

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
OCTOBER 23, 2025  
7:00 P.M.**

**Call to Order**

**1. Roll Call**

\_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Lewis \_\_\_\_ Conus \_\_\_\_ Lebakken \_\_\_\_ Malloy

**2. Welcome**

**3. Pledge of Allegiance**

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

4. Approve Minutes from October 9, 2025, Regular City Council Meeting
5. Approve an Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility.
6. Approve an Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Year 2025.
7. Approve Resolution No. 10-23-25A 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.
8. Approve the Acceptance Of Three Permanent Sanitary Sewer Easements Located At On The Go Travel Center, Lots 1A and 1B.
9. Approve a Subrecipient Grant Agreement between Johnson County, Kansas and the City of Edgerton to Accept Funding through a Community Development Block Grant of \$200,000 for the 2025 CDBG – 3rd and Hulett Sanitary Sewer Rehabilitation Project.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**Regular Agenda**

10. **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.
11. **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](mailto:CityClerk@edgertonks.org). Written comments shall include name and address for the record.

**Business Requiring Action**

**12. Consider Amendment to Contract with Combes Construction for Concrete Proposal**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**13. Consider Change Order #1 to SAK Construction, LLC for the 2025 CDBG – 3rd and Hulett Sanitary Sewer Rehabilitation Project in the amount of \$76,860**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**14. Consider Adoption of the 2026-2030 Capital Improvement Program (CIP)**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**15. Consider the Purchase of a Trailer Mounted Generator**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**16. Report by the City Administrator**

- Report on Braun Intertec Evaluation of Concrete Scaling of Exterior Pavement at The Greenspace
- Report on Special Sales Tax
- Third Quarter Financial Report
- Third Quarter Utilities Report
- Third Quarter Community Development Report

**17. Report by the Mayor**

**18. Future Meeting Reminders:**

November 12: Planning Commission Meeting  
November 13: City Council Meeting  
November 27: City Council Meeting - CANCELLED  
December 9: Planning Commission Meeting  
December 11: City Council Meeting  
December 25: City Council Meeting - CANCELLED  
January 8: City Council Meeting  
January 13: Planning Commission Meeting  
January 22: City Council Meeting

**19. Adjourn**

# EVENTS

October 28: Toddler Gym Jam

October 28: Haunt the Halls

October 31: Trunk or Treat

November 4: Culinary Kids – Pumpkin Snickerdoodles

November 7: Charcuterie Board Class

November 8: Food Drive Dodgeball

November 14: Mayor's Christmas Tree Charity Trivia

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**OCTOBER 9, 2025**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas October 9, 2025. The meeting convened at 7:00 PM with City Council 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  
Assistant to the City Administrator, Kara Banks  
Assistant to the City Administrator, Trey Whitaker  
City Clerk, Dusti Callahan  
Public Works Director, Dan Merkh  
CIP Project Manager, Holly Robertson  
City Attorney, Todd Luckman  
Finance Director, Karen Kindle  
Development Services Director, Zach Moore  
Senior Accountant, Justin Vermillion  
Parks and Recreation Director, Levi Meyer  
Construction Inspector, Todd Veeman

**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 11, 2025, Regular City Council Meeting
5. Approve Minutes from September 25, 2025, Regular City Council Meeting
6. Approve the Project Close Out for Glendell Acres Park and Manor Park and Authorize to Transfer Remaining \$8,719 Funds to the General Fund.
7. Approve the Final Acceptance of Phase 1 of the Dwyer Farms Water Connections and Authorize Final Payment to Redford Construction Inc.
8. Approve the Final Acceptance of Contract with Incite Design Studio for the Space Needs Study and Authorize Transfer of Unused Funds to the General Fund.

The provided minutes are a summarization of the official actions and formal decisions of the referenced City Council Meeting. The law does not require meeting minutes to be a full and complete transcription of the meeting. Minutes are retained in accordance with State record retention and archiving laws.

9. Approve the Trails Master Plan
10. Approve the Resolution No. 10-09-25A Establishing Fees and Rates for Permits, Licenses and Services for the City of Edgerton, Kansas.

Councilmember Longanecker moved to approve, seconded by Councilmember Lebakken to approve Items 4 through 10. The motion carried 4-0 by the following vote:

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

### **Regular Agenda**

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

### **12. Public Comments**

Mayor welcome Mr. Bill LaFalce, an Edgerton resident, to proceed with his public comments. Mr. LaFalce wants to wish everyone an early Happy Columbus Day and Happy Italian American Heritage month. He is glad to be a part of the Latin community. He asked Council, for the CIP meeting, to consider all his time and energy pleading his case for his neighborhood to receive funding for stormwater management. It is important as the community grows to address these problems correctly and promptly. He has submitted videos of these concerns to the City and invites all to come to his house and look at the property on a heavy rain to understand the impact of the water. It is important to take care of the community as we are doing with other streets. He is asking to consider revising estimates and the priority. His subdivision is the most expensive but delaying the project only allows it to become much more expensive year after year. If it is mitigated now, it will minimize property damage, increasing values, therefore collecting more taxes. Mayor thanked Mr. LaFalce for coming.

### **Business Requiring Action**

#### **13. CONSIDER A CONTRACT WITH RAFTELIS FOR ASSISTANCE IN RENEWING WATER CONTRACTS WITH MIAMI COUNTY RURAL WATER DISTRICT NO. 2 AND JOHNSON COUNTY RURAL WATER DISTRICT NO. 7**

Public Works Director, Dan Merkh, the City of Edgerton has two options to purchase water: City of Baldwin and Miami County Rural Water District No. 2 (Mi2). The water purchased from Mi2 is transported by Johnson County Water District No. 7 (J7). Last year, the City renewed the contract with City of Baldwin, however contracts for both J7 and Mi2 expire in 2026, one goes with the other. The City of Edgerton uses Raftelis for rate studies and contract negotiations based on their knowledge of water operations. Their assistance was vital during negotiations with the City of Baldwin. Staff requested Raftelis to prepare a scope and fee to assist in the negotiations with Mi2 and J7. The amount is based on an hourly rate with reimbursables for technology and mileage the overall cost is a not-to-exceed amount of

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\$19,550.00. Funding for this work was not included in the 2025 or 2026 operating budgets. Staff have identified a combination of Water Fund remaining 2025 operating budget and unencumbered fund balance to cover the cost of this.

Mayor stated that when Raftelis helped with the Baldwin contract, it straightened out some issues that had been around for many years. He stated the City came away with a much better product that is understandable by everybody and can be used for the future.

Councilmember Lewis asked how long the contract is for the suppliers.

City Administrator Beth Linn answered 40 years.

Mr. Merkh stated this current staff, and Council will likely not see the end of it.

Ms. Linn states this is why it becomes so archaic. It is really good to have that expertise to help us refresh and modernize the calculation pieces. Raftelis does work all over for a wide variety of water systems. They have a very large breath of knowledge about the industry standards in these pieces.

Mayor says the beauty of this is that they see many contracts and so they understand better than most utilities around here.

Councilmember Lewis asked why the city did not budget for Raftelis in the 2025 or 2026 operating budget.

Ms. Linn responded that she did not think we recognized how valuable they would be in the Baldwin process. Staff did not know what we did not know at that moment.

Mr. Lewis states he was curious because he knows we are usually pretty good at staying on top of planning, so he was surprised.

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

**Yes:** Longanecker, Lewis, Conus, Lebakken

**Absent:** Malloy

#### **14. Report by the City Administrator**

City Administrator, Beth Linn, invited CIP Project Manager Holly Robertson to the podium. She stated tomorrow is Holly's last day with the City of Edgerton. She is leaving us to become the Project Manager for the City of Leawood. Ms. Linn stated we are very excited for her, but we want to say a huge thank you for all the work she has done. As you all know, we kind of went over the grant funding we got, two weeks ago. Holly is the person who did the heavy lift for

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that. She leaves big shoes to fill. We are very, very thankful for all that she has done for Edgerton. You will get to see some of the fruits of her labor here in a few minutes.

Mayor stated Holly really dove in deep to work on grants that otherwise we probably would not have applied for at the time, due to moving parts.

Ms. Linn says you know you are winning unexpected grants when people are asking Holly to lead classes to teach others how to win grants. We wish her the best.

Councilmember Lebakken states she will be very missed.

Mayor says if Holly could clone herself, that would be great.

Ms. Robertson replies that maybe there is a grant for that.

#### **15. Report by the Mayor**

No report tonight.

#### **16. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPITION TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR, PUBLIC WORKS DIRECTOR, AND CIP PROJECT MANAGER FOR THE PURPOSES OF CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP (K.S.A. 75-4319(B)(2))**

Councilmember Longanecker moved to approve Item 16 entering Executive Session at 7:14 for 15 minutes, seconded by Councilmember Lebakken. The motion carried 4-0. The open meeting will resume in the Council Chambers.

Councilmember Lewis moved to return to open session with no action being taken. Seconded by councilmember Lebakken. Motion passed unanimously and the open session resumed at 7:30 PM.

#### **17. Future Meeting Reminders**

- October 14: Planning Commission Meeting
- October 23: City Council Meeting & CIP Work Session
- November 13: City Council Meeting
- November 27: City Council Meeting CANCELLED
- December 11: City Council Meeting

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- December 25: City Council Meeting CANCELLED

Mayor would like to remind everyone of the event for Sherriff's Town Hall which will be on Saturday, October 11, 2025, from 10 AM to 12PM at The Greenspace. This is for anyone who would like to address the Sherriff. It is a great opportunity to meet the Sherriff and share any concerns. Senior Lunch on October 15, 2025, will be chili.

### 18. **Adjourn**

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

**Yes:** Longanecker, Lewis, Conus, Lebakken

**Absent:** Malloy

The meeting was adjourned at 7:31 pm.

Submitted by Dusti Callahan, City Clerk.

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## City Council Action Item

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**Council Meeting Date:** October 23, 2025

**Department:** Facilities

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

**Background/Description of Item:**

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

The proposed 2026 Agreement is unchanged from the previous year. A few highlights from the Agreement are summarized below.

- **Communication:** JCL designated separate contact people for any building repairs or maintenance needs vs. scheduling or events.
- **Capital Improvements:** JCL and City agreed to meet at least annually to discuss capital improvement projects. We also agreed to define "significant capital improvements" as described on Exhibit A of the Agreement. This is a Five-Year Capital Improvement Program specific to the Library. This is a great tool for us to jointly prioritize projects and plan for related expenses. Repair of the sanitary sewer service line was the biggest project in 2024, which was completed in conjunction with construction at The Greenspace.
- **Maintenance Items:** The City agreed to respond promptly when advised of needed repairs or service for the Facility, the surrounding grounds, sidewalks, and parking. If the City does not, within a reasonable period of time, respond to the call for repair or services, JCL may undertake such repair or service on its own. The City agreed to reimburse JCL for the reasonable cost of any such repair or service. NOTE: This Section applies to everyday maintenance items and does not apply to significant capital improvements as described in Section Five.
- **Rent:** JCL agreed to pay rent of \$1500 per month.

The Agreement was reviewed, and approved, by the City Attorney. Any changes will be reviewed during City Council meeting.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

x *Karen E. Kindle*

**Finance Director Approval:** Karen Kindle, Finance Director

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

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

**Prepared by:** Levi Meyer, Parks and Recreation Director

## **FACILITY USE AND MAINTENANCE AGREEMENT**

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this \_\_\_\_\_ day of October, 2025, between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library (JCL). The parties agree as follows:

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

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

### **SECTION THREE: CITY'S RESPONSIBILITIES**

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall, at its sole expense, maintain the Facility and the Library Site for use by JCL. The City warrants that the Facility and the Library Site will be maintained in a manner that assures that the Facility and the Library Site will be in compliance with all federal, state, county, and city laws and building and zoning codes, and that the City will, at its sole expense, bring the Facility or Library Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.
2. Signage. The City agrees that JCL shall continue to be permitted to place appropriate signs on the exterior of the Facility identifying the library, subject to City zoning and building codes.
3. Maintenance of the Facility. The City agrees that it will, at its sole expense, maintain the grounds and sidewalk surrounding the Facility; mow the grass; remove snow and ice from parking and sidewalk areas around the Facility; maintain all electrical, plumbing, mechanical, heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Facility in a manner that makes the Facility safe and free of hazards for use by JCL patrons; arrange for pest and insect control; and, subject to the terms of section 5.3 below on significant capital improvements, arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by JCL patrons and the citizens of Edgerton.

### **SECTION FOUR: JCL'S RESPONSIBILITIES**

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

2. Library Operations. During the term of this Agreement, JCL shall operate the hours of the library as determined by JCL with no prior approval from the City. The City, however, may recommend changes to the operational hours of the library, and JCL agrees to reasonably consider such recommendations.
3. Usage of Facilities for City Functions. JCL agrees to allow the City to use the Facility for City functions upon reasonable notice, and in the event the Facility is not otherwise reserved for use by another party during regular library hours of service.
4. Usage and Maintenance Fee. JCL agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of \$1,500.00 per month. The Fee shall be paid monthly by the first day of each month.
5. Security. JCL shall be solely responsible for securing the Library Site and safeguarding JCL materials used in the operation of the public library at the Library Site. The City agrees all such security measures are the sole prerogative of JCL. JCL will provide the City with appropriate keys should locks or automated access be changed.
6. Maintenance of Library Site and Payment of Utilities. JCL agrees to maintain and keep in good repair the Library Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Library Site and to make all payments due for utilities used for the Library Site in a timely manner.

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

1. The Library designates the Building Maintenance Engineer to be the contact for the City to discuss repairs or building maintenance needs. Requests for repairs will come from this designee.
2. The Library designates the Branch Manager of Gardner, Edgerton, and Spring Hill Libraries to be the contact for events, requests to use the Facility, or other non-maintenance related issues.
3. The Library and the City agree that they will undertake certain significant capital improvements that must be made to the Facility to keep it in good repair. For purposes of this Agreement, the Library and the City agree that "significant capital improvements" are defined to be those capital improvement projects identified in the Library Capital Improvement Program attached to this Agreement in Exhibit A. The Library and the City agree to (a) a one-time cost-share of the expenses in order to make significant capital improvements for items listed at Funded Projects on Exhibit A and (b) meet and confer regularly to reach agreement on the timetable for making the significant capital improvements listed as Unfunded Project on Exhibit A.
4. The Library and the City agree to meet once per year (in the spring) to discuss the condition of the building, plans for capital expenses, and the overall agreement.

## **SECTION SIX: FAILURE TO MAKE REPAIRS**

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

## **SECTION SEVEN: TERM**

The term of this Agreement shall be one year beginning January 1, 2026 through December 31, 2026, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

## **SECTION EIGHT: INSURANCE AND HOLD HARMLESS**

1. City's Insurance. The City shall maintain commercial general liability insurance for the Facility in the amount of at least \$500,000 per occurrence. Such insurance shall include provisions providing for the City to indemnify, defend, and hold JCL harmless for all loss that may occur or be claimed on or about The Facility resulting from the City's acts or omissions, or of its agents or employees. The City also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on any personal property used, stored, or kept at The Facility by the City. The City agrees to furnish JCL with certificates of insurance reflecting the above requirements.
2. JCL's Insurance. JCL shall maintain commercial general liability insurance for such premises and its operations at the Facility in the amount of at least \$500,000 per occurrence, and shall name City as an additional insured. Such insurance shall also include provisions providing for JCL to indemnify, defend, and hold City harmless for all loss that may occur or be claimed on or about The Facility resulting from JCL's acts or omissions, or the acts or omissions of its agents, employees, or invitees. JCL also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on its personal property used, stored, or kept at The Facility. JCL agrees to furnish City with certificates of insurance reflecting the above requirements, or to provide certification that all such requirements are being met through insurance provided on behalf of JCL by Johnson County Risk Management.
3. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an

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

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

**IN WITNESS WHEREOF**, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON  
COUNTY LIBRARY

\_\_\_\_\_  
Donald Roberts, Mayor

\_\_\_\_\_  
Jeffery Mendoza, Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Dusti Callahan, City Clerk

\_\_\_\_\_  
David Simms, Vice Chair

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Todd Luckman, City Attorney

\_\_\_\_\_  
Andrew V. Logan, Jr., Attorney

## Exhibit A

**City of Edgerton  
Library Capital Improvement Program  
2026-2030**

### COMPLETED PROJECTS

JCL Priority	Project Name	Project Description	CIP Budget	City Funding	JCL Funding	Anticipated Start	Anticipated Complete
1	Sanitary Sewer Service Line Repair	Rehabilitation of sanitary sewer service line from Bank of Knowledge to the main. Also replaced concrete on majority of rear parking lot	\$ 19,699	\$ 19,699	\$ -	<b>Apr-24</b>	<b>COMPLETE</b>
NA	Concrete aggregate	As part of sewer project, City requested the installation of aggregate concrete surface near book drop to replace poor landscaping.	\$ -	\$ 2,785	\$ -	<b>Apr-24</b>	<b>COMPLETE</b>
<b>TOTAL</b>			<u>\$ 19,699</u>	<u>\$ 22,484</u>	<u>\$ -</u>		

### FUNDED PROJECTS

JCL Priority	Project Name	Project Description	CIP Budget	City Funding	JCL Funding	Anticipated Start	Anticipated Complete

### Unfunded Projects

JCL Priority	Project Name	Project Description	Estimated Cost
1	South Patio	Monitor and evaluate for continued settlement or tripping hazards.	unknown
2	Sidewalk Repair	Repair and/or grind sidewalk at bottom of SW entrance stair to eliminate trip hazard	unknown
3	Downspouts at South façade	Install collector boots/fittings on the downspouts along the South/SW side of the building to ensure all roof water is directed through the sub-grade piping.	unknown
4	Repair drain pipe from SE patio	Repair or replace the PVC pipe drain coming out of the patio on the South side to prevent water leak down the foundation wall	unknown
5	HVAC	Replace aging HVAC system for the building. Requested 07/2025	\$ 22,000
6	Flooring	Replace aging carpet/flooring for the building. Requested 07/2025	\$ 22,000

## City Council Action Item

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**Council Meeting Date:** October 23, 2025

**Department:** Administration

**Agenda Item: Consider an Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Year 2025**

**Background/Description of Item:**

In 2024, City Staff conducted a Request for Proposals (RFP) for Audit Services. The City of Edgerton selected Varney & Associates, CPAs, LLC, to perform the annual audit of the City's financial statements. In October 2024, Council approved a three-year agreement with Varney & Associates to audit the financial statements for fiscal years 2024, 2025 and 2026 for a flat fee per year of \$9,500. If required, a Single Audit will also be completed for an additional fee of \$4,500. Attached is the engagement letter for the 2025 audit. The Audit Fee and Single Audit fee were included in the 2025 Budget.

The engagement letter is pending review and approval by City Attorney.

**Related Ordinance(s) or Statue(s):** K.S.A. 44-1030

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**Funding Source:** General Fund, Water Fund, Sewer Fund

**Budget Allocated:** \$14,000 divided between the General Fund, Water Fund and Sewer Fund.

**Finance Director Approval:**   
x Karen Kindle, Finance Director

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**Recommendation: Approve the Engagement Letter with Varney & Associates, CPAs, LLC, to prepare the City's Financial Audit for Fiscal Year 2025.**

**Enclosed:** 2025 Engagement Letter with Varney & Associates, CPAs, LLC

**Prepared by:** Justin Vermillion, Sr. Accountant





September 24, 2025

City of Edgerton, Kansas  
PO Box 255  
Edgerton, KS 66021

You have requested that we audit the basic financial statement of City of Edgerton, Kansas, which comprise the fund summary statement of regulatory receipts, expenditures and unencumbered cash balances as of and for the year ended December 31, 2025, and the related notes to the financial statement. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statement as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Kansas Municipal Audit and Accounting Guide* (KMAAG) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

*The Kansas Municipal Audit and Accounting Guide* (KMAAG) requires that certain regulatory-required schedules be presented to supplement the financial statement. Such information, although not a part of the financial statement, is required by the Director of Accounts and Reports, Department of Administration of the State of Kansas, who considers it to be an essential part of financial reporting for placing the financial statement in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Summary of Expenditures – Actual and Budget
- Schedule of Receipts and Expenditures – Actual and Budget

#### **Auditor Responsibilities**

We will conduct our audit in accordance with GAAS and KMAAG. As part of our audit, we exercise the professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

**Auditor Responsibilities (Continued)**

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statement that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement, including the disclosures, and whether the financial statement represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about City of Edgerton, Kansas’s ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and KMAAG.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

**Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of City of Edgerton, Kansas’s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

**Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statement in accordance with KMAAG, a regulatory basis of accounting;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statement that is free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statement such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit; and
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor’s report in any document containing the financial statement that indicates that the financial statement has been audited by the entity’s auditor;

**Management Responsibilities (Continued)**

5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statement as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statement, or if the supplementary information will not be presented with the audited financial statement, to make the audited financial statement readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

**Reporting**

We will issue a written report upon completion of our audit of City of Edgerton, Kansas's basic financial statement. Our report will be addressed to the governing body of City of Edgerton, Kansas. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

**Nonattest Services**

With respect to any nonattest services we perform:

At the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by management.
- Assist in preparation of the financial statement as of and for the year ended December 31, 2025.

We will not assume management responsibilities on behalf of City of Edgerton, Kansas. However, we will provide advice and recommendations to assist management in performing its responsibilities.

City of Edgerton, Kansas's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

### **Nonattest Services (Continued)**

Our responsibilities and limitations of the engagement are as follows:

- This engagement is limited to the accounting services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries. Our firm will advise City of Edgerton, Kansas with regard to tax positions taken in the preparation of the tax return, but City of Edgerton, Kansas must make all decisions with regard to those matters.

### **Other**

We have identified the following significant risk as part of our audit planning: management override of controls - in all cases, audit standards require us to treat the potential for management override of controls as a significant risk during planning. Audit standards have concluded that since management is in a unique position to perpetrate fraud because of management's ability to manipulate accounting records and prepare fraudulent financial statement by overriding controls that otherwise appear to be operating effectively. We will design and perform procedures to address this risk during our audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statement and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of the audited financial statement, including the financial statement published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Our fees are based on the amount of time required at various levels of responsibility. We estimate that our fee for the audit will not exceed \$9,500. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Edgerton, Kansas's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature. If a Single Audit is Required, there would be an additional fee of \$4,500.

September 24, 2025  
City of Edgerton, Kansas  
Page five

The audit documentation for this engagement is the property of Varney & Associates, CPAs, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Varney & Associates, CPAs, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statement of which you may become aware during the period from the date of the auditor's report to the date the financial statement is issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statement including our respective responsibilities. We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Please ensure that the governing body receives a copy of this engagement letter.

September 24, 2025  
City of Edgerton, Kansas  
Page six

Sincerely,

*Vayne & Associates, CPAs, LLC*

Certified Public Accountants  
Manhattan, Kansas

**RESPONSE:**

This letter correctly sets forth our understanding of City of Edgerton, Kansas.

Acknowledged, agreed and shared with governing body on behalf of City of Edgerton, Kansas by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## City Council Action Item

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**Council Meeting Date:** October 23, 2025

**Department:** Administration

**Agenda Item: Consider Resolution No. 10-23-25A 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**

**Background/Description of Item:**

Each year the City of Edgerton requests that the financial statements and financial reports of the City of Edgerton for the year ending December 31<sup>st</sup> be prepared in compliance with the cash basis and budget laws of the State of Kansas, and requests waiver of the requirements of K.S.A. 75-1120a(a).

K.S.A. 75-1120a(a) is the uniform system of fiscal procedure, accounting and reporting for municipalities. It requires the use of Generally Accepted Accounting Principles (GAAP). The Governing Body can, by resolution, each year make a finding that the financial statements and financial reports prepared in conformity with the requirements of GAAP are of no significant value to the Governing Body or members of the general public of the municipality. The Governing Body can then request a waiver from the Director of Accounts and Reports to prepare the City's financial statement on the basis of the cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

Another requirement to receive the waiver is that the City of Edgerton may not have any bond ordinances or other ordinances or resolutions which require financial statements or reports to be prepared in conformity with K.S.A. 75-1120a(a). The City of Edgerton currently does not have any such ordinances or resolutions.

**Related Ordinance(s) or Statue(s):** K.S.A. 75-1120a

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**Funding Source:** n/a

**Budget Allocated:** n/a

**Finance Director Approval:**  Karen Kindle, Finance Director

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**Recommendation: Approve Resolution 10-23-25A 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**

**Enclosed:** Resolution 10-23-25A

**Prepared by:** Justin Vermillion, Sr. Accountant

**RESOLUTION NO. 10-23-25A**

**A RESOLUTION 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**

**WHEREAS**, the City of Edgerton, Kansas, prepares its financial statements and financial reports for the year ending December 31, 2025 to be prepared in conformity with the cash basis and budget laws of this state; and

**WHEREAS**, K.S.A. 75-1120a (a) requires the financial statements be prepared in conformity with Generally Accepted Accounting Principles; and

**WHEREAS**, K.S.A. 75-1120a (a) the governing body, by resolution, annually shall make a finding that financial statements and financial reports prepared in conformity with the requirements of subsection (a) are not relevant to the requirements of the cash-basis and budget laws of this state and are of no significant value to the governing body or members of the general public of the municipality; and

**WHEREAS**, there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K. S. A. 75-1120a (a) for the year ending December 31, 2025.

**NOW, THEREFORE BE IT RESOLVED**, by the Governing Body of the City of Edgerton, Kansas, in regular meeting, duly assembled, that the Director of Accounts and Reports waive the requirements of K. S. A. 75-1120a (a) as they apply to the City of Edgerton, Kansas for the year ending December 31, 2025.

**BE IT FURTHER RESOLVED** that the Governing Body shall cause the financial statements and financial reports of the City of Edgerton to be prepared on the basis of cash receipts and disbursements, as adjusted, to show compliance with the cash basis and budget laws of this State.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 23rd DAY OF OCTOBER, 2025.

ATTEST:

**CITY OF EDGERTON, KANSAS**

\_\_\_\_\_  
Dusti Callahan, City Clerk

By: \_\_\_\_\_  
Donald Roberts, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
TODD LUCKMAN for

Stumbo Hanson, LLP, City Attorneys

## City Council Action Item

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**Council Meeting Date:** October 23, 2025

**Department:** Community Development & Public Works

**Agenda Item: Consider Acceptance Of Three Permanent Sanitary Sewer Easements Located At On The Go Travel Center, Lots 1A and 1B.**

**Background/Description of Item:**

A Lot Split Survey to divide Lot 1 of the On the Go Travel Center Plan was approved by the City on November 18, 2024 and was recorded with Johnson County on November 20, 2024. At the time the property was divided, the public sewer main did not extend to the newly created Lot 1A, as is required by the City's Code. Staff approved the Lot Split with a stipulation that the required infrastructure would be in place within one (1) year of recording. These three (3) easements will accommodate the future construction of the sewer main as well as allow the City the ability to repair, replace, and maintain the sewer line in the future.

Staff recommends acceptance of these easements pending the City Attorney's review.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approve The Acceptance Of Three Permanent Sanitary Sewer Easements Located At On The Go Travel Center, Lots 1A and 1B.**

**Enclosed:** Three (3) Draft Permanent Sanitary Sewer Easements

**Prepared by:** Zachary Moore, Development Services Director



City Project No. \_\_\_\_\_  
Project Name: On The Go Travel Center – Phase 2  
Parcel No. BP69000000 0001A  
(Trust)

**PERMANENT SANITARY SEWER EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **KB Edgerton DST**, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE  
GRANT OF PERMANENT EASEMENT

In consideration of \_\_\_\_\_ and No/100 Dollar (\$929), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO  
AND BY REFERENCE MADE A PART HEREOF.

Legal Description:

All that part of Lot 1A, as shown on the Lot Split Survey, recorded in the Johnson County Register of Deeds Office, in Book 202411 at Page 004245, in the City of

Edgerton, Johnson County, Kansas, being more particularly described by Phelps Engineering, Inc., CLS-82, on September 3, 2025, for project 240838, as follows:

Beginning at the Southeast corner of said Lot 1A; thence S 88°12'40" W, along the South line of said Lot 1A, a distance of 5.00 feet; thence N 1°47'20" W, a distance of 23.75 feet; thence N 88°12'40" E, a distance of 5.00 feet, to a point on the East line of said Lot 1A; thence S 1°47'20" E, along the East line of said Lot 1A, a distance of 23.75 feet, to the Point of Beginning, containing 119 square feet, more or less.

SECTION TWO  
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of sanitary sewer lines and appurtenance constructed pursuant to this instrument.

SECTION THREE  
ADDITIONAL RIGHTS OF GRANTEE

(1) Grantee shall have the right to install additional sanitary sewer line(s) or replace said line(s) with a larger line in the described easement at some future date and under the same conditions as the sanitary sewer line was installed, except no additional payment shall be made for the purchase of said right.

(2) Grantee and its employees shall have free access to the sanitary sewer line, using such reasonable route as Grantor may designate or approve.

(3) In the exercise of the rights granted under this Easement, Grantee shall have the further right to trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing material on the easement area now or in the future, whenever in Grantee's judgment, such items will interfere with access to the sanitary sewer line. All excavation shall be completely filled and sufficiently tamped to an appropriate elevation to prevent settling, with grass areas reseeded or cultivated established lawns resodded without the obligation of subsequent maintenance. All surplus soil, rock and debris shall be removed by Grantee within a reasonable time following the completion of any activity by Grantee unless otherwise agreed to by Grantor.

SECTION FOUR  
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION FIVE  
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**GRANTOR:**

KB Edgerton, DST \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Property Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different from property address): \_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_

2025, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) of

KB Edgerton, DST.

\_\_\_\_\_  
(Signature of notarial officer)

(Seal, if any)

\_\_\_\_\_  
Title (and Rank)

[My appointment expires: \_\_\_\_\_

**GRANTEE:**

**CITY OF EDGERTON, KANSAS,**  
A Municipal Corporation

By: \_\_\_\_\_  
Beth Linn, City Administrator

ATTEST:

(SEAL)

\_\_\_\_\_  
City Clerk

**ACKNOWLEDGMENT**

State of Kansas

County of Johnson

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
2025, by Beth Linn of The City of Edgerton, Kansas.

(Seal)

\_\_\_\_\_  
Notary Public

[My appointment expires: \_\_\_\_\_]

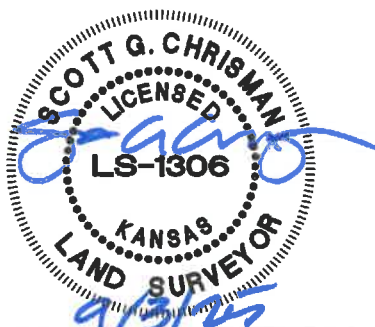
**EXHIBIT "A"**  
**SANITARY SEWER EASEMENT**  
**PART OF LOT 1A, ON THE GO TRAVEL CENTER, LOTS 1A AND 1B,**  
**IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS.**

DESCRIPTION:

All that part of Lot 1A, as shown on the Lot Split Survey, recorded in the Johnson County Register of Deeds Office, in Book 202411 at Page 004245, in the City of Edgerton, Johnson County, Kansas, being more particularly described by Phelps Engineering, Inc., CLS-82, on September 3, 2025, for project 240838, as follows:

Beginning at the Southeast corner of said Lot 1A; thence S 88°12'40" W, along the South line of said Lot 1A, a distance of 5.00 feet; thence N 1°47'20" W, a distance of 23.75 feet; thence N 88°12'40" E, a distance of 5.00 feet, to a point on the East line of said Lot 1A; thence S 1°47'20" E, along the East line of said Lot 1A, a distance of 23.75 feet, to the Point of Beginning, containing 119 square feet, more or less.

I HEREBY CERTIFY THAT THIS REAL  
PROPERTY LEGAL DESCRIPTION HAS  
BEEN PREPARED BY ME OR UNDER  
MY RESPONSIBLE CHARGE.



BY: \_\_\_\_\_  
SCOTT G. CHRISMAN, KS. LS-1306



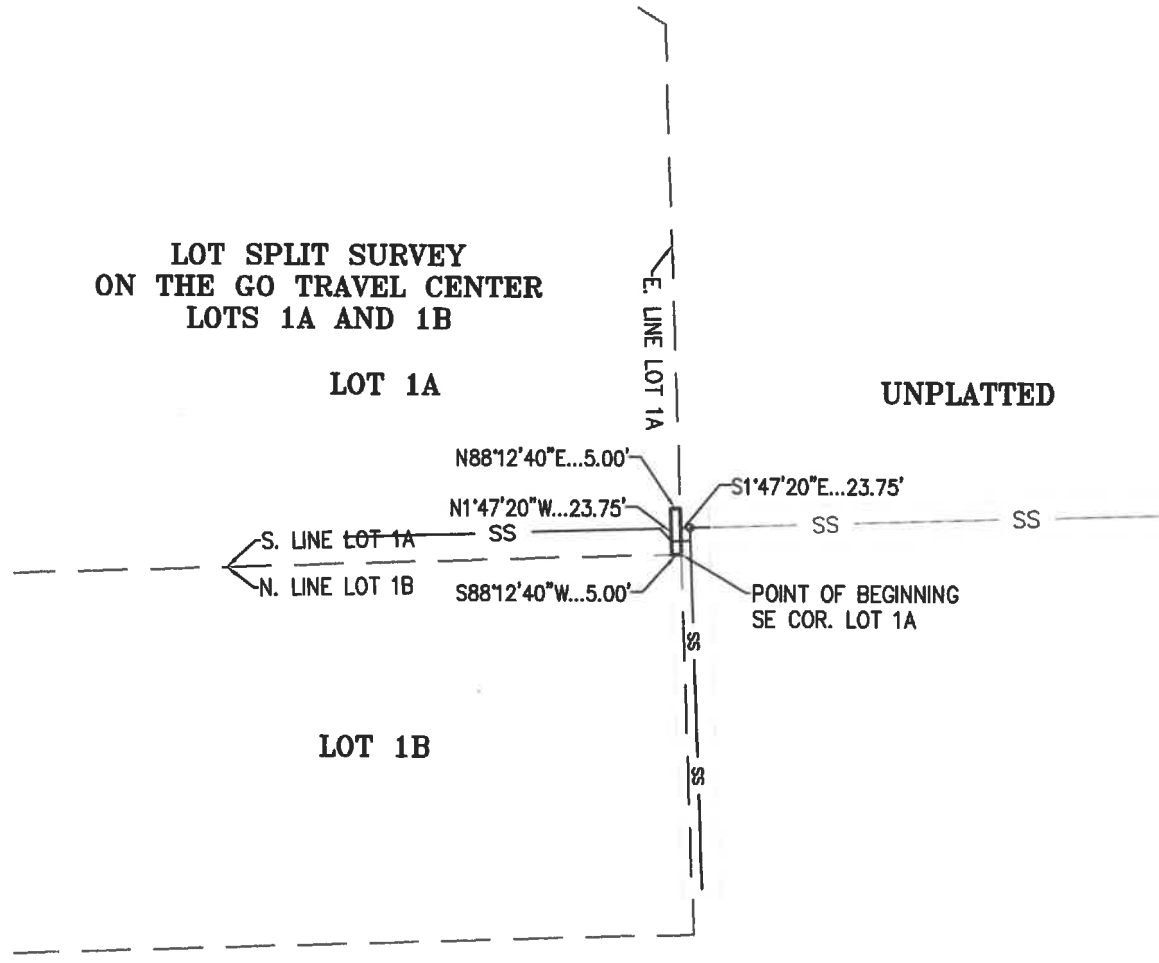
PLANNING  
ENGINEERING  
IMPLEMENTATION

PHELPS ENGINEERING, INC (913) 393-1155  
1270 N. Winchester Fax (913) 393-1166  
Olathe, Kansas 66061 www.phelpsengineering.com

CERTIFICATE OF AUTHORIZATION KANSAS LAND  
SURVEYING - LS-82  
ENGINEERING - E-391  
CERTIFICATE OF AUTHORIZATION MISSOURI  
LAND SURVEYING-2007001128  
ENGINEERING-2007005058

PROJECT NO. 240838  
DATE: 9/3/25  
BY: DAG

**EXHIBIT "A"**  
**SANITARY SEWER EASEMENT**  
**PART OF LOT 1A, ON THE GO TRAVEL CENTER, LOTS 1A AND 1B,**  
**IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS.**



SCALE: 1"=100'  
 0' 100'

I HEREBY CERTIFY THAT THIS REAL  
 PROPERTY LEGAL DESCRIPTION HAS  
 BEEN PREPARED BY ME OR UNDER  
 MY RESPONSIBLE CHARGE.



BY: SCOTT G. CHRISMAN, KS. LS-1306

	PLANNING ENGINEERING IMPLEMENTATION	<b>PHELPS ENGINEERING, INC</b> 1270 N. Winchester Olathe, Kansas 66061	(913) 393-1155 Fax (913) 393-1166 <a href="http://www.phelpsengineering.com">www.phelpsengineering.com</a>	CERTIFICATE OF AUTHORIZATION KANSAS LAND SURVEYING - LS-82 ENGINEERING - E-391 CERTIFICATE OF AUTHORIZATION MISSOURI LAND SURVEYING-2007001128 ENGINEERING-2007005058	PROJECT NO. 240838 DATE: 9/3/25 BY: DAG
--	---	--	--	--	---

City Project No. \_\_\_\_\_  
Project Name: On The Go Travel Center – Phase 2  
Parcel No. BP69000000 0001  
(Corporation)

**PERMANENT SANITARY SEWER EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between My Store III, Inc., a Kansas corporation, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE  
GRANT OF PERMANENT EASEMENT

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to the Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO  
AND BY REFERENCE MADE A PART HEREOF.

Legal Description:

All that part of Lot 1B, as shown on the Lot Split Survey, recorded in the Johnson County Register of Deeds Office, in Book 202411 at Page 004245, in the City of

Edgerton, Johnson County, Kansas, being more particularly described by Phelps Engineering, Inc., CLS-82, on September 3, 2025, for project 240838, as follows: Beginning at the Northeast corner of said Lot 1B; thence S 1°47'20" E, along the East line of said Lot 1B, a distance of 179.25 feet; thence S 88°12'40" W, a distance of 5.00 feet; thence N 1°47'20" W, a distance of 179.25 feet to a point on the North line of said Lot 1B; thence N 88°12'40" E, along the North line of said Lot 1B, a distance of 5.00 feet, to the Point of Beginning, containing 896 square feet, more or less.

SECTION TWO  
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of sanitary sewer lines and appurtenance constructed pursuant to this instrument. Grantor further agrees that it will not change the grade of the area within the Permanent Easement without the approval of the City.

SECTION THREE  
ADDITIONAL RIGHTS OF GRANTEE

(1) Grantee shall have the right to install additional sanitary sewer line(s) or replace said line(s) with a larger line in the described easement at some future date and under the same conditions as the sanitary sewer line was installed, except no additional payment shall be made for the purchase of said right.

(2) Grantee and its employees shall have free access to the sanitary sewer line, using such reasonable route as Grantor may designate or approve.

(3) In the exercise of the rights granted under this Easement, Grantee shall have the further right to trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing material on the easement area now or in the future, whenever in Grantee's judgment, such items will interfere with access to the sanitary sewer line. All excavation shall be completely filled and sufficiently tamped to an appropriate elevation to prevent settling, with grass areas reseeded or cultivated established lawns resodded without the obligation of subsequent maintenance. All surplus soil, rock and debris shall be removed by Grantee within a reasonable time following the completion of any activity by Grantee unless otherwise agreed to by Grantor.

SECTION FOUR  
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION FIVE  
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**GRANTOR:**

My Store III, Inc.

By: \_\_\_\_\_

Printed Name: Moussa Sobaiti

Title: President

Property Address:  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
2025, by Moussa Sobaiti as President of My Store III, Inc.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My appointment expires: \_\_\_\_\_]

**GRANTEE:**

**CITY OF EDGERTON, KANSAS,**  
A Municipal Corporation

By: \_\_\_\_\_  
Beth Linn, City Administrator

ATTEST:

(SEAL)

\_\_\_\_\_  
City Clerk

**ACKNOWLEDGMENT**

State of Kansas

County of Johnson

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
2025, by Beth Linn of The City of Edgerton, Kansas.

(Seal)

\_\_\_\_\_  
Notary Public

[My appointment expires: \_\_\_\_\_]

**EXHIBIT "A"**  
**SANITARY SEWER EASEMENT**  
**PART OF LOT 1B, ON THE GO TRAVEL CENTER, LOTS 1A AND 1B,**  
**IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS.**

**DESCRIPTION:**


All that part of Lot 1B, as shown on the Lot Split Survey, recorded in the Johnson County Register of Deeds Office, in Book 202411 at Page 004245, in the City of Edgerton, Johnson County, Kansas, being more particularly described by Phelps Engineering, Inc., CLS-82, on September 3, 2025, for project 240838, as follows:

Beginning at the Northeast corner of said Lot 1B; thence S 1°47'20" E, along the East line of said Lot 1B, a distance of 179.25 feet; thence S 88°12'40" W, a distance of 5.00 feet; thence N 1°47'20" W, a distance of 179.25 feet to a point on the North line of said Lot 1B; thence N 88°12'40" E, along the North line of said Lot 1B, a distance of 5.00 feet, to the Point of Beginning, containing 896 square feet, more or less.

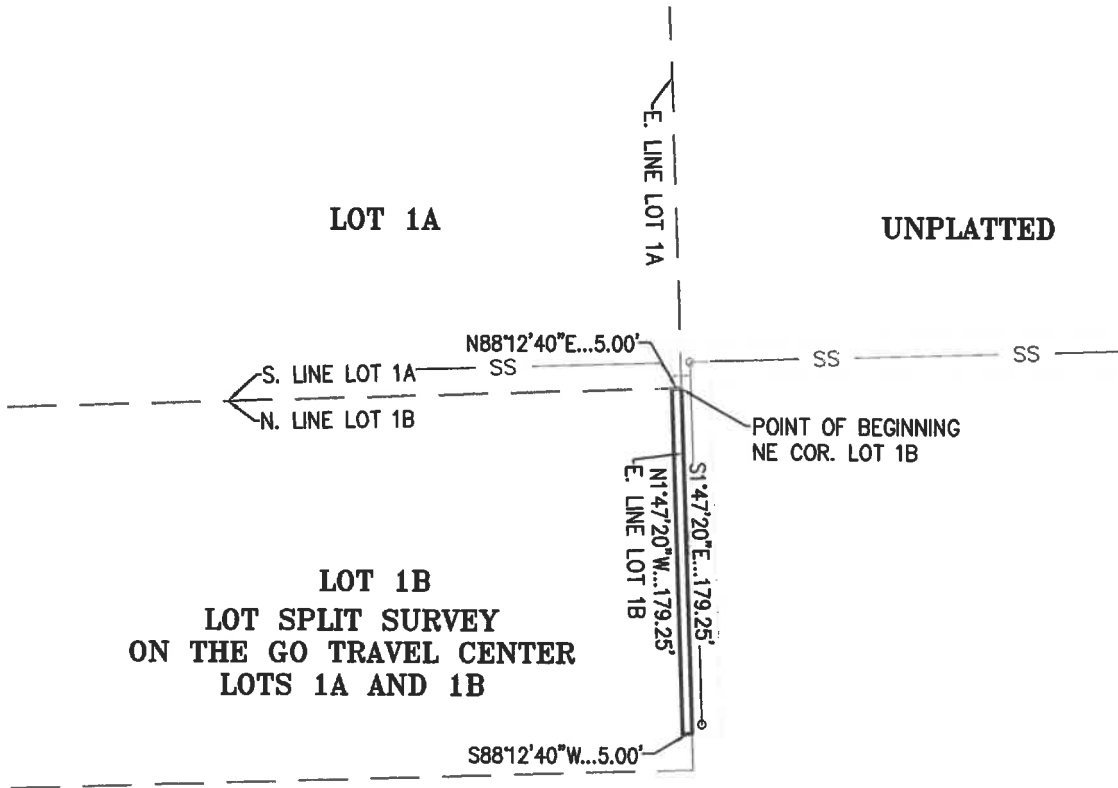
I HEREBY CERTIFY THAT THIS REAL PROPERTY LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE.



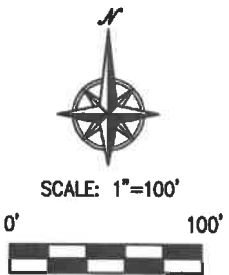
BY: \_\_\_\_\_  
 SCOTT G. CHRISMAN, KS. LS-1306

	PLANNING ENGINEERING IMPLEMENTATION	PHELPS ENGINEERING, INC (913) 393-1155 1270 N. Winchester Fax (913) 393-1166 Olathe, Kansas 66061 www.phelpsengineering.com	CERTIFICATE OF AUTHORIZATION KANSAS LAND SURVEYING - LS-82 ENGINEERING - E-391 CERTIFICATE OF AUTHORIZATION MISSOURI LAND SURVEYING-2007001128 ENGINEERING-2007005058	PROJECT NO. 240838 DATE: 9/3/25 BY: DAG
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**EXHIBIT "A"**  
**SANITARY SEWER EASEMENT**  
**PART OF LOT 1B, ON THE GO TRAVEL CENTER, LOTS 1A AND 1B,**  
**IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS.**



I HEREBY CERTIFY THAT THIS REAL PROPERTY LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE.



BY: \_\_\_\_\_  
 SCOTT G. CHRISMAN, KS. LS-1306

	PHELPS ENGINEERING, INC (913) 393-1155 ENGINEERING 1270 N. Winchester Fax (913) 393-1166 IMPLEMENTATION Olathe, Kansas 66061 www.phelpsengineering.com	CERTIFICATE OF AUTHORIZATION KANSAS LAND SURVEYING - LS-82 PROJECT NO. 240838 ENGINEERING - E-391 DATE: 9/3/25 CERTIFICATE OF AUTHORIZATION MISSOURI LAND SURVEYING-2007001128 BY: DAG ENGINEERING-2007005058
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City Project No. \_\_\_\_\_  
Project Name: On The Go Travel Center – Phase 2  
Parcel No. BF221510-1005  
(Corporation)

**PERMANENT SANITARY SEWER EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between My Store III, Inc., a Kansas corporation, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE  
GRANT OF PERMANENT EASEMENT

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to the Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO  
AND BY REFERENCE MADE A PART HEREOF.

Legal Description:

All that part of the Northwest Quarter of Section 10, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, being more

particularly described by Phelps Engineering, Inc., CLS-82, on September 3, 2025, for project 240838, as follows:

Beginning at the Northeast corner of Lot 1B, as shown on the Lot Split Survey, recorded in the Johnson County Register of Deeds Office, in Book 202411 at Page 004245, in the City of Edgerton, Johnson County, Kansas; thence N 1°47'20" W, along the East line of Lot 1A of said Lot Split Survey, a distance of 23.75 feet; thence N 88°12'40" E, a distance of 15.00 feet; thence S 1°47'20" E, a distance of 203.00 feet; thence S 88°12'40" W, a distance of 15.00 feet to a point on the East line of said Lot 1B; thence N 1°47'20" W, along the East line of said Lot 1B, a distance of 179.25 feet, to the Point of Beginning, containing 3,045 square feet, more or less.

SECTION TWO  
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of sanitary sewer lines and appurtenance constructed pursuant to this instrument. Grantor further agrees that it will not change the grade of the area within the Permanent Easement without the approval of the City.

SECTION THREE  
ADDITIONAL RIGHTS OF GRANTEE

(1) Grantee shall have the right to install additional sanitary sewer line(s) or replace said line(s) with a larger line in the described easement at some future date and under the same conditions as the sanitary sewer line was installed, except no additional payment shall be made for the purchase of said right.

(2) Grantee and its employees shall have free access to the sanitary sewer line, using such reasonable route as Grantor may designate or approve.

(3) In the exercise of the rights granted under this Easement, Grantee shall have the further right to trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing material on the easement area now or in the future, whenever in Grantee's judgment, such items will interfere with access to the sanitary sewer line. All excavation shall be completely filled and sufficiently tamped to an appropriate elevation to prevent settling, with grass areas reseeded or cultivated established lawns resodded without the obligation of subsequent maintenance. All surplus soil, rock and debris shall be removed by Grantee within a reasonable time following the completion of any activity by Grantee unless otherwise agreed to by Grantor.

SECTION FOUR  
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION FIVE  
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**GRANTOR:**

My Store III, Inc.

By: \_\_\_\_\_

Printed Name: Moussa Sobaiti

Title: President

Property Address:  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
2025, by Moussa Sobaiti as President of My Store III, Inc.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My appointment expires: \_\_\_\_\_]

**GRANTEE:**

**CITY OF EDGERTON, KANSAS,**  
A Municipal Corporation

By: \_\_\_\_\_  
Beth Linn, City Administrator

ATTEST:

(SEAL)

\_\_\_\_\_  
City Clerk

**ACKNOWLEDGMENT**

State of Kansas

County of Johnson

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
2025, by Beth Linn of The City of Edgerton, Kansas.

(Seal)

\_\_\_\_\_  
Notary Public

[My appointment expires: \_\_\_\_\_]

**EXHIBIT "A"**  
**SANITARY SEWER EASEMENT**  
**PART OF THE N.W. 1/4 SECTION 10, T. 15 S., R. 22 E.,**  
**IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS.**

**DESCRIPTION:**

All that part of the Northwest Quarter of Section 10, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, being more particularly described by Phelps Engineering, Inc., CLS-82, on September 3, 2025, for project 240838, as follows:

Beginning at the Northeast corner of Lot 1B, as shown on the Lot Split Survey, recorded in the Johnson County Register of Deeds Office, in Book 202411 at Page 004245, in the City of Edgerton, Johnson County, Kansas; thence N 1°47'20" W, along the East line of Lot 1A of said Lot Split Survey, a distance of 23.75 feet; thence N 88°12'40" E, a distance of 15.00 feet; thence S 1°47'20" E, a distance of 203.00 feet; thence S 88°12'40" W, a distance of 15.00 feet to a point on the East line of said Lot 1B; thence N 1°47'20" W, along the East line of said Lot 1B, a distance of 179.25 feet, to the Point of Beginning, containing 3,045 square feet, more or less.

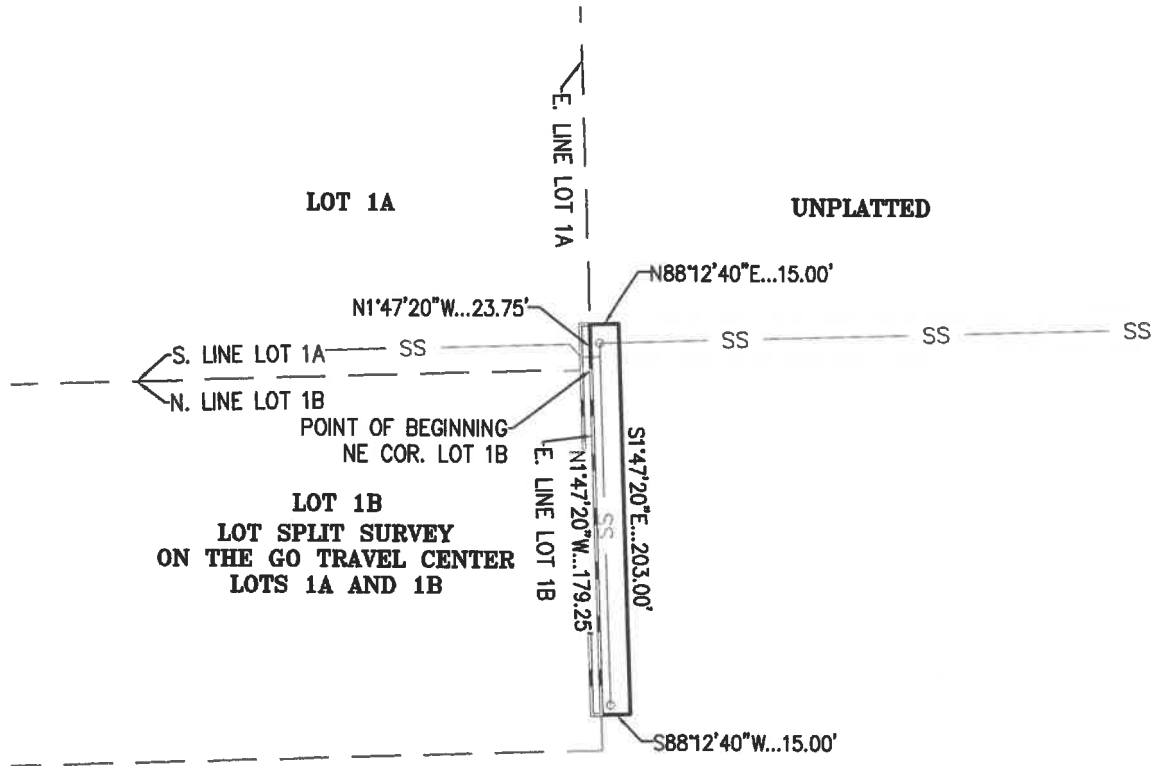
I HEREBY CERTIFY THAT THIS REAL PROPERTY LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE.



BY: \_\_\_\_\_  
 SCOTT G. CHRISMAN, KS. LS-1306



**EXHIBIT "A"**  
**SANITARY SEWER EASEMENT**  
**PART OF THE N.W. 1/4 SECTION 10, T. 15 S., R. 22 E.,**  
**IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS.**



I HEREBY CERTIFY THAT THIS REAL PROPERTY LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE.



SCALE: 1"=100'



BY: \_\_\_\_\_  
 SCOTT G. CHRISMAN, KS. LS-1306



PLANNING  
 ENGINEERING  
 IMPLEMENTATION

**PHELPS ENGINEERING, INC** (913) 393-1155  
 1270 N. Winchester Fax (913) 393-1166  
 Olathe, Kansas 66061 www.phelpsengineering.com

CERTIFICATE OF AUTHORIZATION KANSAS LAND SURVEYING - LS-82  
 ENGINEERING - E-391  
 CERTIFICATE OF AUTHORIZATION MISSOURI LAND SURVEYING-2007001128  
 ENGINEERING-2007005058

PROJECT NO. 240838  
 DATE: 9/3/25  
 BY: DAG

## City Council Action Item

**Council Meeting Date:** October 23, 2025

**Department:** Public Works

**Agenda Item: Consider a Subrecipient Grant Agreement between Johnson County, Kansas and the City of Edgerton to Accept Funding through a Community Development Block Grant of \$200,000 for the 2025 CDBG – 3<sup>rd</sup> and Hulett Sanitary Sewer Rehabilitation Project.**

**Background/Description of Item:**

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

In January 2025 Johnson County notified staff of the proposed award of the maximum funding request (\$200,000). The amount is based on estimated funding, as the County had yet to receive their allocation from U.S. Department of Housing and Urban Development (HUD).

On October 9, 2025 City Staff was informed that the 2025 CDBG Subrecipient Grant Agreement was ready for execution.

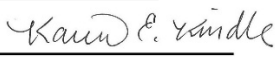
This Agreement is the standard form utilized each grant year. City Staff recommends accepting this award pending City Attorney review of the Agreement.

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

**Funding Source:** Sewer Fund - \$100,000, CDBG - \$200,000

**Budget Allocated:** \$300,000

**Finance Director Approval:**

x   
Karen Kindle, Finance Director

**Recommendation: Approve the Subrecipient Grant Agreement between Johnson County, Kansas and the City of Edgerton to Accept Funding through a Community Development Block Grant of \$200,000 for the 2025 CDBG – 3<sup>rd</sup> and Hulett Sanitary Sewer Rehabilitation Project Pending City Attorney Review.**

**Enclosed:** 2025 CDBG CFDA No. 14.218 Grant Agreement – PXZFKRGFCN66

**Prepared by:** Trey Whitaker, Assistant to the City Administrator.

**2025 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CFDA NO. 14.218 GRANT SUBRECIPIENT INTERGOVERNMENTAL  
AGREEMENT BETWEEN JOHNSON COUNTY, KANSAS & THE CITY OF  
EDGERTON, KANSAS, PXZFKRGFCN66 (2025-04)**

THIS GRANT SUBRECIPIENT INTERGOVERNMENTAL AGREEMENT, (hereafter “AGREEMENT”) is between Planning, Housing, and Community Development, a department of Johnson County, Kansas, a body corporate and political subdivision of the State of Kansas (“County” or as “Grantee”), with offices at 111 S Cherry Ste 2000, Olathe, KS 66061 and the City of Edgerton, Kansas (“Subrecipient”), a Kansas Municipality with offices at 404 East Nelson Street Edgerton KS 66021 (collectively, the “Parties”).

**RECITALS**

A. The COUNTY has entered into a Grant Agreement with the United States Department of Housing and Urban Development, hereinafter referred to as (“HUD”), for Federal Assistance under Title I of the Housing and Community Development Act of 1974, as amended;

B. The County is obligated to require the compliance with certain terms and conditions therein by any third-party with whom the County contracts for the use of funds provided;

C. The County has authorized the use of funds provided in conjunction with said Grant Agreement for a Community Development Block Grant (“CDBG”) project (the “Project”) to be administered by the Subrecipient pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended;

D. The County has determined the Project meets the national objective of benefitting low- and moderate-income persons;

E. The County has also determined the Project is an eligible **Public Facility** project, under Title I of the Housing and Community Development Act of 1974, as amended;

F. Each Party is a “Municipality” as defined by K.S.A. 12-2908(a), and the Parties are permitted to enter this contract under K.S.A. 12-2908(b); and

G. The County requires, as a condition precedent to the County’s requesting from HUD a release of funds for said Project the execution of this Subrecipient Agreement.

**AGREEMENT**

In consideration of the mutual covenants contained herein, the Recitals, which are incorporated in and made a part of this Agreement by reference, and other good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## SECTION 1. PURPOSE AND SCOPE

**1.1** The Subrecipient agrees to perform or carry out the Project described in Subrecipient's June 13, 2024, Application for CDBG funding, which is incorporated herein by reference and kept on file in the County's Community Development office. The Subrecipient will use CDBG funds to rehabilitate 3,000-5,000 linear feet of existing clay pipe with PVC pipe by means of CIPP lining at 3rd and Hulett.

## SECTION 2. TERM AND TERMINATION

**2.1** **Term.** The term for activities assisted by this Subrecipient Agreement shall commence on January 1, 2025 and be completed by June 30, 2026.

**A. Termination of Convenience.** Either party may terminate this Subrecipient Agreement in whole, or in part, when both Parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditures of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date of termination and shall cancel as many outstanding obligations as possible. The Subrecipient shall be allowed full credit for noncancelable obligations, properly incurred prior to termination.

**B. Termination for Cause.** If the County determines that the Subrecipient has violated or failed to comply with any of the covenants, conditions, agreements or stipulations of this Subrecipient Agreement, the County shall promptly notify the Subrecipient in writing of the determination and may, at its option, take any or all of the following actions:

**i.** Terminate this Subrecipient Agreement by including in the above notice the reasons for the termination, together with the effective date;

**ii.** Suspend payments under this Subrecipient Agreement by including in the above notice the effective date and specifying what actions must be taken as a condition precedent to the resumption of payments. In such event, just and equitable compensation shall be given at the end of the suspension period for any work satisfactorily completed by the Subrecipient during the suspension period;

**iii.** Suspend this Subrecipient Agreement by including in the above notice the effective date and specifying the actions that must take place as a condition precedent to the resumption of performance under this Subrecipient Agreement. In such event, the County shall incur no financial liability under this Subrecipient Agreement or otherwise at law for any services rendered during the suspension period.

C. The County will provide the Subrecipient an opportunity to request a hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled.

D. The action of the County in suspending payments or this Subrecipient Agreement or in terminating this Subrecipient Agreement shall not constitute a waiver of any claim or remedy which the County may otherwise have arising out of this Subrecipient Agreement.

**2.2 Noncompliance.** Subrecipient agrees and understands that HUD has expressly reserved its right to pursue full remedies including suspension, review, and all legal actions for noncompliance, especially related to required grants management and reporting. If Subrecipient fails to comply with the Agreement and/or reporting requirements, the County or HUD may exercise actions outlined in program statutes, regulations, or 2 C.F.R. § 200.339.

**2.3 Federal Termination Rules.** Subrecipient agrees and understands that the federal termination provisions in 2 C.F.R. § 200.340 control and supersede any ambiguities or inconsistencies with this Agreement, unless other program statutes, regulations, or NOFOs apply.

### SECTION 3. AWARD

**3.1 Total compensation.** The County agrees to provide funding to the Subrecipient in an amount not to exceed \$200,000.00 for eligible expenses as designated in Article 3.5.

A. The County shall not authorize the Subrecipient to draw on funds unless the funds are provided for payment for work, as set forth in the Subrecipient's Application. The authorization provided by this section shall be limited by the amount established in Article 3.1.

**3.2 Program Income.** The Subrecipient agrees to return Program Income to the County except where the Subrecipient can demonstrate its ability to use the income in accordance with requirements of Title I of the Housing, and Community Development Act of 1974, as amended. For purposes of this Subrecipient Agreement, Program Income includes, but is not limited to: proceeds from the disposition by sale or long term lease of real property purchased with CDBG funds; income from the temporary use or leasing of properties acquired with CDBG funds pending the disposition or use for which the property was acquired; payments of principal and interest on loans made using CDBG funds; and, interest earned on Program Income pending disposition of such income.

A. Program Income shall be recorded as part of the financial transaction of the grant program. Program Income received before expiration of this Subrecipient Agreement may be retained by the Subrecipient if the Program Income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds and that such Program Income shall affect withdrawals of grant funds as follows:

i. Program Income in the form of repayments to or interest earned on a revolving fund shall be disbursed before additional cash withdrawals are made;

ii. All other Program Income shall be disbursed for eligible activities before additional cash withdrawals are made; and

iii. Program Income on hand at the expiration of this Subrecipient Agreement, shall be returned to the County.

**3.3 Budget.** All budget modifications must be approved prior to incurring expenses:

Personnel (excluding general administration costs):	\$ 0
Equipment:	\$ 0
Supplies:	\$ 0
Space Rent/ Utilities:	\$ 0
Direct Financial Assistance:	\$ 0
Other:	\$ 300,000.00
Total Project Expenses:	\$ 300,000.00

#### **SECTION 4. RESPONSIBILITIES**

##### **4.1 County's Responsibilities.**

**A.** The County agrees to provide to the Subrecipient authorization to draw upon funds provided to the County pursuant to a Grant Agreement between the County and HUD, provided that no draft shall be honored by the County until HUD has released funds for Subrecipient's CDBG Project. Said authorization shall be subject to the terms and conditions of this Subrecipient Agreement, any applicable laws, regulations, and requirements of HUD, which are now or hereafter in effect, and all rules, regulations and requirements issued by the County.

**B.** The County agrees to provide funding for expenditures of the Subrecipient under this Subrecipient Agreement in the manner set forth in the County Financial Management Requirements for the Community Development Block Grant Program as provided in the CDBG Handbook at <https://www.jocogov.org/departments/community-development/community-development-block-grant>.

**C.** The County agrees to authorize the Subrecipient to draw on funds when the funds are to provide for payment for work, as set forth in the Subrecipient's Application.

**D.** The County agrees to process a request for final payment of expenditures after the Subrecipient has supplied a fully completed Project Beneficiary Information form supplied by the County's Community Development office.

**E.** The County may review program costs incurred by the Subrecipient. Upon such review the County shall disallow any items of expense which are not determined to be allowable or are determined to be more than approved expenditures. If the County disallows a cost, the County may deduct the amount of disallowed cost from any future payments under this Subrecipient Agreement or require that the Subrecipient refund the amount of the disallowed cost(s) for as long as the records are maintained.

**F.** Notwithstanding any other provision of this Subrecipient Agreement to the contrary, it is understood and agreed by the parties hereto that the County's obligation to provide funding to the Subrecipient under this Subrecipient Agreement is expressly contingent upon the level of funding made available to the County from HUD. Should such funding level be reduced by HUD or no longer be made available to the County from HUD sufficient to support the amount of funding to be provided by the County under this Subrecipient Agreement then this Subrecipient Agreement may be amended to reflect such reduction in funding or, at the option of the County, may be terminated upon written notice to the Subrecipient stating the effective date of termination. Should either event occur, it is understood and agreed by the parties that the County shall not be obligated to provide funding beyond the amended amount or beyond any amount provided to the Subrecipient by the County prior to said date of termination.

**G. Environmental Standards** (24 CFR Part 570, Subpart K, 570.604). The Subrecipient does not assume either the County's environmental responsibilities or the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. See 24 CFR Part 570, Subpart J, 503(b)(5)(i)(ii).

#### **4.2 Subrecipient's Responsibilities.**

**A.** The Subrecipient is responsible for understanding the requirements of the state and federal laws cited herein and incorporated by reference as if set forth fully herein.

**B.** The Subrecipient agrees to submit, at a minimum, quarterly progress reports and reimbursement requests on forms supplied by the County. The reports are due to the County's Community Development office on April 10<sup>th</sup>, July 10<sup>th</sup>, and October 10<sup>th</sup>.

**C.** The Subrecipient further agrees to submit a completed Project Beneficiary Information Form for the full program year, supplied by the County's Community Development office, with the final reimbursement request of 2025.

**D.** If it is known or anticipated that the activity funded by this grant will not be closed out by June 30, 2026, a request for extension must be made in writing to PLN's Community Development Coordinator. The request will explain the reason(s) why the activity will not be completed by June 30, 2026 and provide a firm timeline for completion. If a request for an extension is not submitted, no future reimbursements will be made until a request for extension is submitted. The request must be received by June 30, 2026 and signed by an Authorized Individual.

**E.** The Subrecipient agrees that notwithstanding any other provision of this Subrecipient Agreement, any requirements of amendments to Title I of the Housing and Community Development Act of 1974, as amended, which supersede or are not provided for in the HUD program regulations shall govern the use of the Assistance provided until revised regulations implementing such requirements are published for effect.

**F.** Subrecipients who expend \$1,000,000 or more in a year in federal awards will submit a copy of the Subrecipient's Annual Audit Report for the fiscal year(s) covered by this Subrecipient Agreement and any extensions. Such audit report must be prepared in accordance with 2 CFR Part 200.

**G. Affirmatively Furthering Fair Housing.** The Subrecipient certifies that it is committed to promoting fair housing.

**H. Nondiscrimination** (24 CFR Part 570, Subpart K, 570.602). The Subrecipient shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and any other applicable federal, state or local law, rule or regulation governing nondiscrimination.

**I. Labor Standards** (24 CFR Part 570, Subpart K, 570.603). The Subrecipient shall comply with Section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work, that is valued in excess of \$2,000, assisted under this Subrecipient Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 USC 276a to 276a-5) and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the contractors and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable federal laws and regulations pertaining to labor standards. Residential rehabilitation in structures with less than eight (8) units is exempted from these labor standards.

**J. National Flood Insurance Program** (24 CFR Part 570, Subpart K, 570.605). The Subrecipient shall comply with Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with Assistance provided under this Subrecipient Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the

construction on such land is not itself funded with Assistance provided under this Subrecipient Agreement.

**K. Displacement, Relocation, Acquisition, and Replacement of Housing** (24 CFR Part 570, Subpart K, 570.606). The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1990 as amended. The Subrecipient agrees for the duration of this Subrecipient Agreement to:

i. Ensure that owners of real property acquired for federal and federally assisted projects are treated fairly and consistently; encourage and expedite acquisition by agreements with such owners; minimize litigation and relieve congestion in the courts; and promote public confidence in federal and federally assisted land acquisition programs; and

ii. Comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1990 ("the Act"), as required under Section 570.606(a) (Title I of the Housing and Community Development Act of 1974, as amended) and federal implementing regulations; the requirements of Section 570.606(b) governing the residential anti-displacement and relocation assistance plan under Section 104(d) of the Act (including a certification that such a plan is being followed; the relocation requirements of Section 570.606(c) governing displacement subject to Section 104(K) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.

**L. Equal Employment** (24 CFR Part 570, Subpart K, 570.607). The Subrecipient shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, Equal Employment Opportunity. During the performance of this Subrecipient Agreement, the Subrecipient agrees as follows:

i. The Subrecipient shall not discriminate against any employee because of race, color, religion, sex, age, or national origin. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin, handicap, or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ii. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, handicap or familial status.

iii. The Subrecipient shall incorporate foregoing requirements in all contracts that are deemed necessary to carry out project activities.

iv. The Subrecipient agrees that it will assist and cooperate actively with the Secretary of Labor and the County in obtaining the compliance of contractors and subcontractors with the above equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Secretary in the discharge of its primary responsibility for securing compliance.

**M. Contracting Opportunities** (24 CFR Part 570, Subpart K, 570.607). The Subrecipient shall comply with requirements of Section 3, of the Housing and Urban Development Act of 1968 (12 USC 1701U), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project. The Subrecipient shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with Assistance provided under this Subrecipient Agreement, the Section 3 clause set forth in 24 CFR 135.

**N. Lead-Based Paint** (24 CFR Part 570, Subpart K, 570.608). In the construction or rehabilitation of residential structures with Assistance provided under this Subrecipient Agreement the Subrecipient will comply with the Lead-Based Paint Regulations issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC 4832, et seq.) and the Lead Safe Housing Rule (24 CFR 35).

**O. Use of Debarred, Suspended or Ineligible Contractors or Subrecipients** (24 CFR Part 570, Subpart K, 570.609). The Subrecipient agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contract and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

**P. Uniform Administrative Requirements and Cost Principles** (24 CFR Part 570, Subpart K, 570.610). The Subrecipient shall comply with the policies, guidelines, and requirements of 2 CFR Part 200.

**Q. Conflict of Interest** (24 CFR Part 570, Subpart K, 570.611).

i. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Subrecipient Agreement or to any benefit to arise from the same.

ii. Interest of Officers, Employees or Agents of Subrecipient, Members of Local Governing Body, or other Public Officials. No officer, employee or agent of the

Subrecipient, or its designee, no officer, employee or agent of the County who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Subrecipient Agreement. The Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

iii. Prohibition Against Payments of Bonus or Commission. The Assistance provided under this Subrecipient Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such Assistance, or HUD approval of applications for additional Assistance, or any approval or concurrence of HUD required under this Subrecipient Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

**R. Executive Order 12372** (24 CFR Part 570, Subpart K, 570.612). Executive Order 12372, Intergovernmental Review of Federal Programs, applies to a CDBG funded activity only where the Subrecipient proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

**S. Eligibility Restrictions for Certain Residents Aliens** (24 CFR Part 570, Subpart K, 570.613). Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities. Covered activities mean either:

i. Activities that have income eligibility requirements limiting the benefits exclusively to low- and moderate-income persons; or

ii. Activities that are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (excluding activities serving the public at-large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons based on an application.

**T. Architectural Barriers Act and the Americans with Disabilities Act** (24 CFR Part 570, Subpart K, 570.6140). The Subrecipient shall comply with the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40) for residential structures, and Appendix A to 41 CFR Part 101-19, subpart 101-19.6. The Subrecipient shall comply with the Americans With Disabilities Act which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

**U. Build America, Buy America Act** enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. No. 117-58) The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient’ infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

**V. Records.** The Subrecipient shall maintain records with respect to all matters covered by this Subrecipient Agreement. At a minimum the following records will be maintained in a file for the CDBG funded project:

- i. Citizen Participation
- ii. Subrecipient Applications
- iii. Written agreement(s)
- iv. Records demonstrating that the activity meets a National Objective
- v. Income Eligibility Records
- vi. Project Beneficiary Forms
- vii. Financial statement and records
- viii. Purchasing records
- ix. Audits
- x. Construction contracts and related documents
- xi. Draw down requests (with source documentation, including invoices, purchase orders, etc.)
- xii. Monitoring reports and correspondence
- xiii. Such records shall be maintained for a period of five (5) years after the receipt of final payment under this Subrecipient Agreement.
- xiv. Financial Management, Audit and Review.

**W.** The Subrecipient agrees that the County, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subrecipient which are directly pertinent to this Subrecipient Agreement for the purpose of making audit, examination, excerpts, and transcripts for as long as the records are maintained.

**X.** The Subrecipient agrees to allow the County or its designee to make periodic project site visits to assess the progress of the project and to report such progress.

**Y.** The Subrecipient agrees to reimburse or return to the County those funds which have been disbursed under this Subrecipient Agreement for the performance of the Project listed herein should the Subrecipient default on any of the provisions listed herein or should the County decide to terminate this Subrecipient Agreement for cause.

**Z.** The Subrecipient agrees to maintain financial records in accordance with generally accepted accounting principles and to make all such records available to HUD and/or the County for inspection upon request. The Subrecipient further agrees to maintain applicable financial management standards prescribed in 2 CFR Part 200 as further defined at 24 CFR 570.502(a):

**i.** Records that identify adequately the source and application of funds for grant-supported activities. These records shall contain information pertaining to Federal awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

**ii.** Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

**iii.** Procedures for determining reasonableness, allowability and allocation of costs in accordance with 2 CFR Part 200.

**iv.** Accounting records that are supported by source documentation.

**v.** A systematic method to assure timely and appropriate documentation.

**AA. Reversion of Assets.** Upon expiration of this Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration of this Subrecipient Agreement and any accounts receivable attributable to the use of CDBG funds. Additionally, any real property under control of the Subrecipient that was acquired or improved in whole or in part with CDBG funds more than Twenty-Five Thousand Dollars (\$25,000.00) shall either be:

**i.** Used to meet one of the national objectives until five (5) years after expiration of this Subrecipient Agreement, or for such longer period as determined to be appropriate by the Subrecipient; or

**ii.** Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

**BB. Obligations of the Subrecipient with Respect to Certain Third-Party Relationships.**

i. The Subrecipient shall remain fully obligated under the provisions of this Subrecipient Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which Assistance is being provided under this Subrecipient Agreement to the Subrecipient.

ii. The Subrecipient shall defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against all claims, losses and liabilities arising out of personal injury, including death, and damage to property arising out of or in any way connected with this Subrecipient Agreement, whether such operations be by the Subrecipient or by any subcontractor or anyone directly or indirectly employed by the Subrecipient. The Subrecipient shall also defend, indemnify, and hold harmless the County, its officers, employees, and agents free and harmless from and against any claims arising out of the award of this Subrecipient Agreement to the Subrecipient.

iii. Any subcontractor shall protect itself, the Subrecipient, and the County for the claims and damages due to personal injury including death as well as claims of property damage that may arise in the work. For construction or facility improvement, the Subrecipient shall require contractors to comply with the requirements of 24 CFR 85.36 (h) (1 through 3) or 2 CFR Part 200 as applicable.

**CC.** The Subrecipient agrees to maintain complete and accurate accounts for this award and activities to enable HUD to determine that all funds have been expended in accordance with program requirements and in a manner consistent with applicable law.

**DD. Certifications.** Subrecipient agrees and understands it must execute the certifications attached hereto.

**SECTION 5. SPECIAL TERMS**

**5.1** This Agreement references multiple state and federal laws and regulations by name and by number, which are readily available online. The laws and regulations cited herein are incorporated by reference as if they were set forth fully herein;

**5.2 Third-Party Claims Disclaimer.** Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

**5.3 Rule of Construction.** This Agreement's terms are to be interpreted and applied with full and expansive effect, and that ambiguities are not to be construed against HUD.

**5.4 Definitions.** Except to the extent modified or supplemented by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, as amended, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein:

**A. Applications.** All papers, documents, exhibits, maps, etc., submitted by the Subrecipient's Project as part of the County's CDBG Program, and any amendments, supplements, or revisions thereto submitted prior to the County seeking from HUD a release of funds for said projects.

**B. Assistance.** The grants and any loans secured by loan guarantees provided under this Subrecipient Agreement.

**C. Assurances.** The same certifications and assurances submitted by the County with its grant application pursuant to the requirements of 24 CFR Part 570.

**D. Program.** The Community Development Block Grant programs, projects, or other activities including the administration thereof, with respect to which Assistance is being provided under the Subrecipient Agreement.

**E. Program Income.** Gross income received by the Subrecipient directly generated from the use of CDBG funds.

**F. Project.** The activities outlined by the Subrecipients application and published by the County in its 2025 Action Plan for uses of Community Development Block Grant funds.

**G. Subrecipient.** Each entity that receives funding pursuant of this Subrecipient Agreement.

**H. Household.** All persons occupying a housing unit. The occupants may be a family, as defined in 24 CFR 5.403; two or more families living together; or any other group or related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity or marital status.

**I. Public Use.** Subrecipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use.

**i.** Economic development that primarily benefits private entities shall not be considered Public Use.

**ii.** Any use of funds for mass transit, railroad, airport, seaport, or highway projects, as well as utility projects benefiting or serving the general public, structures designated for use by the general public (including energy, communication, water, and wastewater-related infrastructure, shall be considered Public Use.

## **SECTION 6. GENERAL TERMS**

**6.1 Amendments.** This Agreement may be amended by supplemental writing signed by both Parties.

**6.2 Assignment.** The Subrecipient's award, rights, obligations, and duties under this Subrecipient Agreement shall not be assigned or transferred in whole or in part without prior written agreement by the County.

**6.3 Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action arising in connection with this Agreement will be brought in the district court of Johnson County, Kansas.

**6.4 Compliance with Laws.** The Subrecipient and County shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

**6.5 Counterparts and Electronic Delivery.** This Agreement may be executed in one or more counterparts, each of which will for all purposes be deemed an original and all of which will constitute the same agreement. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. Signatures to this Agreement transmitted by any electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as physical delivery of the paper document bearing original signature.

**6.6 Entire Agreement.** This Agreement, which consists of 14 pages, expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.

**6.7 Notice.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.


<b><u>If to the County:</u></b>	<b><u>If to the City of Edgerton, Kansas:</u></b>
Attn: Community Development Coordinator 111 S Cherry Ste 2000 Olathe, KS 66061	404 East Nelson Street Edgerton KS 66021
<i>With a courtesy copy to:</i> Johnson County Legal Department 111 S Cherry St. Ste. 3200 Olathe, Kansas 66061	

***Remainder of Page Intentionally Left Blank***

The Parties acknowledge that they have read, understood, and accept this Entire Agreement.

**JOHNSON COUNTY**

**THE CITY OF EDGERTON, KANSAS**

  
\_\_\_\_\_  
Penny Post oak Ferguson,  
County Manager


\_\_\_\_\_  
Donald Robertson,  
Mayor

Date: 10/03/2025

Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

  
\_\_\_\_\_  
Assistant County Counselor

\_\_\_\_\_  
Name:  
Title:

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the Subrecipient certifies that:

**Affirmatively Further Fair Housing** --The Subrecipient is committed to fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the Subrecipient's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

**Authority of Subrecipient** --The consolidated plan is authorized under State and local law (as applicable) and the Subrecipient possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with Plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the County's consolidated plan.

**Waste, Fraud, Abuse, and Whistleblower Protections** -- Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient-as well as a personal services contractor-who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

**Diversity, Equity, and Inclusion** - They will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal antidiscrimination laws.

**Gender Ideology** -- Subrecipient shall not use the funds to promote gender ideology as described in executive order 14168.

**Abortion Funding** – Subrecipient shall not use any grant funds to fund or promote elective abortions as described in executive order 14182.

**Anti-Discrimination Laws** – Subrecipient agrees that its compliance in all respects with all applicable federal anti-discrimination laws is material to payment decisions under section 3729(b)(4) of title 31 of the United States Code. Subrecipient further certifies that it does not operate any programs that violate any applicable federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

**E.O. 14154** -- Notwithstanding anything in the NOFO or Application, this grant shall not be governed by any executive orders revoked by E.O. 14154.

**PRWORA** – Subrecipient shall administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

**Immigration Statutes** – Subrecipient shall not use the funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration laws.

**SAVE** – Subrecipient shall use SAVE or an equivalent verification system approved by the federal government to prevent any federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

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Signature of Authorized Official

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Date

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Title

## City Council Action Item

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**Council Meeting Date:** October 13, 2025

**Department:** Public Works

### **Agenda Item: Consider Amendment to Contract with Combes Construction for Concrete Proposal**

**Background/Description of Item:**

On July 13, 2023, City Council awarded the contract with Combes Construction, LLC for construction of The Greenspace Project for \$6,761,000. Construction began in August of 2023.

During the winter of 2024, City Staff noticed areas of concrete pavement where the surface was beginning to flake or scale off. City Staff and the Contractor spoke with the concrete provider and other concrete experts in the area; however, the cause of the scaling could not be definitively confirmed at that time.

On April 10, 2025, City Council awarded a contract with Braun Intertec to evaluate the concrete scaling of exterior pavement. Since that time, Combes Construction and the City have discussed the remedy to the situation.

Staff received the report from Braun Intertec and reviewed it with the entire Project Team. Those results will be presented to City Council at this meeting and are included in the City Council packet.

Based on the results of the concrete analysis, Combes Construction is proposing the following as included in the draft Contract Amendment:

- **Sealing** – Combes will apply a long-lasting concrete sealer to the paved areas that are not scheduled for replacement. This will occur in Fall 2025 or as soon as the proposal is accepted.
- **Replacement** – Combes and the City have agreed on identified areas of concrete to be replaced. These would be scheduled for Spring of 2026 to allow a longer curing period prior to the next winter.
- **Re-evaluation** – Prior to replacement in Spring of 2026, Combes will reevaluate to assess any additional areas for replacement.
- **Warranty Extension** – An extended 1-year warranty from time of replacement for the exterior concrete replacement will be included.

The amendment to the contract does not have a monetary change for the work described above, only a revision to the extended warranty the contractor provides to the City.

The Contract amendment also includes a reduction to the retainage. Retainage is a contractual withholding of dollars at each pay application. The reduced amount of retainage is conservative enough to cover the work being done by the contractor.

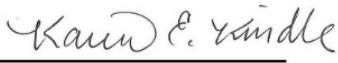
To better allow time for the concrete sealer to occur in 2025, City Staff recommends the attached amendment to be approved by Council, and authorize the Mayor to execute the official contract documents once final paperwork is completed.

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

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**Funding Source:** General Obligation Bonds

**Budget Allocated:** \$ 8,704,950

x 

**Finance Director Approval:** Karen Kindle, Finance Director

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**Recommendation: Approve Amendment to Contract with Combes Construction for Concrete Proposal and Authorize Mayor to Execute Related Contract Documents**

**Enclosed:** Contract Amendment

**Prepared by:** Dan Merkh, Public Works Director

## **CONTRACT AMENDMENT**

### **(Concrete Sealer, Future Assessment, Replacement & Warranty)**

This Amendment ("Amendment") is made and entered into as of October 23, 2025 by and between:

**Combes Construction, LLC**, with a principal place of business at 6946 W 207<sup>th</sup> St, Bucyrus, Kansas 66013 ("Contractor"),

and

**City of Edgerton, Kansas** residing at or having a principal place of business at 404 E Nelson, Edgerton, Kansas 66021 ("Owner").

## **RECITALS**

WHEREAS, the parties entered into a Construction Contract dated July 13, 2023 (the "Contract") for the construction project referred to as The Greenspace, located at 303 E Nelson St, Edgerton, Kansas 66201 ("Project"); and

WHEREAS, the parties acknowledge that:

- The **site, landscape, civil, and exterior architectural scopes of work** achieved substantial completion on **November 12, 2024**; and
- The **remaining architectural scope** reached substantial completion on **November 22, 2024**;
- The completion of the **Automatic Transfer Switch (ATS) installation and commissioning** occurred on **June 21, 2025**;

WHEREAS, the parties desire to include the application of a concrete sealer, to provide for an inspection and replacement of damaged concrete in the Spring of 2026, and to include an extended warranty;

NOW, THEREFORE, the parties agree as follows:

### **1. Addition of Concrete Sealer**

Contractor shall apply a penetrating concrete sealer to all concrete paving surfaces that are not designated to be replaced. This application shall occur prior to the onset of winter, or as weather conditions allow.

### **2. Spring Assessment of Concrete**

The Contractor shall return to the Project site in the spring (no later than April 1, 2026) to inspect concrete surfaces for scaling damage, weather permitting.

### 3. Replacement of Damaged Concrete

Following the spring assessment, only concrete surfaces exhibiting **scaling**—as identified by the Contractor and mutually confirmed with the Owner—will be eligible for removal and replacement. Any such replacement shall be performed by the Contractor at its own expense. The timing and scope of the work will be coordinated and agreed upon by both parties after the assessment, no later than May 31, 2026, weather permitting. Following the manufacturer’s instructions and cure time recommendations, sealer will be applied to replaced concrete.

### 4. Retainage

It is acknowledged by all parties that the original scope of work under the Contract has been fully completed and the project is considered closed. The Owner shall release the remaining balance of the Contract amount, **with the exception of One Hundred Thousand Dollars and Zero Cents (\$100,000.00)**. This withheld amount shall be retained by the Owner and will be released to the Contractor upon completion of any required concrete replacement in accordance with the terms of this Amendment.

### 5. Warranty Period

All sidewalk and paving concrete that is replaced under this Amendment shall be subject to a **one (1) year warranty** beginning on the date the replacement work is completed. This warranty shall cover defects in materials and workmanship and shall be subject to the same terms and conditions as the original warranty provisions of the Contract unless otherwise stated herein.

### 6. Execution

This Amendment may be executed in counterparts and by electronic or scanned signatures, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**OWNER:**

Signature: \_\_\_\_\_

Name: **Donald Roberts**

Title: **Mayor**

Date: \_\_\_\_\_

**CONTRACTOR:**

Signature: \_\_\_\_\_

Name: **Bryant D Combes**

Title: **President**

Date: \_\_\_\_\_

## City Council Action Item

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**Council Meeting Date:** October 23, 2025

**Department:** Public Works

**Agenda Item: Consider Approval of Change Order #1 to SAK Construction, LLC for the 2025 CDBG – 3rd and Hulett Sanitary Sewer Rehabilitation Project in the amount of \$76,860.**

**Background/Description of Item:**

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

In January 2025 Johnson County notified staff of the proposed award of the maximum funding request (\$200,000). The amount is based on estimated funding, as the County had yet to receive their allocation from U.S. Department of Housing and Urban Development (HUD).

On March 27, 2025, City Council approved the contract with George Butler and Associates (GBA) for the design of the project and scope.

On September 25, 2025 the City of Edgerton awarded the construction contract to SAK Construction for a total contract amount of \$149,150.00.

The design process for GBA did not include existing CCTV work to inspect the pipes. Generally, in this type of project the contractor will perform the CCTV work prior to the cleaning of the pipes. The project scheduled a pause in construction after the contractor completed the CCTV for GBA to finalize the quantities on existing bid line items. For example, during design GBA selected on a single point repair, after the CCTV inspection there were an additional five (5) point repairs needed. This design process and subsequent Change Order is intended to save from doing the CCTV work twice.

The work identified in the CCTV inspections, as noted in the attachments, results in a change order that would increase the construction contract by \$76,860, bringing the total contract amount to \$226,010. This amount is within the project budget.

Staff recommends the approval of Change Order #1.

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

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**Funding Source:** Sewer Fund, CDBG Grant

**Budget Allocated:** \$300,000

**Finance Director Approval:**    
Karen Kindle, Finance Director

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**Agenda Item: Approve Change Order #1 to SAK Construction, LLC for the 2025 CDBG – 3rd and Hulett Sanitary Sewer Rehabilitation Project in the amount of \$76,860.**

**Enclosed:** Change Order #1

**Prepared by:** Dan Merkh, Public Works Director

Date of Issuance: 10/16/2025	Effective Date: 10/16/2025
Owner: City of Edgerton, Kansas	Owner's Contract No.: SAN0017-25
Contractor: SAK Construction LLC	Contractor's Project No.:
Engineer: George Butler Associates, Inc.	Engineer's Project No.: 16806
Project: E 3 <sup>rd</sup> Street & Hulett Street Sanitary Sewer Rehabilitation Project	Contract Name:

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

Item 1: Contract Increase for additional Point Repairs and Lateral Liners

**Description:**

This change is for an increase in the total construction cost of \$76,860.00 (Seventy six thousand, eight hundred sixty dollars and 0 cents) to include the additional five (5) additional point repairs, nine (9) additional lateral T liners, and two (2) additional 12-inch CIPP patches for the point repair in the road. The costs are based on the unit price cost per point repair of \$10,000 each, the unit cost for each lateral liner of \$2,300 each, and the cost for the 12-inch CIPP patch for the point repair in the road.

Attachments: Change Order No. 1 cost breakdown from SAK Construction LLC

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>149,150.00</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:  \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates
Contract Price prior to this Change Order:  \$ <u>149,150.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>76,860.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>0 days</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>226,010.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates

RECOMMENDED: By: <u>Jacob B Cox</u> Engineer (if required) Title: <u>Lead Engineer</u> Date: <u>10/16/25</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Title _____ Date _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Title: <u>Project Manager</u> Date: <u>10/16/25</u>
--	---	--

Approved by Funding Agency (if  
applicable)

By: \_\_\_\_\_

Date:

Title: \_\_\_\_\_



636.385.1000 *tel*  
 636.385.1100 *fax*  
 864 Hoff Road  
 O'Fallon, MO 63366  
[www.sakcon.com](http://www.sakcon.com)

October 16, 2025

**George Butler Associates**  
**9801 Renner Blvd**  
**Lenexa, KS 66219**

Re: Edgerton, KS – 3<sup>rd</sup> & Hulett – Change Order Request

Daria Sakharova, PE:

SAK Construction, LLC is pleased to honor the original contract pricing for the below added quantities on the Contract with the City of Edgerton:

Change Order Adding Additional Point Repair and Lateral Lining Quantities					
	Description	QTY	UM	Unit Price	Extended Price
1	Point Repair 10-foot or less; 8-inch Pipe (up to 10' depth)	5	EA	\$10,000.00	\$50,000.00
2	Lateral Rehab w/ T-liner shorty (up to 5')	9	EA	\$2,300.00	\$20,700.00
3	12" CIPP patch for point repair in road	2	EA	\$3,080.00	\$6,160.00
				<b>Base Total</b>	<b>\$76,860.00</b>

Thank you for the opportunity to extend the scope of this project. Please call with any questions.

Sincerely,  
 SAK Construction, LLC

Tim Bussen  
 Tim Bussen  
 General Manager – Central Region

## City Council Action Item

**Council Meeting Date:** October 23, 2025

**Department:** Administration

**Agenda Item: Consider Adoption of the 2026-2030 Capital Improvement Program (CIP)**

**Background/Description of Item:**

The Governing Body held the annual Capital Improvement Program (CIP) Work Session on October 9, 2025. In preparation for the work session, Staff provided a memo to City Council summarizing the projects that were completed the previous year and the funded projects already included in the CIP.

The 2026 Work Session started with a review of Capital Improvement Program 101 to set the foundation based on the City’s CIP Policy. Then, Staff presented various types of projects including:

- (1) Staff Recommend Projects - based on City Council prioritization previously set in 2024 during the Edge-tegic exercise
- (2) Contractually Obligated Projects - being scheduled for construction
- (3) City Council Projects - information about projects directed by City Council, the Residential Property Tax Rebate Program and City Council AV Setup and Streaming Exploration
- (4) New Unfunded Projects – new unfunded projects being added to the list for tracking but not recommended for funding

Following presentation about the various types of projects, City Council provided direction to add the following new projects as funded to the 2026-2030 CIP.

Project	Funded Amount	Year	Funding Source	Possible Funding Sources
H2S Manhole Lining Program	\$120,000	2027-2030	Sewer Fund	
City Website and Codification System	\$40,000	2026	General Fund	
Design Criteria	\$45,000	2026	General Fund	
W Martin and W McDonald (1 <sup>st</sup> to W 4 <sup>th</sup> – “Horseshoe”) PER	\$150,000	2026	General Fund	SMAC, KWO
West 8 <sup>th</sup> Street and West Nelson (A)	\$320,793	2027	General Fund	SMAC, KWO

<b>Project</b>	<b>Funded Amount</b>	<b>Year</b>	<b>Funding Source</b>	<b>Possible Funding Sources</b>
West 8 <sup>th</sup> Street and West Nelson (B)	\$431,006	2027	General Fund	SMAC, KWO
Water Master Plan	\$300,000	2030	Water Fund, Water System Development	KDHE, KWO
191 <sup>st</sup> Street Reconstruction	\$6,100,000	2028	Special Benefit District	
Dwyer Farms Water Connection Phase 2	\$121,500	2026	RHID	
W 8 <sup>th</sup> Street: W Braun – South City Limits	\$3,500,000	2028	RHID	CARS
Dwyer Farms Waterline Improvements	\$620,300	2028	RHID	CARS
Residential Property Tax Rebate Program	\$45,000	2026	General Fund	
City Council AV Setup and Streaming Exploration	\$20,000	2026	General Fund	

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 Statue(s):** N/A

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

**Budget Allocated:** Various amounts as listed on the 2026-2030 Schedule of Funded Projects

**Finance Director Approval:**  x Karen Kindle, Finance Director

**Recommendation: Adopt the 2026-2030 CIP**

**Enclosed:** 2026-2030 Schedule of Funded Projects  
2026-2030 Sources of Funding by Year  
Individual Project Sheets for Funded Projects

**Prepared by:** Beth Linn, City Administrator and Karen Kindle, Finance Director



**2026-2030 CIP  
FUNDED PROJECTS  
YEAR EXPENDITURES ARE INCURRED**

Project Name	Project Category	Project Phase	Prior Years	2025	2026	2027	2028	2029	2030	Total 2026-2030 CIP Budget
1 Street Preservation Program	Streets	Continuous		\$ 87,550	\$ 334,166	\$ 147,000	\$ 147,000	\$ 147,000	\$ 147,000	\$ 1,009,716
2 Sanitary Sewer Rehabilitation Program	Utilities	Continuous		\$ 300,000		\$ 300,000		\$ 300,000		\$ 900,000
3 H2S Manhole Lining Program	Utilities	Continuous				\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 120,000
4 Unified Development Code Update	Administration	Design	\$ 49,273	\$ 10,000	\$ 50,727					\$ 110,000
5 The Greenspace	Facilities	Construction	\$ 7,165,349	\$ 1,439,601	\$ 100,000					\$ 8,704,950
6 ERP Software Acquisition	Technology	Design	\$ 215,944		\$ 59,056					\$ 275,000
7 Technical Specifications	Streets	Design	\$ 8,874	\$ 13,462	\$ 22,664					\$ 45,000
8 2nd St Reconstruction	Streets	Construction	\$ 160,724	\$ 1,866,164	\$ 4,890,070					\$ 6,916,958
9 City Facility Security Exploration	Facilities	Concept			\$ 10,000					\$ 10,000
10 Participation in W. JOCO Transportation Study	Streets	Design		\$ 15,625						\$ 15,625
11 Martin Creek Park Exploration	Parks	Concept			\$ 125,000					\$ 125,000
12 Edgerton Safety Action Plan	Streets	Concept			\$ 137,500	\$ 137,500				\$ 275,000
13 Park Furnishings (TOWNS Grant)	Parks	Construction		\$ 13,000						\$ 13,000
14 RTA Grant Writing Assistance	Administration	Concept		\$ 3,250						\$ 3,250
15 Dwyer Farms Sanitary Sewer (Sites 1, 2 and 3)	Utilities	Construction	\$ 1,001,220	\$ 600,000	\$ 3,398,780					\$ 5,000,000
16 City Website and Codification System	Technology	Concept			\$ 40,000					\$ 40,000
17 Design Criteria	Streets	Concept			\$ 45,000					\$ 45,000
18 W Martin and W McDonald (1st to W 4th) PER	Stormwater	Concept			\$ 150,000					\$ 150,000
19 West 8th Street and West Nelson (A)	Stormwater	Concept			\$ 30,000	\$ 290,793				\$ 320,793
20 West 8th Street and West Nelson (B)	Stormwater	Concept			\$ 40,000	\$ 391,006				\$ 431,006
21 Water Master Plan	Utilities	Concept							\$ 300,000	\$ 300,000
22 191st Street Reconstruction	Streets	Concept	\$ 86,855		\$ 656,346	\$ 231,500	\$ 5,125,299			\$ 6,100,000
23 Dwyer Farms Water Connection Phase 2	Utilities	Concept			\$ 121,500					\$ 121,500
24 W 8th Street: W Braun - South City Limits	Streets	Concept			\$ 350,957	\$ 163,781	\$ 2,985,262			\$ 3,500,000
25 Dwyer Farms Waterline Improvements	Utilities	Concept	\$ 7,773		\$ 54,627	\$ 38,100	\$ 519,800			\$ 620,300
26 Residential Property Tax Rebate	Administration	Concept			\$ 45,000					\$ 45,000
<b>Totals</b>			\$ 8,696,012	\$ 4,348,652	\$ 10,661,393	\$ 1,729,680	\$ 8,807,361	\$ 477,000	\$ 477,000	\$ 35,197,098



## 2026-2030 CIP SOURCES OF FUNDING BY YEAR

<b>Funding Source</b>	<b>Prior Years</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Totals</b>	<b>%</b>
General Fund	\$ 445,625	\$ 3,000	\$ 350,000	\$ 681,799	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,780,424	5.1%
Special Highway Fund (Gas Tax)	\$ -	\$ 47,000	\$ 47,000	\$ 47,000	\$ 47,000	\$ 47,000	\$ 47,000	\$ 282,000	0.8%
Special Park & Recreation Fund (Liquor Tax)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Street Excise Tax	\$ -	\$ 427,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 427,500	1.2%
Park Impact Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
PIF Maintenance Fee	\$ 103,716	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 403,716	1.1%
Economic Development Fee	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000	0.4%
Tax Increment Financing (TIF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reinvestment Housing Incentive District (RHID)	\$ 5,007,773	\$ -	\$ 527,084	\$ 201,881	\$ 2,194,821	\$ -	\$ -	\$ 7,931,559	22.5%
PIF - LPKC Phase 1	\$ 5,489,458	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,489,458	15.6%
PIF - LPKC Phase 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Non-LPKC Origination Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000	\$ 90,000	0.3%
Water System Development Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,000	\$ 210,000	0.6%
Sewer Fund	\$ 50,000	\$ 50,000	\$ 50,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 30,000	\$ 420,000	1.2%
Sewer System Development Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Obligation Bonds	\$ 8,704,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,704,950	24.7%
State Revolving Loan Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Grants	\$ 1,000,000	\$ 213,250	\$ 171,500	\$ 337,500	\$ 1,310,241	\$ 200,000	\$ -	\$ 3,232,491	9.2%
Benefit District	\$ 86,855	\$ -	\$ 656,346	\$ 231,500	\$ 5,125,299	\$ -	\$ -	\$ 6,100,000	17.3%
Other Cities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Totals</b>	<b>\$ 20,888,377</b>	<b>\$ 965,750</b>	<b>\$ 1,901,930</b>	<b>\$ 1,679,680</b>	<b>\$ 8,857,361</b>	<b>\$ 427,000</b>	<b>\$ 477,000</b>	<b>\$ 35,197,098</b>	<b>100%</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	Various
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey (2024):</b>	1 - Streets
<b>Secondary Citizen Survey (2024):</b>	9 - NA

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	On-going
<b>Project Manager:</b>	Trey Whitaker
<b>Council Strategy:</b>	2 - Streets

**Project Name:** Street Preservation Program

**Project Description:** Annual street preservation work determined by the tools in the Pavement Management Program.

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

**Additional Staff:** Dan Merkh

**Outside Funding Available?** No

**Funding Notes:**

<b>Year of Design</b>	2025-2030	<b>Year of Estimate</b>	2025
<b>Year of Construction</b>	2025-2030	<b>Year of Completion</b>	2030

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2024/2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	1,009,716	87,550	334,166	147,000	147,000	147,000	147,000
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 1,009,716</b>	<b>\$ 87,550</b>	<b>\$ 334,166</b>	<b>\$ 147,000</b>	<b>\$ 147,000</b>	<b>\$ 147,000</b>	<b>\$ 147,000</b>

<b>Project Financing</b>							
General Fund	\$ 300,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000
Special Highway Fund	282,000	47,000	47,000	47,000	47,000	47,000	47,000
KDOT	34,000	-	34,000	-	-	-	-
PIF Maint Fee	393,716	193,716	100,000	100,000	-	-	-
<b>Total Funding Sources</b>	<b>\$ 1,009,716</b>	<b>\$ 240,716</b>	<b>\$ 181,000</b>	<b>\$ 147,000</b>	<b>\$ 147,000</b>	<b>\$ 147,000</b>	<b>\$ 147,000</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	Various	<b>Funding Status:</b>	Funded
<b>Dept:</b>	Sewer	<b>Project Status:</b>	On-going
<b>Primary Citizen Survey (2024):</b>	5 - Sanitary Sewer	<b>Project Manager:</b>	Trey Whitaker
<b>Secondary Citizen Survey (2024):</b>	9 - NA	<b>Council Strategy:</b>	6 - NA

**Project Name:** Sanitary Sewer Rehabilitation Program

**Project Description:** Rehabilitation of vitrified clay pipes with cured in place plastic lining and point repairs as necessary.

<b>Plans/Studies (if available):</b>		<b>Ranking:</b>	
<b>Development Agreements:</b>			
<b>Operations Impact:</b>	Replacing the clay tile sanitary sewer line would reduce inflow and infiltration of stormwater into the City's sewer system, reducing treatment costs at the sewer plant. I & I won't be eliminated since there would still be some I & I from the clay tile lines on private property.		

**Additional Staff:** Dan Merkh

**Outside Funding Available?** Yes

**Funding Notes:** CDBG through Johnson County

<b>Year of Design</b>	2025-2029	<b>Year of Estimate</b>	2025
<b>Year of Construction</b>	2025-2029	<b>Year of Completion</b>	2029

**Inflation Factor:**

--	--	--	--	--	--

<b>Project Cost</b>	<b>Today's \$</b>	<b>Prior Years</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
Design	\$ 168,000	\$ -	\$ 56,000	\$ -	\$ 56,000	\$ -	\$ 56,000
Construction	600,000	-	200,000	-	200,000	-	200,000
Construction Inspection	72,000	-	24,000	-	24,000	-	24,000
City Engineer	24,000	-	8,000	-	8,000	-	8,000
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	6,000	-	2,000	-	2,000	-	2,000
Contingency	30,000	-	10,000	-	10,000	-	10,000
<b>Total Cost</b>	<b>\$ 900,000</b>	<b>\$ -</b>	<b>\$ 300,000</b>	<b>\$ -</b>	<b>\$ 300,000</b>	<b>\$ -</b>	<b>\$ 300,000</b>

<b>Project Financing</b>							
Sewer Fund	\$ 300,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Grants	600,000	-	200,000	-	200,000	-	200,000
<b>Total Funding Sources</b>	<b>\$ 900,000</b>	<b>\$ 50,000</b>	<b>\$ 250,000</b>	<b>\$ 50,000</b>	<b>\$ 250,000</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	
<b>Dept:</b>	Sewer
<b>Primary Citizen Survey (2024):</b>	5 - Sanitary Sewer
<b>Secondary Citizen Survey (2024):</b>	9 - NA

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Dan Merkh
<b>Council Strategy:</b>	6 - NA

**Project Name:**

**Project Description:** This project includes rehabilitating approximately 15-20 manholes by lining and patching areas of extension corrosion caused by H2S (hydrogen sulfide) gas. This project is phased to complete 3-5 manholes each year over a four year program. This rehabilitation will protect the concrete and rebar of the manholes from further corrosion extending the useful life. This project was initially identified in the Wastewater Master Plan.

<b>Plans/Studies (if available):</b>	Wastewater Master Plan	<b>Ranking:</b>	identified only
<b>Development Agreements:</b>			
<b>Operations Impact:</b>	Extends life of manholes		

**Additional Staff:**

**Outside Funding Available?**

**Funding Notes:**

<b>Year of Design</b>		<b>Year of Estimate</b>	2025
<b>Year of Construction</b>	2027-2030	<b>Year of Completion</b>	2030

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Study/Planning	-	-	-	-	-	-	-
Construction	120,000	-	-	30,000	30,000	30,000	30,000
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 120,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>

<b>Project Financing</b>							
Sewer Fund	\$ 120,000	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 120,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	ADMIN0005-17	<b>Funding Status:</b>	Funded
<b>Dept:</b>	Community Development	<b>Project Status:</b>	Design
<b>Citizen Survey:</b>	N/A	<b>Project Manager:</b>	Zach Moore
<b>Secondary Citizen Survey:</b>	N/A	<b>Council Strategy:</b>	4 - Community

**Project Name:** Unified Development Code Update

**Project Description:** Following the adoption of the City's new Comprehensive Plan, Envision Edgerton, the next phase in modernizing the City's planning and zoning regulations is updating the City's Unified Development Code (UDC). This update would incorporate changes to the zoning regulations to reflect this shared vision of the future of Edgerton. This update would review all sections of the UDC modernizing the regulations to make them it more intuitive and user-friendly for residents and developers.

**Operations Impact:** Most of the update will be completed with in house by staff with review by City Attorney and occasionally use of consultant for specialized sections. While it is a priority to complete the update process, staff has day to day work that also must be completed while working on the UDC update concurrently. No overtime has been authorized for non-exempt staff.

**Additional Staff:** Chris Clinton

**Outside Funding Available?** No

**Notes:**

**Year of Design** 2017-2026  
**Year of Construction** n/a **Year of Completion** 2026

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021 &amp; Prior</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	84,824	44,926	-	-	-	10,000	29,898
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,176	444	-	-	-	-	4,732
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	20,000	3,903	-	-	-	-	16,097
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 110,000</b>	<b>\$ 49,273</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ 50,727</b>

<b>Project Financing</b>							
General Fund	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Funding Sources</b>	<b>\$ 110,000</b>	<b>\$ 110,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	FAC0001-19
<b>Dept:</b>	Parks
<b>Primary Citizen Survey:</b>	2 - Parks
<b>Secondary Citizen Survey:</b>	5 - Facilities

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Construction
<b>Project Manager:</b>	Levi Meyer
<b>Council Strategy:</b>	5 - Facilities

**Project Name:**

**Project Description:** The Greenspace is a one-story building at approximately 13,000 square feet. Includes a gymnasium for basketball, volleyball and pickle ball as well as a walking track. There will be a community rooms for meetings, senior luncheons, parties and games that will be linked to the exterior stage. Includes a fitness room for community use that serves dual purpose as a Storm Shelter. Includes kitchen to support events in the building. Support services include restrooms, storage rooms for the City and for Scouts, mechanical equipment, etc. The Greenspace includes conference rooms available to public and city staff with space dedicated for building administration. Also include exterior improvements to the Greenspace Lawn, improvements to Nelson Street (from 3rd Street to 4th Street) and a new parking lot on the south. The Greenspace Lawn will include a covered stage, lawn seating area for concerts and performances and a new splash pad.

**Operations Impact:** Would anticipate moving office of Parks and Recreation Coordinator to this facility. Budget impact would include cost of utilities to operate the facility (electricity, gas, chemicals, cleaning services, internet). May also require addition of part-time position to assist with facility rental. Long-term maintenance of interior/exterior of building also.

**Additional Staff:** Beth Linn  
Dan Merkh

**Outside Funding Available?**

**Notes:**

**Year of Design**   
**Year of Construction**  **Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>Prior Years</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
Design	\$ 732,693	\$ 716,199	\$ 16,494	\$ -	\$ -	\$ -	\$ -
Construction	7,565,549	6,310,938	1,389,299	100,000	-	-	-
Construction Inspection	236,558	77,009	5,618	-	-	-	-
City Engineer	-	14,383	1,453	-	-	-	-
Utility Relocation	22,300	694	-	-	-	-	-
Land Acquisition/ROW/Easements	36,100	36,045	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	111,750	10,081	-	-	-	-	-
414 Upfit Project	-	-	26,737	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 8,704,950</b>	<b>\$ 7,165,349</b>	<b>\$ 1,439,601</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
GO Bonds	\$ 8,704,950	\$ 8,704,950	\$ -	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 8,704,950</b>	<b>\$ 8,704,950</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	TECH0001-20	<b>Funding Status:</b>	Funded
<b>Dept:</b>	Administration	<b>Project Status:</b>	Design
<b>Primary Citizen Survey:</b>	N/A	<b>Project Manager:</b>	Karen Kindle
<b>Secondary Citizen Survey:</b>	N/A	<b>Council Strategy:</b>	4 - Technology

**Project Name:** ERP Software Acquisition/Implementation

**Project Description:** Purchase an enterprise resource planning (ERP) management information system, a system of integrated applications used to manage the City's operations and automate various functions within the City, such as permits, licenses, budget and accounting, payroll, human resources, work orders, customer relationship management (CRM), court, etc. The City consistently experiences issues with the current software's core functions, which require significant staff time to resolve and cause routine processes to take much longer than needed. In addition, the current software lacks features needed for the City's operations or features that are not adequate to meet the City's needs. For example, the software includes a project accounting feature, but the reporting is limited. The software also has a budgeting feature, but staff must still maintain several spreadsheets outside of the system in order to prepare the annual budget. While the software company makes updates to the functionality on an annual basis, they don't always include what the City needs. In addition, the software is Microsoft Access based, while the current technology is .Net. .Net technology allows for more features, including automated work flows and reporting.

**Operations Impact:** Having the ability to automate processes within the City, having increased system reliability and having better reporting will save staff time and improve customer service.

**Additional Staff:** Justin Vermillion

**Outside Funding Available?**

**Notes:**

**Year of Design** 2021-2026  
**Year of Construction**

**Year of Completion** 2026

**Inflation Factor:**

<b>Project Cost</b>	<b>Today's \$</b>	<b>Prior Years</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
Design	\$ 275,000	\$ 215,944	\$ -	\$ 59,056	\$ -	\$ -	\$ -
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 275,000</b>	<b>\$ 215,944</b>	<b>\$ -</b>	<b>\$ 59,056</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 275,000	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Funding Sources</b>	<b>\$ 275,000</b>	<b>\$ 275,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	STRT0015-23
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	N/A
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Design
<b>Project Manager:</b>	Dan Merkh
<b>Council Strategy:</b>	6 - NA

**Project Name:**

**Project Description:** This project would prepare technical specifications, design criteria, and standard details for the various infrastructure types. (Street, Stormwater, Sanitary Sewer, etc) Water technical specifications will not be included in this project since those details have already been completed and approved in 2024. This project would be phased annually until completed.

**Operations Impact:**

**Additional Staff:** Trey Whitaker

**Time:** N/A

**Outside Funding Available?**

**Notes:**

**Year of Design**   
**Year of Construction**

**Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
Design	\$ 45,000	\$ 8,874	\$ 13,462	\$ 22,664	\$ -	\$ -	\$ -
Study/Planning	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 45,000</b>	<b>\$ 8,874</b>	<b>\$ 13,462</b>	<b>\$ 22,664</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 45,000	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	STRT0001-23
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Construction
<b>Project Manager:</b>	Dan Merkh
<b>Council Strategy:</b>	2 - Streets

**Project Name:** 2nd Street Reconstruction

**Project Description:** This project will replace the sections of roadway from asphalt/chip seal to a concrete roadway with all supporting infrastructure. This section of roadway will be similar to the standard sections on E Nelson Street to-date. Linear feet to be replaced is 3,700. Scope revised to remove County portion and include Edgewood 7/27/2023 and E 3rd from Nelson to Martin in 2024.

**Operations Impact:**

**Additional Staff:** Trey Whitaker  
Todd Veeman

**Outside Funding Available?** Yes

**Notes:** KDOT Cost share.

**Year of Design** 2023  
**Year of Construction** 2025-2026  
**Year of Completion** 2026

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
Transfer to CIP Admin	336,000	-	336,000	-	-	-	-
Design	610,430	128,278	118,593	363,559	-	-	-
Construction	5,250,892	-	1,368,500	3,882,392	-	-	-
Construction Inspection	50,000	-	-	50,000	-	-	-
City Engineer	35,418	2,348	7,734	25,336	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	69,974	25,630	24,344	20,000	-	-	-
Permits	2,500	2,067	-	433	-	-	-
Misc. (Legal, recording fees)	15,000	2,401	10,993	1,606	-	-	-
Contingency	546,744	-	-	546,744	-	-	-
<b>Total Cost</b>	<b>\$ 6,916,958</b>	<b>\$ 160,724</b>	<b>\$ 1,866,164</b>	<b>\$ 4,890,070</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
PIF LPKC Phase 1	4,762,496	4,762,496	-	-	-	-	-
Street Excise Tax (3rd St)	427,500	-	427,500	-	-	-	-
Interest Allocation	726,962	726,962	-	-	-	-	-
KDOT Cost Share	1,000,000	1,000,000	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 6,916,958</b>	<b>\$ 6,489,458</b>	<b>\$ 427,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	FAC0003-23
<b>Dept:</b>	Facilities
<b>Primary Citizen Survey:</b>	5 - Facilities
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Levi Meyer
<b>Council Strategy:</b>	5 - Facilities

**Project Name:** City Facility Security Exploration

**Project Description:** Assess current security measures and related risks. Identify measures to mitigate risks. Develop a plan to implement risk mitigation measures, including estimated costs of projects.

**Operations Impact:** N/A

**Additional Staff:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Outside Funding Available?** Unknown

**Notes:** \_\_\_\_\_

**Year of Design** 2026  
**Year of Construction** n/a

**Year of Completion** 2026

**Inflation Factor:** \_\_\_\_\_

<b>Project Cost</b>	<b>Todays \$</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	10,000	-	-	10,000	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
PIF Maintenance Fee	10,000	10,000	-	-	-	-	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	STRT0016-24
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Design
<b>Project Manager:</b>	Dan Merkh
<b>Council Strategy:</b>	2 - Streets

**Project Name:** Participation in W. JOCO Transportation Study

**Project Description:** The City is Participating in the Planning for the SW Metro Area Transportation plan which will be used as the framework for potential transportation system enhancements. The core team includes the City of DeSoto, Johnson County and KDOT. The City is participating as part of the technical committee along with Gardner, Olathe and Douglas County. Edgerton is sharing in the cost at 6% of the total cost, or \$15,625.

**Operations Impact:**

**Additional Staff:** **Time:** N/A

**Outside Funding Available?**

**Notes:**

**Year of Design**   
**Year of Construction**   
**Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	15,625	-	15,625	-	-	-	-
Study/Planning	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 15,625</b>	<b>\$ -</b>	<b>\$ 15,625</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 15,625	\$ 15,625	\$ -	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 15,625</b>	<b>\$ 15,625</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	PRK0005-25
<b>Dept:</b>	Parks
<b>Primary Citizen Survey:</b>	2 - Parks
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Levi Meyer
<b>Council Strategy:</b>	3 - Parks

**Project Name:** Martin Creek Park Exploration

**Project Description:** Develop a master plan for Martin Creek Park, including identifying grant funding opportunities. Project will analyze existing conditions of the park grounds, features and amenities, engage the public, develop a phased park improvement/renovation conceptual plan, cost estimates and funding opportunities, and other items as described during scope definition.

**Operations Impact:**

**Additional Staff:** **Time:** N/A

**Outside Funding Available?** Yes

**Notes:**

**Year of Design** 2026  
**Year of Construction** N/A **Year of Completion** 2026

**Inflation Factor:**

<b>Project Cost</b>	<b>Today's \$</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	120,000	-	-	120,000	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,000	-	-	5,000	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Impact Fee	-	-	-	-	-	-	-
Economic Development Fund	125,000	125,000	-	-	-	-	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 125,000</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	STRT0021-25
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Trey Whitaker
<b>Council Strategy:</b>	2 - Streets

**Project Name:** Edgerton Safety Action Plan

**Project Description:** The Edgerton Safety Action Plan will include a new comprehensive action plan following USDOT requirements and supplemental planning activities to identify and solve safety issues in our road system. Both known areas of serious injury and fatal crashes as well as safety concerns of the community will be addressed in this plan. USDOT grant awarded \$220,000 and Kansas Build Fund awarded \$45,000, remaining \$10,000 is in-kind match of staff time.

**Operations Impact:**

**Additional Staff:**

**Time:** N/A

**Outside Funding Available?** Yes

**Notes:**

**Year of Design** 2026  
**Year of Construction**

**Year of Completion** 2027

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Study/Planning	265,000	-	132,500	132,500	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
In-Kind Staff Time	10,000	-	5,000	5,000	-	-	-
<b>Total Cost</b>	<b>\$ 275,000</b>	<b>\$ -</b>	<b>\$ 137,500</b>	<b>\$ 137,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
KDOT	45,000	-	22,500	22,500	-	-	-
Grants	220,000	-	110,000	110,000	-	-	-
Other	10,000	-	5,000	5,000	-	-	-
<b>Total Funding Sources</b>	<b>\$ 275,000</b>	<b>\$ -</b>	<b>\$ 137,500</b>	<b>\$ 137,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	PRK0006-25	<b>Funding Status:</b>	Funded
<b>Dept:</b>	Parks	<b>Project Status:</b>	Construction
<b>Primary Citizen Survey (2024):</b>	4 - Parks	<b>Project Manager:</b>	Levi Meyer
<b>Secondary Citizen Survey (2024):</b>	3 - Sidewalks/Trails	<b>Council Strategy:</b>	3 - Parks

**Project Name:** Park Furnishings (TOWNS Grant)

**Project Description:** This project includes adding bike racks to Glendell Acres Park and the Downtown area as well as replacing the trash can and bench at Bridgewater Park. Additional improvements may be identify if funds remain.

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

**Additional Staff:** Colton Hamilton

**Outside Funding Available?** Yes

**Funding Notes:** KS Commerce TOWNS Grant Awarded for 2025

<b>Year of Design</b>		<b>Year of Estimate</b>	
<b>Year of Construction</b>	2025	<b>Year of Completion</b>	2025

**Inflation Factor:** \_\_\_\_\_

<b>Project Cost</b>	<b>Todays \$</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Study/Planning	-	-	-	-	-	-	-
Construction	13,000	13,000	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 13,000</b>	<b>\$ 13,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOWNS Grant	10,000	10,000	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 13,000</b>	<b>\$ 13,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	ADMIN0010-25	<b>Funding Status:</b>	Funded
<b>Dept:</b>	Public Works	<b>Project Status:</b>	Study
<b>Primary Citizen Survey (2024):</b>	1 - Streets	<b>Project Manager:</b>	Trey Whitaker
<b>Secondary Citizen Survey (2024):</b>	9 - NA	<b>Council Strategy:</b>	2 - Streets

**Project Name:** RTA Grant Writing Assistance

**Project Description:** The City applied to the Kansas Infrastructure Hub Grant Assistance Program and received funding for grant writing support, specifically for a grant application for the Rural and Tribal Assistance (RTA) Pilot Program sponsored by the US Department of Transportation. The RTA Grant provides technical assistance like environmental review, preliminary design, project scoping and funding for transportation related projects. Staff submitted the street projects adjacent to Dwyer Farms as the projects to be included in the grant application.

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

**Additional Staff:**

**Outside Funding Available?**

**Funding Notes:** KS Infrastructure Hub Grant Assistance Program; no City match required.

<b>Year of Design</b>	2025	<b>Year of Estimate</b>	2025
<b>Year of Construction</b>		<b>Year of Completion</b>	2025

**Inflation Factor:**

<b>Project Cost</b>	<b>Today's \$</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Study/Planning	3,250	3,250	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 3,250</b>	<b>\$ 3,250</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
KDOT	\$ 3,250	\$ 3,250	\$ -	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 3,250</b>	<b>\$ 3,250</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	SAN0002-23	<b>Funding Status:</b>	Funded
<b>Dept:</b>	Sewer	<b>Project Status:</b>	Construction
<b>Primary Citizen Survey:</b>	6 - Sewer	<b>Project Manager:</b>	Dan Merkh
<b>Secondary Citizen Survey:</b>	N/A	<b>Council Strategy:</b>	6 - NA

**Project Name:** Dwyer Farms Sewer Main Extension (Sites 1, 2 & 3)

**Project Description:** Install approximately 1600 LF of 8" sewer main across South Lake, BNSF rail, and KPC pipeline (Site #1). This gravity main terminates at Edgerton Rd/8th Street. This project also includes installation of an equalization basin, improving the City Lift Station (EWWLS) to 1.1 MGD, an 18" transmission main, as well as upsizing a segment along Sunflower Rd (Site #2). SCADA Improvements and aged replacements at BBCWWTP (Site #3).

**Operations Impact:**

**Additional Staff:** Trey Whitaker **Time:** N/A

**Outside Funding Available?** Yes

**Notes:** Utilize RHID

**Year of Design** 2023-2025  
**Year of Construction** 2024-2026 **Year of Completion** 2026

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	537,254	67,810	57,360	412,084	-	-	-
Construction	2,984,743	771,725	466,410	1,746,608	-	-	-
Construction Inspection	358,169	61,008	68,446	228,715	-	-	-
City Engineer	119,390	33,650	7,784	77,956	-	-	-
Utility Relocation	40,000	-	-	40,000	-	-	-
Land Acquisition/ROW/Easements	119,390	43,590	-	75,800	-	-	-
Permits	5,000	1,398	-	3,602	-	-	-
Misc. (Legal, recording fees)	25,000	22,039	-	2,961	-	-	-
Contingency	811,054	-	-	811,054	-	-	-
<b>Total Cost</b>	<b>5,000,000.00</b>	<b>\$ 1,001,220</b>	<b>\$ 600,000</b>	<b>\$3,398,780</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
RHID	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 5,000,000</b>	<b>\$ 5,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>		<b>Funding Status:</b>	Funded
<b>Dept:</b>	Administration	<b>Project Status:</b>	Concept
<b>Primary Citizen Survey (2024):</b>	9 - NA	<b>Project Manager:</b>	Kara Banks
<b>Secondary Citizen Survey (2024):</b>	9 - NA	<b>Council Strategy:</b>	4 - Technology

**Project Name:** City Website Redesign

**Project Description:** This project would create a modern, user-friendly platform that makes it easier for residents, businesses, and visitors to quickly find the information and services they need. The City is mandated to meet federal regulations for accessibility by April 2027, The new website will also enhance mobile compatibility, and better showcase community resources. New codification system would be easier for navigation and more intuitive searching for public.

<b>Plans/Studies (if available):</b>		<b>Ranking:</b>	
<b>Development Agreements:</b>			
<b>Operations Impact:</b>	Annual maintenance of the website ranges from \$1200/year to \$6000/year depending on which company we use.		

**Additional Staff:** N/A

**Outside Funding Available?** No

**Funding Notes:** Grants are unlikely because the new ADA compliance requirements are across the board.

<b>Year of Design</b>	2026	<b>Year of Estimate</b>	2025
<b>Year of Construction</b>	2026	<b>Year of Completion</b>	2027

**Inflation Factor:**

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<b>Project Cost</b>	<b>Todays \$</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Study/Planning	-	-	-	-	-	-	-
Construction	35,000	-	-	35,000	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	5,000	-	-	5,000	-	-	-
<b>Total Cost</b>	<b>\$ 40,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 40,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 40,000	\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 40,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 40,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

**Project Number:**   
**Dept:**   
**Primary Citizen Survey (2024):**   
**Secondary Citizen Survey (2024):**

**Funding Status:**   
**Project Status:**   
**Project Manager:**   
**Council Strategy:**

**Project Name:**

**Project Description:**

**Plans/Studies (if available):**  **Ranking:**

**Development Agreements:**

**Operations Impact:**

**Additional Staff:**

**Outside Funding Available?**

**Funding Notes:**

**Year of Design**   
**Year of Construction**

**Year of Estimate**   
**Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Today's \$</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>
Design	\$ 45,000	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -
Study/Planning	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 45,000	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>		<b>Funding Status:</b>	Funded
<b>Dept:</b>	Public Works	<b>Project Status:</b>	Concept
<b>Primary Citizen Survey (2024):</b>	6 - Stormwater	<b>Project Manager:</b>	Dan Merkh
<b>Secondary Citizen Survey (2024):</b>	1 - Streets	<b>Council Strategy:</b>	1 - Stormwater

**Project Name:** W Martin and W McDonald (1st to W 4th) Stormwater Project PER

**Project Description:** This project includes performing a preliminary engineering report (PER) to evaluate the stormwater conditions in the area of W Martin and W McDonald from 1st St to W 4th St. This project was identified in the stormwater master plan. The PER would evaluate the present conditions and recommend improvements and probable costs.

<b>Plans/Studies (if available):</b>	Stormwater Master Plan	<b>Ranking:</b>	T9
<b>Development Agreements:</b>			
<b>Operations Impact:</b>			

**Additional Staff:**

**Outside Funding Available?**

**Funding Notes:** JOCO SMP

<b>Year of Design</b>	<input type="text"/>	<b>Year of Estimate</b>	<input type="text"/>
<b>Year of Construction</b>	<input type="text"/>	<b>Year of Completion</b>	<input type="text"/>

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Study/Planning	150,000	-	150,000	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>		<b>Funding Status:</b>	Funded
<b>Dept:</b>	Public Works	<b>Project Status:</b>	Concept
<b>Primary Citizen Survey (2024):</b>	6 - Stormwater	<b>Project Manager:</b>	Dan Merkh
<b>Secondary Citizen Survey (2024):</b>	1 - Streets	<b>Council Strategy:</b>	1 - Stormwater

**Project Name:** West 8th and West Nelson (A)

**Project Description:** Install new pipes and area inlets. Re-grade rear and side yards of four residential lots to drain to inlets to alleviate reported building flooding and sanitary sewer backups. Project ranked #3 in Stormwater Master Plan. Could be combined with the W 8th St and W Nelson St (B) Stormwater Project.

<b>Plans/Studies (if available):</b>	Stormwater Master Plan	<b>Ranking:</b>	3
<b>Development Agreements:</b>			
<b>Operations Impact:</b>			

**Additional Staff:**

**Outside Funding Available?** Maybe

**Funding Notes:** JOCO SMP, KWO

<b>Year of Design</b>	2026	<b>Year of Estimate</b>	
<b>Year of Construction</b>	2027	<b>Year of Completion</b>	

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Study/Planning	-	-	-	-	-	-	-
Construction	291,630	-	30,000	261,630	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	29,163	-	-	29,163	-	-	-
<b>Total Cost</b>	<b>\$ 320,793</b>	<b>\$ -</b>	<b>\$ 30,000</b>	<b>\$ 290,793</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 320,793	\$ -	\$ 30,000	\$ 290,793	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 320,793</b>	<b>\$ -</b>	<b>\$ 30,000</b>	<b>\$ 290,793</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>		<b>Funding Status:</b>	Funded
<b>Dept:</b>	Public Works	<b>Project Status:</b>	Concept
<b>Primary Citizen Survey (2024):</b>	6 - Stormwater	<b>Project Manager:</b>	Dan Merkh
<b>Secondary Citizen Survey (2024):</b>	1 - Streets	<b>Council Strategy:</b>	1 - Stormwater

**Project Name:** West 8th and West Nelson (B)

**Project Description:** Install new pipes and curb inlets near W 8th/Nelson and W 7th/Nelson intersections to address street flooding. Ranked #2 in Stormwater Master Plan. Well suited to design and construction with West 8 and West Nelson (A) Project.

<b>Plans/Studies (if available):</b>	Stormwater Master Plan	<b>Ranking:</b>	2
<b>Development Agreements:</b>			
<b>Operations Impact:</b>			

**Additional Staff:**

**Outside Funding Available?** Maybe

**Funding Notes:** JOCO SMP, KWO

<b>Year of Design</b>	2026	<b>Year of Estimate</b>	
<b>Year of Construction</b>	2027	<b>Year of Completion</b>	

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Study/Planning	-	-	-	-	-	-	-
Construction	391,824	-	40,000	351,824	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	39,182	-	-	39,182	-	-	-
<b>Total Cost</b>	<b>\$ 431,006</b>	<b>\$ -</b>	<b>\$ 40,000</b>	<b>\$ 391,006</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 431,006	\$ -	\$ 40,000	\$ 391,006	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 431,006</b>	<b>\$ -</b>	<b>\$ 40,000</b>	<b>\$ 391,006</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

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

**Project Name:**

**Project Description:** The project will develop a Water Master Plan to evaluate the aging drink water infrastructure across town and prioritize rehabilitation and replacement projects. Additional support including design, engineering, permitting and opinions of probable cost of the projects. The evaluation will also inform any remaining unknowns from the City of Edgerton's Lead and Copper Service Line Inventory. By identifying the unknowns the machine learning model will have a higher confidence level for future tracking of lead and copper throughout the water system. The deadline for the update to the LSLI is due November of 2027. Consideration for the future of lead, galvanized, and copper pipe throughout the City. (Testing, inspection, replacement) and PFAS regulations and requirements for clean water. This project will also include consideration for water quality and include GIS of water utility infrastructure.

<b>Plans/Studies (if available):</b>		<b>Ranking:</b>	
<b>Development Agreements:</b>			
<b>Operations Impact:</b>	This will inform the future strategy for water quality, Lead and Copper, PFAS and other regulatory items from EPA.		

**Additional Staff:**

**Outside Funding Available?**

**Funding Notes:**

<b>Year of Design</b>	2030	<b>Year of Estimate</b>	2025
<b>Year of Construction</b>		<b>Year of Completion</b>	2030

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	280,000	-	-	-	-	-	280,000
Study/Planning	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	15,000	-	-	-	-	-	15,000
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	5,000	-	-	-	-	-	5,000
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 300,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 300,000</b>

<b>Project Financing</b>							
Water Fund	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000
Water System Development Fee	210,000	-	-	-	-	-	210,000
<b>Total Funding Sources</b>	<b>\$ 300,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 300,000</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Dan Merkh
<b>Council Strategy:</b>	2 - Streets

**Project Name:** 191st Reconstruction

**Project Description:** Reconstruction of 191st from Waverly to East City Limits (appx 2580 LF). 42' wide, curb, stormwater, sanitary, water, trail on one side, sidewalk on one side, street lighting, signage, stripping. Also included are improvements to 3 intersections.

**Operations Impact:**

**Additional Staff:** **Time:** N/A

**Outside Funding Available?**

**Notes:**

<b>Year of Design</b>	2026	<b>Year of Estimate</b>	2025
<b>Year of Construction</b>	2028	<b>Year of Completion</b>	2028

**Inflation Factor:**  4%  4%

<b>Project Cost</b>	<b>Today's \$</b>	<b>2025 Prior</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
Design	\$ 522,609	-	522,609	-	-	-	-
Study/Planning	86,855	86,855	-	-	-	-	-
Construction	4,688,182	-	-	-	4,688,182	-	-
Construction Inspection	515,700	-	-	-	515,700	-	-
City Engineer	46,882	-	46,882	-	-	-	-
Utility Relocation	150,000	-	-	150,000	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	75,000	-	-	75,000	-	-	-
Permits	5,000	-	-	5,000	-	-	-
Misc. (Legal, recording fees)	9,772	-	-	9,772	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 6,100,000</b>	<b>\$ 86,855</b>	<b>\$ 569,491</b>	<b>\$ 239,772</b>	<b>\$ 5,203,882</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
Benefit District	\$ 6,100,000	\$ -	\$ 656,346	\$ 239,772	\$ 5,203,882	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 6,100,000</b>	<b>\$ -</b>	<b>\$ 656,346</b>	<b>\$ 239,772</b>	<b>\$ 5,203,882</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>		<b>Funding Status:</b>	Funded
<b>Dept:</b>	Water	<b>Project Status:</b>	Concept
<b>Primary Citizen Survey:</b>	4 - Water	<b>Project Manager:</b>	Dan Merkh
<b>Secondary Citizen Survey:</b>	N/A	<b>Council Strategy:</b>	6 - NA

**Project Name:** Dwyer Farms Development Water Connections - Phase 2

**Project Description:** Design and construction of one water connection at Darby and Braun (2.1). Project timeline will depend on construction of Dwyer Farms, 3rd Plat.

**Operations Impact:**

**Additional Staff:** Trey Whitaker

**Time:** N/A

**Outside Funding Available?** Yes

**Notes:** Utilize RHID

**Year of Design** 2026  
**Year of Construction** 2026

**Year of Completion** 2026

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	9,000	-	9,000	-	-	-	-
Construction	75,000	-	75,000	-	-	-	-
Construction Inspection	9,000	-	9,000	-	-	-	-
City Engineer	3,000	-	3,000	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	3,000	-	3,000	-	-	-	-
Permits	2,500	-	2,500	-	-	-	-
Misc. (Legal, recording fees)	5,000	-	5,000	-	-	-	-
Contingency	15,000	-	15,000	-	-	-	-
<b>Total Cost</b>	<b>\$ 121,500</b>	<b>\$ -</b>	<b>\$ 121,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
RHID	\$ 121,500	\$ -	\$ 121,500	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 121,500</b>	<b>\$ -</b>	<b>\$ 121,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Dan Merkh
<b>Council Strategy:</b>	2 - Streets

**Project Name:** West 8th Street from West Braun St to South City Limits (1300lf)

**Project Description:** Today this section of W 8th Street is a two-lane open ditch gravel roadway. This roadway connects 207th Street/W Braun Street to I35 Highway as a connecting link between two CARS eligible routes. For W 8th Street this reconstruction project will replace the existing gravel roadway with upgraded pavement, additionally this project will include all other supporting infrastructure, enclosed stormwater, sidewalk/trail, etc.

**Operations Impact:**

**Additional Staff:** Trey Whitaker **Time:** N/A

**Outside Funding Available?** Maybe

**Notes:** CARS Project 2026-2030

<b>Year of Design</b>	2026	<b>Year of Completion</b>	2028
<b>Year of Construction</b>	2028		

**Inflation Factor:**

<b>Project Cost</b>	<b>Today's \$</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	350,957	-	350,957	-	-	-	-
Study/Planning	-	-	-	-	-	-	-
Construction	2,339,717	-	-	-	2,339,717	-	-
Construction Inspection	280,766	-	-	-	280,766	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	93,589	-	-	93,589	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	70,192	-	-	70,192	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	364,779	-	-	-	364,779	-	-
<b>Total Cost</b>	<b>\$ 3,500,000</b>	<b>\$ -</b>	<b>\$ 350,957</b>	<b>\$ 163,781</b>	<b>\$ 2,985,262</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
Park Impact Fee	-	-	-	-	-	-	-
CARS	1,310,242	-	-	-	1,310,242	-	-
RHID	2,189,759	-	350,957	163,781	1,675,021	-	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 3,500,000</b>	<b>\$ -</b>	<b>\$ 350,957</b>	<b>\$ 163,781</b>	<b>\$ 2,985,262</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	WTR0002-23	<b>Funding Status:</b>	Funded
<b>Dept:</b>	Water	<b>Project Status:</b>	Concept
<b>Primary Citizen Survey:</b>	4 - Water	<b>Project Manager:</b>	Dan Merkh
<b>Secondary Citizen Survey:</b>	N/A	<b>Council Strategy:</b>	6 - NA

**Project Name:** Dwyer Farms Waterline Improvements

**Project Description:** Assess need, and install upgraded waterline along 8th St./Edgerton Rd. approximately 1300 LF of waterline

**Operations Impact:**

**Additional Staff:** **Time:** N/A

**Outside Funding Available?** Yes

**Notes:** Utilize RHID

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

**Inflation Factor:**

<b>Project Cost</b>	<b>Today's \$</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	46,800	-	46,800	-	-	-	-
Construction	390,000	-	-	-	390,000	-	-
Construction Inspection	46,800	-	-	-	46,800	-	-
City Engineer	15,600	7,773	7,827	-	-	-	-
Utility Relocation	20,000	-	-	20,000	-	-	-
Land Acquisition/ROW/Easements	15,600	-	-	15,600	-	-	-
Permits	2,500	-	-	2,500	-	-	-
Misc. (Legal, recording fees)	5,000	-	-	-	5,000	-	-
Contingency	78,000	-	-	-	78,000	-	-
<b>Total Cost</b>	<b>\$ 620,300</b>	<b>\$ 7,773</b>	<b>\$ 54,627</b>	<b>\$ 38,100</b>	<b>\$ 519,800</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>		<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
RHID	\$ 620,300	\$ 7,773	\$ 54,627	\$ 38,100	\$ 519,800	\$ -	\$ -
CARS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 620,300</b>	<b>\$ 7,773</b>	<b>\$ 54,627</b>	<b>\$ 38,100</b>	<b>\$ 519,800</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	
<b>Dept:</b>	Administration
<b>Primary Citizen Survey (2024):</b>	9 - NA
<b>Secondary Citizen Survey (2024):</b>	9 - NA

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Kara Banks
<b>Council Strategy:</b>	6 - NA

**Project Name:** 2026 Residential Property Tax Rebate

**Project Description:** Provide a rebate of 10% of the City of Edgerton taxes paid by owners of residential property classified as single family or duplex .

<b>Plans/Studies (if available):</b>	n/a	<b>Ranking:</b>	
<b>Development Agreements:</b>	n/a		
<b>Operations Impact:</b>	This would be a new program that would require City staff time to review and process applications and generate payments.		

**Additional Staff:**

**Outside Funding Available?**

**Funding Notes:**

<b>Year of Design</b>	2026	<b>Year of Estimate</b>	2025
<b>Year of Construction</b>	2026	<b>Year of Completion</b>	2026

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Study/Planning	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	45,000	-	45,000	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 45,000</b>	<b>\$ -</b>	<b>\$ 45,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 45,000	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 45,000</b>	<b>\$ -</b>	<b>\$ 45,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## City Council Action Item

**Council Meeting Date:** October 23, 2025

**Department:** Public Works

### Agenda Item: Consider the Purchase of a Trailer Mounted Generator

**Background/Description of Item:**

On September 11, 2025, staff presented the recommended 2026 Budget to City Council for approval. As part of this presentation staff made recommendations to fund the Vehicle & Equipment Program 2026-2030. Outlined in this recommendation was the purchase of a Trailer Mounted Generator in 2025. The approved budget for the item is \$40,000.

The sizing of the trailer mounted generator was determined by reviewing the equipment’s potential use cases. The specifications from existing infrastructure, existing buildings, and reviewing prior rentals all were used to determine the right size of the machine.

The Vehicle and Equipment Policy requires the preparation of the specifications for the replacement of equipment with an effort for those to be as “standard” as possible. This provides for economical and efficient maintenance and repairs, as well as equipment operation. Staff used cooperative purchasing partnerships and the competitive bidding approach. Utilizing both of these processes, staff solicited 3 bids from vendors both local and online.

Below is a table of the bids.

Company	Manufacturer	Model	KW	Run Time (HRS)	3 Phase (480/240/208)	Single Phase	Camlock Cables	Quoted Price	Final Price
Central Power	Bobcat	PG50	40	24	Y	Y	N	\$39,500	\$41,000
LK Power	Quantum	BDPU50	50	20	Y	Y	Y	\$40,000	\$40,000
Absolute Generators	Multiquip	DCA45	40	27	Y	Y	N	\$45,513	\$47,013

The trailer mounted generator from LK power is both sized within existing needs, while allowing growth for future. The vendor of this unit is both local and currently provides the maintenance program for our generators. The BDPU50 also comes with camlocks included in the purchase price, which are essential for connecting to our booster pump stations, City Hall, and other areas of need. The additional cost to add camlock cables to the other generator options would increase each overall cost by \$1,500. After the inclusion of this addition, the

equipment from LK Power is the lowest available option. Staff Recommends approving the purchase of a trailer mounted generator from LK Power for an amount not to exceed \$40,000. This purchase is within approved budget.

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

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**Funding Source:** Equipment Reserve Funds – General, Water, Sewer

**Budget Allocated:** \$40,000

x Karen E. Kindle

**Finance Director Approval:** Karen Kindle, Finance Director

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**Recommendation: Approve the Purchase of a Trailer Mounted Generator, from LK power, in an amount not to exceed \$40,000.**

**Enclosed:** Quotes

**Prepared by:** Chase Forrester, Foreman



# ESTIMATE

50KW Portable Generator Purchase

**LK Power Systems**

7730 North Shannon Avenue  
Kansas City, Missouri 64152  
United States

8162262026

www.lkpowersystems.com

**BILL TO**

**City of Edgerton**

Trey Whitaker  
404 East Nelson Street  
Edgerton, Kansas 66021  
United States

913-893-6231

twhitaker@edgertonks.org

**Estimate Number:** 159

**Estimate Date:** August 25, 2025

**Valid Until:** October 24, 2025

**Grand Total (USD): \$40,000.00**

Items	Quantity	Price	Amount
<b>BDPU50 Quantum Portable Generator</b> - 50KW Quantum Trailer Mounted Generator - 2 Year Warranty - Cam lock Cables	1	\$40,000.00	\$40,000.00

**Grand Total (USD): \$40,000.00**

**Notes / Terms**

Quantum BDPU50 Portable Generator.

# CENTRAL

## POWER SYSTEMS & SERVICES

Date: 6.18.2025

Phone: (816) 415-6700 Fax: (816) 415-6767

To: **Chase Forrester**  
 Company: **Edgerton KS**  
 Phone: 913-292-4077  
 Email: [carl.mayer@modot.mo.gov](mailto:carl.mayer@modot.mo.gov)

From: Central Power Systems & Services  
 Matt Garringer  
 E-Mail: [matt.garringer@cpower.com](mailto:matt.garringer@cpower.com)  
 Cell: 760-201-7979

Product Description	Qty.	Unit Price	Totals
<b>Bobcat PG50WDO-3A-T4F</b> Cold Weather package Block heater Battery Charger  Please see atatched spec shet for more deatils  <b>Sourcewell quote Contract # 020923-CEC</b> <b>Member # 34823</b>	1	\$39,500.00	\$39,500.00
<b>Total Before Tax</b>			<b>\$39,500.00</b>
Customer Signature and PO# _____			

TERMS & CONDITIONS: All conditions and sales are FOB point of shipment unless otherwise stated. Our responsibility ceases upon delivery of product(s) to carrier. The prices and terms stated in the above quotation are not subject to verbal changes or agreements unless approved in writing by the Seller. All quotations are contingent upon the availability of materials, and subject to other causes beyond our control. Prices are based upon costs and conditions existing on the date of the quotation, and are subject to change by the Seller before final acceptance. We use our best efforts in every case to ship within the time promised, but do not guarantee to do so.



## Multiquip Silent Diesel Generator - DCA45SSIU4F, 50 kVA, 40 kW, 1 & 3-Phase

1 Questions \ 1 Answers

List Price: ~~\$53,806.00~~

Sale Price: \$46,935.00

SKU: DCA45SSIU4F  
MODEL: DCA45SSIU4F  
STATUS: Available

### Trailer & Skid-Mounted Options \*

Trailer With No Additional Fuel Capacity, Elec Brks (TRLR45E) (Includes NET 79.2 ... ▾

### Options & Accessories

- Camlock Receptacles (1 Set) (CAMLOK1KITD) (INCLUDED)
- Power Balance Kit (For Wet Stacking) (MQPPB45I4F) + \$6,733.00
- Battery Charger (MQPBCKIT-A) + \$474.00
- Engine Block Heater (MQPHEATKIT-C) + \$825.00
- Low Coolant Shutdown (LCSD12KIT) + \$717.00
- Spark Arrester (SPARK3KIT) + \$555.00
- 3-Way Fuel Valve-Manual (MQP3WAYVALVE45) + \$995.00
- 2" Ball Hitch (29228) + \$76.00
- 2 5/16" Ball Hitch (EE43253) + \$76.00
- 3" Pintle Hitch (EE36264) + \$76.00
- 3-Way Fuel Valve- Auto- MQP3WAYAUTOKIT-B + \$694.00
- DCA45TRLR75 Mounting Kit + \$231.00



DATE: October 20, 2025

TO: Mayor and City Council Members

FROM: Beth Linn, City Administrator  
Dan Merkh, Public Works Director

SUBJECT: Report on Braun Intertec Evaluation of Concrete Scaling of Exterior Pavement at The Greenspace

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During the winter of 2024, City Staff noticed areas of concrete pavement where the surface was beginning to flake or scale off. City Staff and the Contractor spoke with the concrete provider and other concrete experts in the area; however, the cause of the scaling could not be definitively confirmed at that time.

On April 10, 2025, City Council approved a contract with Braun Intertec to evaluate the concrete scaling of exterior payment at The Greenspace. The Contract with Braun included a petrographic analysis on selected concrete cores to evaluate the concrete mix, air voids, finishing and other elements of the concrete placement that could be the cause of the concrete scaling.

Braun Intertec provided the report to City Staff. Six cores were initially taken from various locations throughout The Greenspace project. Two cores were submitted for the petrographic analysis. A summary of the reported findings is below.

- The top surface of the concrete cores shown over-drying during the initial curing process indicating improper curing practices.
- Over finishing of the concrete surface was also observed, likely due to the concrete surface drying out prior to completion of finishing.
- Concrete cores observed showed zones that were exhibiting characteristic of concrete that was significantly older. This is another sign of improper curing methods.

The Braun report concluded that the scaling observed on the surface of the concrete is caused by the concrete being susceptible to damage from repeated freezing and thawing of water. The **susceptibility of the concrete surface is due to delayed or a lack of curing which allowed the surface to dry out faster than acceptable to allow for proper curing.** The lack of water at the surface limited the hydration of the cement in this region and developed a weak concrete surface as related to freeze/thaw durability. It was **not from the application of salt or ice melt.**



City staff has shared the Report with the entire Project Team for The Greenspace, and then met with the entire team onsite. During that meeting, Combes Construction concrete supplier (Geiger) shared information describing similar concerns nationwide concern due to a new type of cement mix (Type 1L) mandated in the industry. A summary of the changes to the concrete industry as a relates to this mix are below.

- Beginning in 2021, the American Cement Association (ACA) began requiring cement manufacturers to replace Ordinary Portland Cement (Type 1) with Portland Limestone Cement (Type 1L).
- By mid-2024 Type 1L cement became the only cement product available for local concrete suppliers.
- Type 1L is designed to perform comparably to standard Type 1 so concrete suppliers began replacing Type 1 with 1L cement without further guidance to contractors.
- In July of 2025, due to the influx of concerns related to concrete spalling issues, concrete manufacturers began recommending changes to best practices for concrete finishing and curing to adjust for the Type 1L cement.

Following the meeting on site with the Team, Combes Construction has prepared a Proposal for The City that will be considered at this same City Council meeting.

Staff is finalizing the final invoice for the Concrete Analysis by Braun Intertec and will bring forward project closeout and final payment to City Council at a future meeting.

**City of Edgerton - 3rd Quarter 2025 Report  
General Fund (Unaudited)**

	<b>YTD Actual</b>	<b>2025 Budget</b>	<b>% Used</b>	<b>Remaining</b>
<b>Revenues:</b>				
Ad Valorem Tax	\$ 3,045,540	\$ 3,049,422	99.9%	\$ (3,882)
City TIF Increment	\$ (68,110)	\$ (69,531)	98.0%	\$ 1,421
Delinquent Tax	\$ 6,523	\$ -	n/a	\$ 6,523
Motor Vehicle Tax	\$ 42,945	\$ 50,377	85.2%	\$ (7,432)
Recreational Vehicle Tax	\$ 993	\$ 729	136.3%	\$ 264
16/20M Vehicle Tax	\$ 141	\$ 141	100.0%	\$ -
Local Alcoholic Liquor Tax	\$ 6,414	\$ 8,500	75.5%	\$ (2,086)
Local Comp Use Tax	\$ 246,745	\$ 308,000	80.1%	\$ (61,255)
County Use Tax	\$ 123,762	\$ 157,000	78.8%	\$ (33,238)
Local Sales Tax	\$ 498,109	\$ 616,100	80.8%	\$ (117,991)
County Sales Tax	\$ 343,933	\$ 412,150	83.4%	\$ (68,217)
Franchise Tax	\$ 191,585	\$ 235,000	81.5%	\$ (43,415)
Licenses & Permits	\$ 169,625	\$ 383,976	44.2%	\$ (214,351)
Charges for Services	\$ 128,778	\$ 143,830	89.5%	\$ (15,052)
Fines & Forfeitures	\$ 59,571	\$ 120,000	49.6%	\$ (60,429)
Miscellaneous	\$ 32,172	\$ -	n/a	\$ 32,172
Investment Income	\$ 97,511	\$ 20,000	487.6%	\$ 77,511
<b>Total Revenue</b>	<b>\$ 4,926,238</b>	<b>\$ 5,435,694</b>	<b>90.6%</b>	<b>\$ (509,456)</b>

<b>Expenditures:</b>				
General Government	\$ 842,578	\$ 1,125,955	74.8%	\$ 283,377
Law Enforcement	\$ 336,856	\$ 698,244	48.2%	\$ 361,388
Public Works	\$ 519,692	\$ 779,614	66.7%	\$ 259,922
Parks	\$ 361,773	\$ 541,653	66.8%	\$ 179,880
Facilities	\$ 316,721	\$ 506,787	62.5%	\$ 190,065
Fleet Maintenance	\$ 59,063	\$ 80,027	73.8%	\$ 20,964
Community Development	\$ 277,583	\$ 437,770	63.4%	\$ 160,187
Economic Development	\$ 514,233	\$ 593,147	86.7%	\$ 78,914
Information Technology	\$ 90,397	\$ 143,305	63.1%	\$ 52,908
Employee Benefits	\$ 511,218	\$ 703,668	72.7%	\$ 192,450
<b>Total Expenditures</b>	<b>\$ 3,830,114</b>	<b>\$ 5,610,169</b>	<b>68.3%</b>	<b>\$ 1,780,055</b>

**Sources Over(Under) Expenditures: \$ 1,096,124 \$ (174,475)**

**Other Financing Sources & Uses**

**Transfers from Other Funds:**

Transfer from Capital Projects Fund	\$ 50,793	\$ -	n/a	\$ (50,793)
Transfer from LPKC Ph 1 PIF	\$ 305,520	\$ 301,211	101.4%	\$ (4,309)
Transfer from TIF Funds-City TIF Fee	\$ 1,426	\$ 1,459	97.7%	\$ 33

**Transfers to Other Funds:**

Transfer to Equipment Reserve Fund-General	\$ (132,525)	\$ (125,000)	106.0%	\$ 7,525
Transfer to Capital Projects Fund	\$ (33,560)	\$ (3,000)	n/a	\$ 30,560
Transfer to IT Equipment Reserve-General	\$ (40,000)	\$ (40,000)	100.0%	\$ -

Total Other Financing Sources & Uses \$ 151,654 \$ 134,670

<b>Beginning Fund Balance</b>	\$ 2,669,938	\$ 2,288,368
<b>Estimated Ending Fund Balance</b>		\$ 2,248,563
<b>Unaudited Ending Fund Balance</b>	<b>\$ 3,917,716</b>	

**Reserve Required**

17% of 2025 budgeted expenditures	\$ 954,239
25% of 2025 budgeted expenditures	\$ 1,403,292

**Budget Authority**

2025 Budget Authority	\$ 8,026,731
Remaining 2025 Budget Authority	\$ 4,044,963
% of Budget Authority Used	49.6%

**City of Edgerton - 3rd Quarter 2025 Report**  
**Water Fund (Unaudited)**

	<b>YTD Actual</b>	<b>2025 Budget</b>	<b>% Used</b>	<b>Remaining</b>
<b>Revenues:</b>				
Charges for Services	\$ 514,140	\$ 533,440	96.4%	\$ (19,300.47)
Fines & Forfeitures	\$ 6,468	\$ 8,000	80.9%	\$ (1,531.96)
Miscellaneous	\$ 344	\$ -	n/a	\$ 343.80
Investment Income	\$ 8,124	\$ 2,500	325.0%	\$ 5,624.10
<b>Total Revenue</b>	<b>\$ 529,075</b>	<b>\$ 543,940</b>	<b>97.3%</b>	<b>\$ (14,864.53)</b>

<b>Expenditures:</b>				
Fleet Maintenance	\$ 3,956	\$ 8,763	45.1%	\$ 4,807
Information Technology	\$ 26,819	\$ 39,711	67.5%	\$ 12,892
Production	\$ 151,403	\$ 204,766	73.9%	\$ 53,363
Distribution	\$ 34,866	\$ 70,460	49.5%	\$ 35,594
Administrative-Water	\$ 121,486	\$ 178,269	68.1%	\$ 56,783
Employee Benefits	\$ 32,600	\$ 46,885	69.5%	\$ 14,286
Debt Service	\$ 14,955	\$ 14,956	100.0%	\$ 1
<b>Total Expenditures</b>	<b>\$ 386,086</b>	<b>\$ 563,810</b>	<b>68.5%</b>	<b>\$ 177,724</b>

**Sources Over(Under) Expenditures: \$ 142,990 \$ (19,870)**

**Transfer from Other Funds**

Transfer from Capital Project Fund \$ - \$ - n/a \$ -

**Transfers to Other Funds:**

Transfer to Equipment Reserve Fund-Water \$ (25,000) \$ (25,000) 100.0% \$ -

Transfer to Capital Projects Fund \$ - \$ - n/a \$ -

Transfer to IT Equipment Reserve-Water \$ (5,000) \$ (5,000) 100.0% \$ -

Transfer to Infrastructure Fund-Water \$ (7,500) \$ (7,500) 100.0% \$ -

**Total \$ (37,500) \$ (37,500)**

**Beginning Fund Balance**

\$ 251,677 \$ 211,413

**Estimated Ending Fund Balance**

\$ 154,043

**Unaudited Ending Fund Balance**

**\$ 357,167**

**Reserve Required**

17% of 2025 budgeted expenditures \$ 95,848

25% of 2025 budgeted expenditures \$ 140,953

**Budget Authority**

2025 Budget Authority \$ 755,352

Remaining 2025 Budget Authority \$ 406,766

% of Budget Authority Used 46.1%

**City of Edgerton - 3rd Quarter 2025 Report**  
**Sewer Fund (Unaudited)**

	<b>YTD Actual</b>	<b>2025 Budget</b>	<b>% Used</b>	<b>Remaining</b>
<b>Revenues:</b>				
Charges for Services	\$ 680,144	\$ 839,363	81.0%	\$ (159,219)
Licenses & Permits	\$ -	\$ 100	0.0%	\$ (100)
Fines & Forfeitures	\$ 8,292	\$ 10,000	82.9%	\$ (1,708)
Miscellaneous	\$ -	\$ -	n/a	\$ -
Investment Income	\$ 23,909	\$ 3,500	683.1%	\$ 20,409
<b>Total Revenue</b>	<b>\$ 712,344</b>	<b>\$ 852,963</b>	<b>83.5%</b>	<b>\$ (140,619)</b>
<b>Expenditures:</b>				
Fleet Maintenance	\$ 4,668	\$ 9,978	46.8%	\$ 5,311
Information Technology	\$ 31,981	\$ 50,423	63.4%	\$ 18,442
Treatment Plant	\$ 154,136	\$ 207,980	74.1%	\$ 53,844
Sewer Line Maintenance	\$ 2,077	\$ 13,200	15.7%	\$ 11,123
Lift Stations/Vaults	\$ 19,970	\$ 38,950	51.3%	\$ 18,980
Administrative-Sewer	\$ 184,882	\$ 310,661	59.5%	\$ 125,780
Employee Benefits	\$ 58,619	\$ 95,368	61.5%	\$ 36,749
Debt Service	\$ 195,438	\$ 195,438	100.0%	\$ 1
<b>Total Expenditures</b>	<b>\$ 651,771</b>	<b>\$ 921,999</b>	<b>70.7%</b>	<b>\$ 270,228</b>
<b>Sources Over(Under) Expenditures:</b>	<b>\$ 60,573</b>	<b>\$ (69,036)</b>		
<b>Transfer from Other Funds:</b>				
Transfer from Capital Projects Fund	\$ 41,352	\$ -	n/a	\$ (41,352)
<b>Transfers to Other Funds:</b>				
Transfer to Equipment Reserve Fund-Sewer	\$ (15,000)	\$ (15,000)	n/a	\$ -
Transfer to Capital Projects Fund	\$ (50,000)	\$ (50,000)	100.0%	\$ -
Transfer to IT Equipment Reserve-Sewer	\$ (5,000)	\$ (5,000)	100.0%	\$ -
Transfer to Infrastructure Fund-Sewer	\$ (20,000)	\$ (20,000)	100.0%	\$ -
<b>Total</b>	<b>\$ (48,648)</b>	<b>\$ (90,000)</b>		
<b>Beginning Fund Balance</b>	<b>\$ 1,006,488</b>	<b>\$ 750,791</b>		
<b>Estimated Ending Fund Balance</b>		<b>\$ 591,755</b>		
<b>Unaudited Ending Fund Balance</b>	<b>\$ 1,018,413</b>			
<b>Reserve Required</b>				
17% of 2025 budgeted expenditures	\$ 156,740			
25% of 2025 budgeted expenditures	\$ 230,500			
<b>Budget Authority</b>				
2025 Budget Authority	\$ 1,603,754			
Remaining 2025 Budget Authority	\$ 1,000,631			
% of Budget Authority Used	37.6%			



# Utilities Quarterly Update

June-August  
2025

## Water

**12,888,560**  
gallons purchased



### Flushing

- 3,200 gallons so far in 2025  
(chlorine residuals have been good)



0

Main Breaks

0

Failed Tests

### Testing

- Daily Chlorine
- Monthly Bac-T (Ecoli)
- Quarterly S2DBPR

### Testing Manhours

- Avg 1 hr/day
- 6 hrs/month
- 3 hr/test, 4 per year

### Water Tower Maintenance

County line tank received exterior paint and interior wash-out. The other two water towers received exterior inspections.



**346**

### Locates

Locates include water and sewer lines.  
Of the 346 locates, 20 have been emergency locates.

### Service Orders

Jan. 1 - May 20



**49**

turn-offs for non-payment



**71/49**

move-ins/move-outs

**28**

continuous flow reports

### Maintenance Highlights

**8**

Meter Changeout

**22**

New Meters Installed

**44**

Meter Maintenance

**1**

Fire Hydrant Replaced

### State Requirements

EPA Lead & Copper Rule - Next test in 2026

Annual Water Use Reports

Consumer Confidence Report - Annually in June

KDHE Sanitary Inspection - Every 3 yrs (due in 2026)

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

June-August  
2025

## Sewer

**17,016,000**  
gallons treated

**0** Leaks  
**0** Sanitary Sewer  
Overflow

### SCADA System Alarms

A total of **6,589 SCADA alarm events** were recorded. Not all events are serious or require a call-out or immediate action; however, all alarms are reviewed in some capacity. Events are prioritized by severity, with critical alarms requiring immediate response, moderate alarms monitored for trends, and minor alarms acknowledged and logged.

### Plant Maintenance

**108,500** gallons of liquid  
sludge removed

**10+** maintenance operations daily

- Bridge and clarifier drives and bearings inspected
- One drive bearing and both clarifier wheels replaced
- Diffusers inspected in aeration basin
- Blowers #1-4 received routine oil changes

### Lift Station Maintenance

- EWWLS -3 inspections/week
- West 8th St LS - Weekly inspection
- Pump Maintenance performed on pumps at EWWLS

### Sewer Jetting Program\*

\*This program is completed by Public Works

**0.7-1.0** Linear miles jetted  
this summer

### Training

KWEA Conference - 24 hours of training for C.Heinz

### Certifications

- 1 Class 3 Operator
- 1 Class 2 Operator
- 1 Class 1 Operator (PW)
- 1 Certified Backflow Tester



C.Heinz passed his  
Wastewater II Operator  
certification test

### State Requirements

- BBCWWTP Inspection/Collection System Inspection - Every 3 yrs (due in 2026)
- Stormwater Permit for BBCWWTP - Annually

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# Community Development Quarterly Report

Quarter 3:  
Jul-Sept 2025

## Building Permitting

### Building Permits Issued

**48** Residential      **1** Non-Residential

8 Re-roof      28 New Construction  
2 Deck      8 Other

### Inspections

**209** TOTAL INSPECTIONS COMPLETED

**194** Residential      **15** Non-Residential

**\$6,703,709** TOTAL PERMIT VALUATION

\$6,663,860 Residential Valuation  
\$39,849 Non-residential Valuation

## Population Estimate

**1,812**

Based upon Certificates of Occupancy and ownership data

## Planning & Zoning

**1** PUD for Phase III of Dwyer Farms Subdivision

**1** CUP for Maverik Pole Sign

**1** New sign permit

## Planning News



Community Planning Month was established in 2006 to highlight the role of planners and the importance of good planning in communities.

This year, Community Development Staff has highlighted some fun facts about the City in a series of videos on the City's Facebook page.



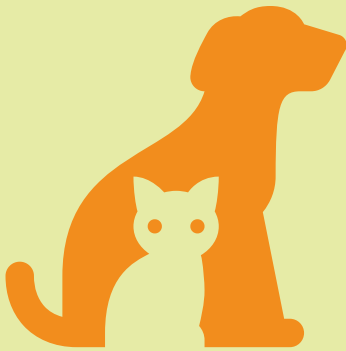
Maverik is nearing completion of construction of their new convenience store and gas station at the southwest corner of 199<sup>th</sup> Street and Homestead Lane. The shell of the building is complete and the contractor plans to pour asphalt by the end of October and plan to open in Q4 of 2025.



# Community Development Quarterly Report

Quarter 3:  
Jul-Sept 2025

## Animal Control



31

LOOSE ANIMALS

4

BARKING COMPLAINTS

3

DECEASED ANIMALS REMOVED

6

UNREGISTERED PET VIOLATIONS

0

NEGLECT INVESTIGATIONS

3

CHICKEN PERMITS & INSPECTIONS

0

DANGEROUS DOG

1

DOG BITE CASES

0

CITATION ISSUED

Boat/RV	6
Inoperable Vehicles	11
Trash/Exterior Conditions/Storage	11
Public Safety	4
Parking	0
Signage	0
Tall Grass/Weeds	27
Environmental	0
Zoning	1

## CODE ENFORCEMENT

67% ABATED

33% OPEN CASES

60

NEW VIOLATION LEVEL CASES

67%

OFFICER DRIVEN

0

CITATIONS ISSUED

26%

RESIDENT DRIVEN

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