impact:	Removes a tripping hazard and liability exposure in a public building.		

Additional Staff:

Outside Funding Available? No

Funding Notes: General Fund $22,000, one-time cost in 2029.

Year of Design	2029	**Year of Estimate**	2026
Year of Construction	2029	**Year of Completion**	2029

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	-	-	-	-	-	-	-	$ -
Study/Planning	-	-	-	-	-	-	-	$ -
Construction	19,200	-	-	-	19,200	-	-	$ 19,200
Construction Inspection	-	-	-	-	-	-	-	$ -
City Engineer	600	-	-	-	600	-	-	$ 600
Utility Relocation	-	-	-	-	-	-	-	$ -
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	-	-	-	-	-	-	-	$ -
Permits	-	-	-	-	-	-	-	$ -
Misc. (Legal, recording fees)	200	-	-	-	200	-	-	$ 200
Contingency	2,000	-	-	-	2,000	-	-	$ 2,000
Total Cost	$ 22,000	$ -	$ -	$ -	$ 22,000	$ -	$ -	$ 22,000

Project Financing								
General Fund	$ 22,000	$ -	$ -	$ -	$ 22,000	$ -	$ -	$ 22,000
Other	-	-	-	-	-	-	-	$ -
Total Funding Sources	$ 22,000	$ -	$ -	$ -	$ 22,000	$ -	$ -	$ 22,000

check figures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Public Works	**Project Status:**	Bidding
Primary Citizen Survey (2024):	1 - Streets	**Project Manager:**	Rhod Montgomery
Secondary Citizen Survey (2024):	9 - NA	**Council Strategy:**	2 - Streets

Project Name: 2026 Quiet Zone Regulations Improvement Project

Project Description: New - recommended for funding. Brings the medians at the BNSF crossings on East Nelson Street and West 199th Street into compliance with FRA Quiet Zone rules: extends the medians, builds new median noses, raises the Nelson Street medians to an 8-inch curb and resets the median signs. Must be complete by November 23, 2026.

Plans/Studies (if available): FRA inspection of May 13, 2025; 49 CFR Part 222; Quiet Zone Regulations Improvement - 2026 Project Manual. Ranking:

Development Agreements:

Operations Impact: None. Keeps the existing 24-hour Quiet Zone in place; the rebuilt medians replace existing ones.

Additional Staff:

Outside Funding Available? No

Funding Notes: PIF Maintenance Fee, $200,000 in 2026. Procured under the emergency provisions of the Purchasing Policy; ratification and construction award are on the October 22, 2026 agenda.

Year of Design	2026	**Year of Estimate**	2026
Year of Construction	2026	**Year of Completion**	2026

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	-	-	-	-	-	-	-	$ -
Study/Planning	-	-	-	-	-	-	-	$ -
Construction	170,000	170,000	-	-	-	-	-	$ 170,000
Construction Inspection	6,000	6,000	-	-	-	-	-	$ 6,000
City Engineer	4,000	4,000	-	-	-	-	-	$ 4,000
Utility Relocation	-	-	-	-	-	-	-	$ -
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	-	-	-	-	-	-	-	$ -
Permits	-	-	-	-	-	-	-	$ -
Misc. (Legal, recording fees)	-	-	-	-	-	-	-	$ -
Contingency	20,000	20,000	-	-	-	-	-	$ 20,000
Total Cost	$ 200,000	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000

Project Financing								
PIF Maintenance Fee	$ 200,000	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000
Other	-	-	-	-	-	-	-	$ -
Total Funding Sources	$ 200,000	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000

check figures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Public Works	**Project Status:**	Concept
Primary Citizen Survey (2024):	1 - Streets	**Project Manager:**	Dan Merkh
Secondary Citizen Survey (2024):	9 - NA	**Council Strategy:**	2 - Streets

Project Name: City Monument Sign – Phase 1

Project Description: New - requested by City Council. Phase 1 is the design and siting study for City monument signage in the Sunflower Road and I-35 area: where the sign should go, what type and size of sign fits the location, and a design and cost estimate to prepare for Phase 2. Phase 2 is the construction and commissioning of the sign.

Plans/Studies (if available):	US 56 Corridor Management Plan and Downtown Edgerton Master Plan (community identity and gateway treatments); 2020 cost estimate.	Ranking:	
Development Agreements:			
Operations Impact:	None for Phase 1. Phase 2 adds a City-owned structure to the maintenance inventory (landscaping, lighting and periodic cleaning or repair).		

Additional Staff:

Outside Funding Available? No

Funding Notes: General Fund, $43,600 in 2027 for Phase 1. Phase 2 (construction and commissioning) will also be funded by the General Fund, with its cost set by the Phase 1 design and estimate.

Year of Design	2027	**Year of Estimate**	2026
Year of Construction	Phase 2	**Year of Completion**	2027

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	24,416	-	24,416	-	-	-	-	$ 24,416
Study/Planning	17,440	-	17,440	-	-	-	-	$ 17,440
Construction	-	-	-	-	-	-	-	$ -
Construction Inspection	-	-	-	-	-	-	-	$ -
City Engineer	1,308	-	1,308	-	-	-	-	$ 1,308
Utility Relocation	-	-	-	-	-	-	-	$ -
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	-	-	-	-	-	-	-	$ -
Permits	-	-	-	-	-	-	-	$ -
Misc. (Legal, recording fees)	436	-	436	-	-	-	-	$ 436
Contingency	-	-	-	-	-	-	-	$ -
Total Cost	$ 43,600	$ -	$ 43,600	$ -	$ -	$ -	$ -	$ 43,600

Project Financing								
General Fund	$ 43,600	$ -	$ 43,600	$ -	$ -	$ -	$ -	$ 43,600
Other	-	-	-	-	-	-	-	$ -
Total Funding Sources	$ 43,600	$ -	$ 43,600	$ -	$ -	$ -	$ -	$ 43,600

check figures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City of Edgerton
Project Cost Sheet

Project Number:		**Funding Status:**	Unfunded
Dept:	Public Works	**Project Status:**	Concept
Primary Citizen Survey (2024):	1 - Streets	**Project Manager:**	Dan Merkh
Secondary Citizen Survey (2024):	5 - Sanitary Sewer	**Council Strategy:**	2 - Streets

Project Name: Sewer Service Line Roadway Patch Assistance

Project Description: New - requested by City Council. Helps pay for the street patch needed after a property owner's private sanitary sewer service line work, so the roadway is restored to City standards. Program guidelines (eligibility and the amount per property) will be set before the program starts.

Plans/Studies (if available): Ranking:

Development Agreements:

Operations Impact: None. Patches restore existing pavement; no new assets are added.

Additional Staff:

Outside Funding Available? No

Funding Notes: General Fund, $30,000 in 2027.

Year of Design	n/a	**Year of Estimate**	2026
Year of Construction	2027	**Year of Completion**	2027

Inflation Factor:

Project Cost	**Todays $**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	$ -
Design	-	-	-	-	-	-	-	$ -
Study/Planning	-	-	-	-	-	-	-	$ -
Construction	29,100	-	29,100	-	-	-	-	$ 29,100
Construction Inspection	-	-	-	-	-	-	-	$ -
City Engineer	600	-	600	-	-	-	-	$ 600
Utility Relocation	-	-	-	-	-	-	-	$ -
Land Acquisition	-	-	-	-	-	-	-	$ -
ROW/Easements	-	-	-	-	-	-	-	$ -
Permits	-	-	-	-	-	-	-	$ -
Misc. (Legal, recording fees)	300	-	300	-	-	-	-	$ 300
Contingency	-	-	-	-	-	-	-	$ -
Total Cost	$ 30,000	$ -	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000

Project Financing								
General Fund	$ 30,000	$ -	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000
Other	-	-	-	-	-	-	-	$ -
Total Funding Sources	$ 30,000	$ -	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000

check figures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

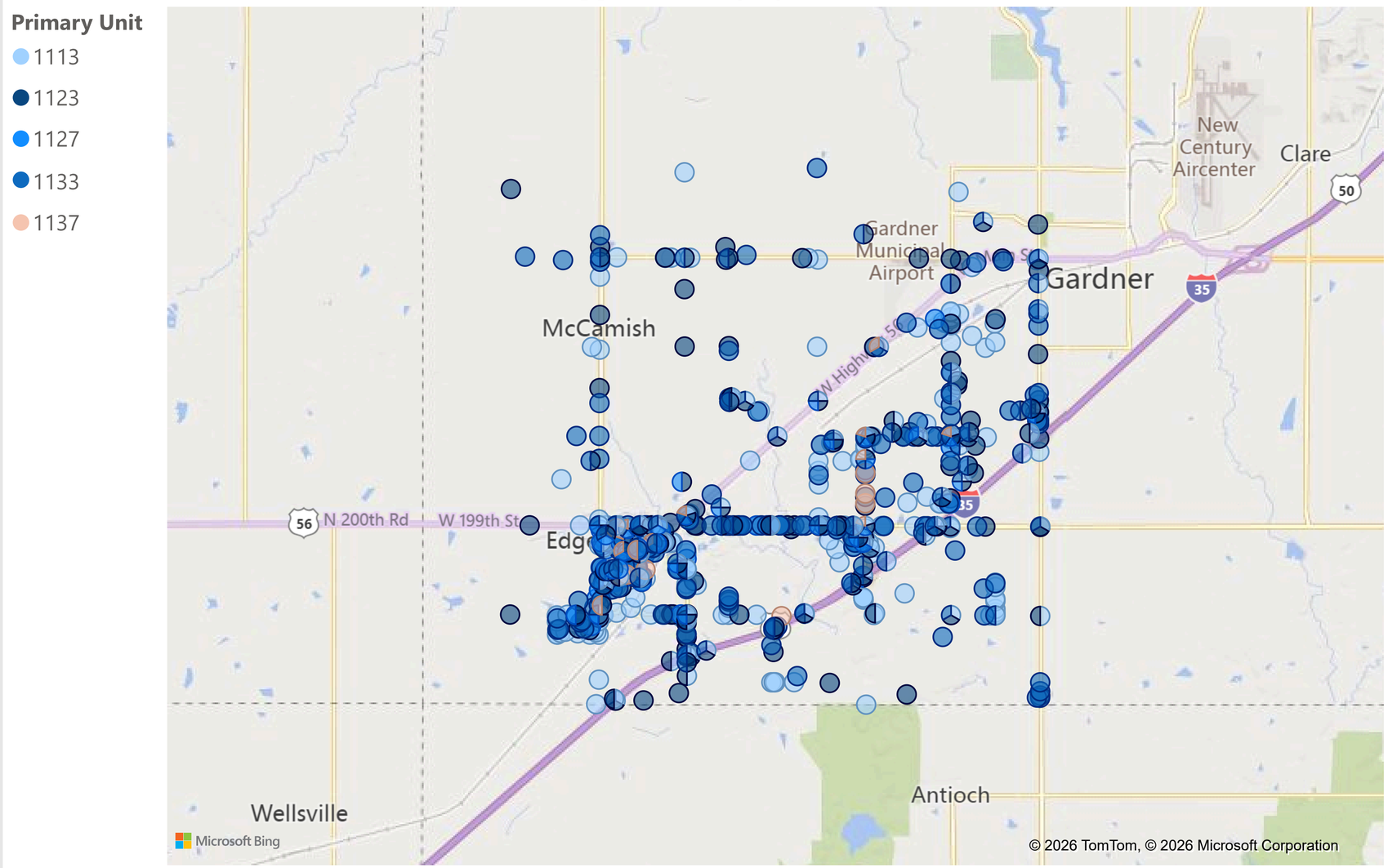
(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

Johnson County Sheriff's Office

Quarterly Report- 2026

EDGERTON
kansas global routes. local roots.

Mapped Activity by Unit



Quarter

1	3
2	4

District Car (Outside)	District Car (Inside)
566	1,034
Activity	Activity

City Car (Outside)	City Car (Inside)
2	105
Activity	Activity

All Activity

1,744

City of Edgerton - 3rd Quarter 2026 Report
General Fund (Unaudited)

	YTD Actual	2026 Budget	% Used	Remaining
Revenues:				
Ad Valorem Tax	$ 3,398,017	$ 3,402,449	99.9%	$ (4,432)
City TIF Increment	$ (68,080)	$ (68,110)	100.0%	$ 30
City RHID Increment	$ (18,665)	$ (18,665)	100.0%	$ -
Delinquent Tax	$ 20,162	$ -	n/a	$ 20,162
Motor Vehicle Tax	$ 47,109	$ 51,689	91.1%	$ (4,580)
Recreational Vehicle Tax	$ 984	$ 730	134.8%	$ 254
16/20M Vehicle Tax	$ 258	$ 141	182.8%	$ 117
Local Alcoholic Liquor Tax	$ 4,647	$ 8,500	54.7%	$ (3,853)
Local Comp Use Tax	$ 364,425	$ 340,000	107.2%	$ 24,425
County Use Tax	$ 134,034	$ 150,000	89.4%	$ (15,966)
Local Sales Tax	$ 627,932	$ 625,000	100.5%	$ 2,932
County Sales Tax	$ 358,730	$ 415,000	86.4%	$ (56,270)
Franchise Tax	$ 112,598	$ 235,000	47.9%	$ (122,402)
Licenses & Permits	$ 839,447	$ 182,528	459.9%	$ 656,920
Charges for Services	$ 160,839	$ 172,876	93.0%	$ (12,037)
Fines & Forfeitures	$ 55,358	$ 100,000	55.4%	$ (44,642)
Miscellaneous	$ 21,078	$ 15,000	140.5%	$ 6,078
Investment Income	$ 76,690	$ 100,000	76.7%	$ (23,310)
Total Revenue	$ 6,135,563	$ 5,712,137	107.4%	$ 423,426
Expenditures:				
General Government	$ 845,818	$ 1,225,182	69.0%	$ 379,364
Law Enforcement	$ 365,418	$ 738,652	49.5%	$ 373,234
Public Works	$ 586,986	$ 847,592	69.3%	$ 260,606
Parks	$ 442,059	$ 624,828	70.7%	$ 182,768
Facilities	$ 317,792	$ 506,089	62.8%	$ 188,297
Fleet Maintenance	$ 56,156	$ 82,272	68.3%	$ 26,116
Community Development	$ 296,103	$ 453,126	65.3%	$ 157,023
Economic Development	$ 554,082	$ 610,291	90.8%	$ 56,209
Information Technology	$ 84,804	$ 118,237	71.7%	$ 33,433
Employee Benefits	$ 548,966	$ 757,378	72.5%	$ 208,412
Total Expenditures	$ 4,098,183	$ 5,963,647	68.7%	$ 1,865,464
Sources Over(Under) Expenditures:	**$ 2,037,380**	**$ (251,509)**		
Other Financing Sources & Uses				
Transfers from Other Funds:				
Transfer from Capital Projects Fund	$ 8	$ -	n/a	$ 8
Transfer from LPKC Ph 1 PIF	$ 302,152	$ 302,152	100.0%	$ -
Transfer from TIF Funds-City TIF Fee	$ 1,446	$ 1,486	97.3%	$ (40)
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-General	$ (125,000)	$ (125,000)	100.0%	$ -
Transfer to Capital Projects Fund	$ (358,583)	$ -	n/a	$ 358,583
Transfer to IT Equipment Reserve-General	$ (40,000)	$ (40,000)	100.0%	$ -
Total Other Financing Sources & Uses	$ (219,976)	$ 138,638		
Beginning Fund Balance	$ 3,170,104	$ 2,467,823		
Estimated Ending Fund Balance		$ 2,354,952		
Unaudited Ending Fund Balance	**$ 4,987,508**			

Reserve Required	
17% of 2026 budgeted expenditures	$ 1,011,270
25% of 2026 budgeted expenditures	$ 1,487,162
Budget Authority	
2026 Budget Authority	$ 8,483,599
Remaining 2026 Budget Authority	$ 4,605,392
% of Budget Authority Used	45.7%

City of Edgerton - 3rd Quarter 2026 Report
Water Fund (Unaudited)

	YTD Actual	2026 Budget	% Used	Remaining
Revenues:				
Charges for Services	$ 528,737	$ 785,369	67.3%	$ (256,632)
Fines & Forfeitures	$ 6,100	$ 8,000	76.2%	$ (1,900)
Miscellaneous	$ 729	$ -	n/a	$ 729
Investment Income	$ 6,709	$ 8,500	78.9%	$ (1,791)
Total Revenue	$ 542,275	$ 801,869	67.6%	$ (259,594)
Expenditures:				
Fleet Maintenance	$ 4,796	$ 8,277	57.9%	$ 3,481
Information Technology	$ 27,417	$ 36,421	75.3%	$ 9,004
Production	$ 166,526	$ 322,900	51.6%	$ 156,374
Distribution	$ 57,959	$ 105,530	54.9%	$ 47,571
Administrative-Water	$ 134,354	$ 201,119	66.8%	$ 66,765
Employee Benefits	$ 34,147	$ 50,156	68.1%	$ 16,009
Debt Service	$ 14,955	$ 14,959	100.0%	$ 4
Total Expenditures	$ 440,154	$ 739,362	59.5%	$ 299,208
Sources Over(Under) Expenditures:	**$ 102,121**	**$ 62,507**		
Transfer from Other Funds				
Transfer from Capital Project Fund	$ -	$ -	n/a	$ -
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Water	$ (30,000)	$ (30,000)	100.0%	$ -
Transfer to Capital Projects Fund	$ -	$ -	n/a	$ -
Transfer to IT Equipment Reserve-Water	$ (10,000)	$ (10,000)	100.0%	$ -
Transfer to Infrastructure Fund-Water	$ (15,000)	$ (15,000)	100.0%	$ -
Total	$ (55,000)	$ (55,000)		
Beginning Fund Balance	$ 374,244	$ 242,199		
Estimated Ending Fund Balance		$ 249,706		
Unaudited Ending Fund Balance	**$ 421,365**			
Reserve Required				
17% of 2026 budgeted expenditures	$ 125,692			
25% of 2026 budgeted expenditures	$ 184,841			
Budget Authority				
2026 Budget Authority	$ 1,044,068			
Remaining 2026 Budget Authority	$ 658,914			
% of Budget Authority Used	36.9%			

City of Edgerton - 3rd Quarter 2026 Report
Sewer Fund (Unaudited)

	YTD Actual	2026 Budget	% Used	Remaining
Revenues:				
Charges for Services	$ 655,742	$ 1,033,692	63.4%	$ (377,950)
Licenses & Permits	$ -	$ 50	0.0%	$ (50)
Fines & Forfeitures	$ 10,261	$ 15,000	68.4%	$ (4,739)
Miscellaneous	$ -	$ -	n/a	$ -
Investment Income	$ 18,806	$ 25,000	75.2%	$ (6,194)
Total Revenue	$ 684,809	$ 1,073,742	63.8%	$ (388,933)
Expenditures:				
Fleet Maintenance	$ 7,629	$ 8,929	85.4%	$ 1,300
Information Technology	$ 32,150	$ 43,421	74.0%	$ 11,271
Treatment Plant	$ 141,755	$ 227,296	62.4%	$ 85,541
Sewer Line Maintenance	$ 1,707	$ 13,200	12.9%	$ 11,493
Lift Stations/Vaults	$ 13,340	$ 34,764	38.4%	$ 21,424
Administrative-Sewer	$ 211,309	$ 345,141	61.2%	$ 133,832
Employee Benefits	$ 65,909	$ 102,988	64.0%	$ 37,079
Debt Service	$ 193,338	$ 193,338	100.0%	$ 1
Total Expenditures	$ 667,137	$ 969,077	68.8%	$ 301,940
Sources Over(Under) Expenditures:	**$ 17,672**	**$ 104,665**		
Transfer from Other Funds:				
Transfer from Capital Projects Fund	$ 13,356	$ -	n/a	$ (13,356)
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Sewer	$ (15,000)	$ (15,000)	100.0%	$ -
Transfer to Capital Projects Fund	$ (50,000)	$ (50,000)	100.0%	$ -
Transfer to IT Equipment Reserve-Sewer	$ (10,000)	$ (10,000)	100.0%	$ -
Transfer to Infrastructure Fund-Sewer	$ (20,000)	$ (20,000)	100.0%	$ -
Total	$ (81,644)	$ (95,000)		
Beginning Fund Balance	$ 1,181,485	$ 883,892		
Estimated Ending Fund Balance		$ 893,557		
Unaudited Ending Fund Balance	**$ 1,117,513**			

Reserve Required	
17% of 2026 budgeted expenditures	$ 164,743
25% of 2026 budgeted expenditures	$ 242,269
Budget Authority	
2026 Budget Authority	$ 1,957,634
Remaining 2026 Budget Authority	$ 1,372,141
% of Budget Authority Used	29.9%

Utilities Quarterly Update

May - September 2026

Water

21,381,322 gallons pumped

0 Main Breaks

0 Failed Tests

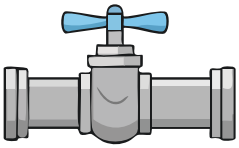
Flushing

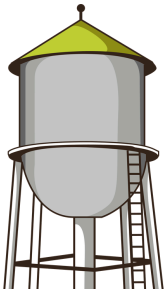
- 392,798 gallons flushed May - September

Testing

- Daily Chlorine
- 10 Bac-T (Ecoli) tests
- 2 S2DBPR completed

6th Street/Edgewood Valve Repaired





Manor Tank interior inspection completed

Locates

288

Locates include water and sewer lines.
Of the 288 locates, 6 were emergency locates.

Service Orders

Nov 1 - Jan 31

52 turn-offs for non-payment

35/19 move-ins/move-outs

27 continuous flow reports

Maintenance Highlights

7	Meter Changeout	**29**	New Meters Installed
23	Meter Maintenance	**10**	Repair/Replace

Compliance

- Utilities Superintendent Mike Mabrey completed training during the Neptune User Conference.
- The City's Utility Department completed EPA Lead and Copper testing and KDHE sanitary inspection

Edgerton Utilities is committed to providing excellent water, wastewater, and stormwater services that ensure the health and safety of our community with a focus on protecting our limited water resources efficiently and effectively for generations to come.

Utilities Quarterly Update

May - September 2026

Sewer

30,839,000
gallons treated

0 Leaks

0 Sanitary Sewer Overflow

The Importance of Regular Maintenance

Each week, crews complete manhole inspections. These inspections can reveal a wide variety of issues within our sewer system. During one inspection this summer, crews discovered a sewer plug. They jetted the plug and three additional lines to clear the debris. This crucial step prevented an overflow and kept residents santitary sewer lines running smoothly.

Plant Maintenance

696,306 gallons of liquid sludge removed

264 tons of dry sludge removed

10+ daily maintenance operations

- Clarifier 1 cleaning conducted monthly

Lift Station Maintenance

- EWWLS -3 inspections/week
- West 8th St LS - Weekly inspection
- Pump Maintenance performed on pumps at EWWLS
- Lift station- W 8th St repair & maintenance

Sewer Jetting Program

Sewer Jetting Program was completed for 2026

New Employee

The Utilities Department filled a vacant position, making the department fully staffed.

NPDES Permit

- Staff renewed our NPDES/ Water Pollution Control permit for the Big Bull Creek Wastewater Treatment Plant. Permits expire every four years. A draft of the permit and public notice is available in City Hall and on the KDHE website.

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Public Works Quarterly Update

July- September 2026

Q3 Highlights

100 tons
Asphalt laid

360 lane miles
Street Sweeping

2,480 linear feet
Ditch Line Digging

95 panels
Sidewalk Repaired

35 cubic yards cleared
ROW Maintenance

20 miles
Gravel Road Maintenance

67 work orders
Other Dept Support

7 calls
On-Call Response

Sign Shop Stats

170 Manufactured Signs

17 Work Orders

7 Full Sign Installs

Programs

- 50% — Crack Sealing Program
- 100% — Sewer Jetting Program
- 100% — Valve Exercising Program
- 100% — Asphalt Maintenance

Fleet

Total Work Orders	51
Urgent Maintenance	5
Emergeny Repairs	2