

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
October 24, 2024
7:00 P.M.**

Call to Order

1. Roll Call

_____ Roberts _____ Longanecker _____ Lewis _____ Lebakken _____ Malloy _____ Conus

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 10, 2024 Regular City Council Meeting
5. Approve Subrecipient Grant Agreement between Johnson County, Kansas and the City of Edgerton to Accept Funding through a Community Development Block Grant of \$91,511.63 for the 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project.
6. Approve Resolution No. 10-24-24A 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.
7. Approve Application FP2024-0003, Final Plat for Edgerton Crossing, Second Plat, Located At The Southwest Corner Of W. 200th Street and Homestead Lane, Edgerton, Kansas.
8. Approve Application FP2024-0004, Final Plat for Edgerton Crossing, Third Plat, Located At The Northeast Corner Of W. 200th Street and Jubilee Street, Edgerton, Kansas.
9. Approve Allocation of 2024 Gas Tax Revenue to the 2023 Street Preservation Program and Reducing the 2024 Street Preservation Program Budget
10. Approve Allocation of Funding for LPKC Phase 1 Sewer Projects
11. Approve Allocation of Additional Funding for the Martin Creek Park South Fence Project
12. Approve a Three-Year Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Years 2024, 2025 and 2026
13. Approve Submittal of Application to the Kansas Department of Transportation (KDOT) for a 2024 Innovative Technology Program Grant
14. Approve Resolution No. 10-24-24B Consenting to the Assignment of a Development Agreement for the Dwyer Farms RHID Project
15. Approve Resolution No. 10-24-24C Consenting to the Appointment of a Successor Trustee and the Assignment of a Base Lease, Lease Agreement and Other Bond Documents in Connection with the City's Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Project), Series 2016, and Authorizing an Estoppel Certificate
16. Approve Resolution No. 10-24-24D Consenting to the Assignment of a Base Lease, Lease Agreement and Other Bond Documents in Connection with the City's Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC First Expansion Project), Series 2017, and Authorizing a Collateral Assignment, Estoppel and Subordination Agreement
17. Approve Resolution No. 10-24-24E Consenting to the Assignment of a Base Lease, Lease Agreement and Other Bond Documents in Connection with the City's Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Second Expansion Project), Series 2018, and Authorizing a Collateral Assignment, Estoppel and Subordination Agreement
18. Approve Resolution No. 10-24-24F Consenting to the Assignment of a Base Lease, Lease Agreement and Other Bond Documents in Connection with the City's Industrial Revenue

- Bonds (Coldpoint Logistics Real Estate, LLC Third Expansion Project), Series 2019, and Authorizing a Collateral Assignment, Estoppel and Subordination Agreement
19. Approve Resolution No. 10-24-24G Consenting to the Assignment of a Base Lease, Lease Agreement and other Bond Documents in Connection with the City's Industrial Revenue Bonds (ELHC XXXIII, LLC PROJECT), Series 2016

Motion: _____ Second: _____ Vote: _____

Regular Agenda

20. **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.
21. **Public Comments.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, 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 thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

The Mayor may modify these provisions, as necessary. The Mayor may limit any unnecessary, off-topic, or redundant comments or presentations. Speakers should address their comments to City Council members only and should not speak to fellow audience members. City Council members will not engage in a dialogue or debate with speakers. Speakers and audience members should conduct themselves in a civil and respectful manner. Disruptive conduct may result in removal from the meeting.

22. **Presentation** by Johnson County Fire District No. 1 Representatives.

Business Requiring Action

23. **CONSIDER PROFESSIONAL SERVICES AGREEMENT BETWEEN BURNS & MCDONNELL INC. AND THE CITY OF EDGERTON, KANSAS FOR THE ENGINEERING SERVICES FOR DWYER FARMS SANITARY SEWER IMPROVEMENTS – SITES 2 & 3**

Motion: _____ Second: _____ Vote: _____

24. **CONSIDER AWARDING IT MANAGED SERVICE PROVIDER CONTRACT TO IMAGINE IT**

Motion: _____ Second: _____ Vote: _____

25. **CONSIDER AGREEMENT WITH GARDNER DISPOSAL FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES FOR JANUARY 1, 2025 THROUGH DECEMBER 31, 2027**

Motion: _____ Second: _____ Vote: _____

26. CONSIDER ADOPTION OF THE 2025-2029 CIP

Motion: _____ Second: _____ Vote: _____

27. CONSIDER RESOLUTION NO. 10-24-24H PURSUANT TO K.S.A. § 26-201 SETTING FORTH THE NECESSITY FOR CONDEMNATION OF PRIVATE PROPERTY AND AUTHORIZING PREPARATION OF A SURVEY AND LEGAL DESCRIPTIONS OF THE PROPERTIES TO BE CONDEMNED

Motion: _____ Second: _____ Vote: _____

28. CONSIDER A BUDGET ADJUSTMENT FOR THE 2024 CDBG – 2ND AND HULETT SANITARY SEWER REHABILITATION PROJECT

Motion: _____ Second: _____ Vote: _____

29. CONSIDER AWARD OF CONSTRUCTION CONTRACT TO SAK CONSTRUCTION, LLC FOR THE 2024 CDBG – 2ND AND HULETT SANITARY SEWER REHABILITATION PROJECT IN THE AMOUNT OF \$104,555.00

Motion: _____ Second: _____ Vote: _____

30. CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH RENAISSANCE INFRASTRUCTURE CONSULTING TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE 2024 CDBG – 2ND AND HULETT SANITARY SEWER REHABILITATION PROJECT

Motion: _____ Second: _____ Vote: _____

31. CONSIDER A SUPPLEMENTAL AGREEMENT NO. 1 WITH BG CONSULTANTS, INC TO PROVIDE CONSTRUCTION INSPECTION SERVICES OF THE GLENDELL ACRES PARK RENOVATION PROJECT

Motion: _____ Second: _____ Vote: _____

32. Report by the City Administrator

- 3rd Quarter Financial Report

33. Report by the Mayor

- November/December Council Meeting Schedules

34. Future Meeting Reminders:

- November 12: Planning Commission – 7:00PM
- November 14: City Council Meeting – 7:00PM
- December 10: Planning Commission – 7:00PM
- December 12: City Council Meeting – 7:00PM
- December 26: City Council Meeting – 7:00PM

35. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPTION TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR, AND ECONOMIC DEVELOPMENT COUNSEL FOR THE PURPOSES OF CONTRACT NEGOTIATIONS (K.S.A. 75- 4319(B)(2))

Motion: _____ Second: _____ Vote: _____

36. Adjourn Motion: _____ Second: _____ Vote: _____

EVENTS

- 10/28: Spooktacular Jack-O-Lantern Showcase
- 11/8: Mayors Christmas Tree Fund Trivia Night
- 11/12: Tales for Tots
- 11/15: DIY Christmas Round Door Hanger
- 11/20: Senior Lunch & BINGO
- 11/22: Golden Oldies Music Bingo
- 12/4: Kids DIY Handprint Holiday Towel
- 12/6: Tree Lighting Ceremony
- 12/7: Jingle Puzzle Dash
- 12/10: Tales for Tots
- 12/13: Kids Night Out

**City of Edgerton, Kansas
Minutes of City Council Regular Session
October 10, 2024**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas October 10, 2024. The meeting convened at 7:00PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Deb Lebakken	present
Bill Malloy	present
Ron Conus	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Clerk, Alex Clower
- City Attorney, Todd Luckman
- Public Works Director, Dan Merkh
- Parks and Recreation Director, Levi Meyer
- Development Services Director, Zach Moore
- Assistant to the City Administrator, Kara Banks
- Assistant to the City Administrator, Trey Whitaker
- Public Works Foreman, Chase Forrester
- Senior Accountant, Justin Vermillion
- CIP Project Manager, Holly Robertson
- Building Inspector, Jim Brown

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 26, 2024 Regular City Council Meeting

Councilmember Longanecker moved to approve the Consent Agenda, seconded by Councilmember Lewis. The Consent Agenda was approved, 5-0.

Regular Agenda

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

6. **Public Comments.** There were no public comments made.

Business Requiring Action

7. CONSIDER A NO COST CHANGE ORDER TO EXTEND THE PROJECT COMPLETION DATES TO CM CONCRETE FOR CONSTRUCTION OF THE GLENDELL ACRES PARK IMPROVEMENTS PROJECT.

Ms. Robertson addressed the Council. She stated Council approved an updated project budget in February and in July, staff presented an update related to the award from the waste tire grant that reduced the total contract amount of CM Concrete by contracting the safety surfacing installation to Ecoturf Playground Surfacing. In accordance with the City's Purchasing Policy, the City Administrator has approved a deduction of \$44,490 from CM Concretes construction contract.

The contract with CM Concrete included a substantial completion date of October 1, 2024 and a final completion date of October 31, 2024. Construction is ongoing at the project site with signs, garden bed preparation, plantings, 50% of seeding, and about 150 feet of sidewalk remaining. She stated they did just visit the project site after publication of the packet and it's closer to 90% completed on some items. The contractor is requesting a contract extension of 30 days for a substantial completion of October 31, 2024 and final completion of November 29, 2024.

The contractor has provided a list of delays, those items have been included in the packet. The project inspector and design team have reviewed the descriptions of the requested schedule change and do not have any objections. The extension is reasonable per project engineer and inspector. According to the contract, for every calendar day the project is not completed beyond the October 1st substantial completion date, liquidated damages of \$1,000 would be due billed to the contractor. Typically these funds are withheld from payment to the contractor. Should the extension be awarded to the contractor, liquidated damages would start to occur after the updated contract dates.

City staff will continue to monitor the schedule and progress closely over the next couple weeks to ensure compliance with contractual requirements.

Councilmember Longanecker stated the missing parts were those ordered by the city, which would mean the delays were the City's fault.

Mr. Merkh stated the parts were ordered, but they were not mailed. He stated the neither the contractor nor the City were to blame for the parts not arriving on time.

Councilmember Longanecker asked for clarification about the deduction.

Ms. Linn stated staff removed the safety surfacing from the contract because it was procured separately through Ecoturf, which made it easier to manage the grant funds.

Councilmember Longanecker stated he does not remember the excessive rain that was mentioned, but he is sure it happened.

Mayor Roberts asked if Dan could give a high-level overview of how the weather is tracked.

Mr. Merkh stated staff works with the county with something called storm watch. There are rain gauges throughout the county, which track rainfall amounts.

Councilmember Lewis confirmed the completion date is being moved to November 30th.

Ms. Robertson stated the final completion will be the end of November with substantial completion being the end of October.

With no further questions or comments Mayor Roberts requested a motion to approve the no-cost change order to extend the project completion dates to CM Concrete for Glendell Acres Park Improvements Project.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. The motion was approved, 5-0.

8. CONSIDER CHANGE ORDER #18 TO CONTRACT WITH COMBES CONSTRUCTION FOR \$70,927 TO CONSTRUCT A DUMPSTER ENCLOSURE FOR THE GREENSPACE PROJECT

Ms. Robertson stated in July 2023, City Council awarded the contract with Combes Construction for the construction of The Greenspace Project for just over \$6.7 Million. Construction began in August 2023.

In concurrence with the Edgerton development code, a dumpster enclosure is required for The Greenspace. The enclosure was not included in the construction contract with Combes Construction. City Staff and the project architect evaluated multiple locations, orientations, and finishes for the dumpster enclosure. The attached exhibit shows the recommended dumpster enclosure layout. The design for the dumpster enclosure was finalized in September 2024 and sent to Combes Construction to provide a cost estimate for construction. Combes has prepared a cost estimate as Change Order #18 of \$70,927.

Councilmember Lewis asked why this was not previously included in construction contract.

Ms. Linn stated it was an error. The dumpster enclosure should have been included, but it was omitted.

Councilmember Lewis asked where something like this is originated during the process.

Ms. Linn stated this would have been something included during bid process at the beginning, but it was mistakenly left out of the design documents.

Mayor Roberts stated the architect has not billed the City for the design for this. Without the City paying for the design, he stated he is more comfortable because we would have had to pay for it in construction bid at the beginning had it been done correctly.

Councilmember Lewis stated he just wanted to make sure we are not paying for their error.

Councilmember Longanecker asked if there are any potential future conflicts with the location of the enclosure.

Mr. Merkh stated the location is in the best position with the highest chance to remain in the same spot moving forward.

Mayor Roberts stated staff did tremendous job making sure it is in compliance with our own code.

With no further questions or comments, Mayor Roberts requested motion to approve Change Order #18 to the Contract with Combes Construction for \$70,927 to Construct the Dumpster Enclosure for The Greenspace.

Councilmember Longanecker moved to approve, seconded by Councilmember Malloy. The motion carried, 5-0.

9. CONSIDER ACCEPTANCE OF A PROPOSAL FOR DIGITAL SIGN AT THE GREENSPACE WITH SIGNS ETC. FOR \$20,220.79.

Mayor Roberts stated this item will be tabled and brought back at a future council date. He requested motion to table the item.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lewis. The motion to table this item to a future council date was approved, 5-0.

10. Report by the City Administrator

- 312 E 5th St. Update

Mr. Moore addressed the Council. He stated in May, Council adopted a resolution declaring the property dangerous and unsafe if not brought into compliance by the first set date of June 10th to abate. Council has extended the deadlines several times with the most recent to today. That extension included two conditions. The first condition was that staff was to receive the structural engineer report, which was received on October 2nd. The second condition was that staff be granted access to inspect the structure by October 7th; however, only today has staff received word from the management team to set up a time for a meet and greet. He stated this does not meet the conditions for the extension granted. The owners have also paid the outstanding utility bill.

He stated since previous council meeting, the City's Building Inspector Jim Brown was able to review the report and agreed with the findings. They generally align with the inspection report included. There is foundation damage which needs to be repaired. Staff received an email on October 4th from the owners representative stating they are wanting to repair the property. The property owner representative was not able to make it tonight.

Ms. Linn stated Council members can see an email from the representative, which will be included as exhibit in the minutes. The email does give additional info about their plans.

Councilmember Longanecker stated the email says the work will be done in 5-6 weeks and he is concerned that the timeline is not correct because it has taken the owners six months to get to this point.

Mayor Roberts stated he would encourage councilmembers to read the letter provided prior to making a decision.

Councilmember Longanecker stated at the last meeting Council told the owner's representative that the City would proceed with the condemnation process if they didn't follow the stipulations listed and they have only done half.

Councilmember Lebakken expressed concern about the late reaction and timing of the email.

Councilmember Longanecker stated it feels like there is a threat in the email too.

Mr. Luckman stated Council has a few options to move forward. Staff can look into contractors to go onto property and repair, which likely ends with the structure torn down. Council can also give the owners another extension. He stated Council is within the boundaries of the original resolution approved, which gave direction of condemnation. If the owners are interested in preserving the structure, they can file some sort of injunction and the courts can work out what happens next.

Councilmember Longanecker asked if we start the condemnation process, does that typically take six weeks.

Mr. Luckman stated the condemnation process has already started. The time has now passed, and council has the right to abate.

Ms. Linn stated in this instance, council can take action and if the decision tonight is to demolish the building, the process would then start for staff to obtain bids and come back to council for authorization.

Councilmember Lewis asked what the costs are associated with this process.

Mr. Luckman stated typically everyone bears their own fees in court ruling.

Ms. Linn stated the cost of demo would likely fall back on the property.

Councilmember Longanecker asked Mr. Luckman what he thinks the best course of action would be.

Mayor Roberts stated he is frustrated and wants the home to be liveable or torn down, but he does not want to be in the same position with a deteriorating home six months from now.

Mr. Luckman stated an extension could be granted for another 5-6 weeks.

Councilmember Lewis stated he would like to extend but with guarantees that they put money into it.

Mr. Luckman stated you could also put in a requirement for a bond, credit, etc. to be posted within a certain time frame to make sure the owners are liable for work to be done.

Mayor Roberts stated he likes the idea of having a letter of credit as guarantee.

Mr. Moore stated it is roughly \$18,00 to do all the work through the estimate they have provided.

Mr. Brown, Building Inspector, stated what they have outlined to make certain repairs do not address the others issues as well. The structural engineer report states the house is not livable so that leaves the question of what else will have to be done to make this a livable environment.

Mayor Roberts agreed.

Mr. Brown stated after doing this for many years and seeing many structures like this, he cannot see where the return of investment is here.

Mayor Roberts stated even if they do the foundation work that they have bids on, the home is still uninhabitable.

Mr. Luckman stated nothing in any of the info they have provided gives an estimate to repair the entire property.

Ms. Linn stated staff has not been granted access, which is part of the problem.

Mayor Roberts stated he finds it ironic that the webpage of the owner company states, "right the first time, on time, not just a motto, it's their commitment".

Councilmember Malloy asked how many extensions have they been given.

Mr. Moore stated this will be six.

Ms. Linn stated based off the report provided, the entire house will need to be renovated.

Mr. Brown stated he knows the engineer that issued the report and he trusts his findings. When he says the entire house needs renovated, he can only imagine that the wiring, plumbing, etc. everything needs repair.

Mayor Roberts asked if there were any further questions.

With no further questions or comments, Mayor Roberts recommended motion to move that the findings of the City Council are that Lakeview Loan Servicing LLC has failed to meet deadlines established to abate, repair, or demolish the structure. The City should proceed to demolish as allowed by Section 4-1109 of the City Code and assess all costs associated back to the property.

Councilmember Lebakken moved to approve, seconded by Councilmember Malloy. The motion carried, 5-0.

WALK ON: Updates from Public Works

Mr. Merkh stated he has just a few updates he'd like to bring forward.

The not to exceed change order for asphalt work at The Greenspace was approved for \$28,000, but this actually came in at \$18,000.

The trade in value for the truck brought forward at the last meeting is around \$15,000-\$16,000, so the vehicle will be traded in to then go toward the purchase of the new vehicle. The plan is to pick up the new truck next week.

The lead and copper inventory will be submitted well before the deadline. There are no addresses flagged for any immediate next steps. The EPA released the next steps and staff will begin researching what those next steps are.

11. Report by the Mayor

Mayor Roberts mentioned that Meat Inferno this year was the best year yet. He stated it was the most BBQ teams the City has had. He stated he thinks the teams that came out and all the people that came and participated had a great time.

Ms. Linn stated Brittany will be back to give an update on how the event went. She stated she does agree though, the event went very well.

Mayor Roberts gave kudos to everyone. KidsQ was great, it looks like all kids had fun, and this year they did pork chops for the backyard contest. The band was great too.

Ms. Linn stated it is definitely a team event but the face of it is the BBQ Queen, Brittany. She does a fantastic job.

Mayor Roberts stated he went around to a lot of teams and many mentioned this was the best run event they have ever been to and said they are coming back.

12. Future Meeting Reminders

Mayor Roberts reminded the Council of the future meetings for the Council and Planning Commission.

13. Adjourn

Councilmember Lebakken moved to adjourn, seconded by Councilmember Longanecker. The meeting was adjourned at 7:45PM with a 5-0 vote.

Submitted by Alex Clower, City Clerk

City Council Action Item

Council Meeting Date: October 24, 2024

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 \$91,511.63 for the 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project.

Background/Description of Item:

On May 25, 2023 City Council approved the submission of an application to Johnson County for the 2nd and Hulett Sanitary Sewer Project for Community Development Block Grant (CDBG) funding.

In October of 2023 Johnson County notified staff of the proposed award of the partial funding request (\$91,512).

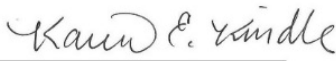
On October 10, 2024 City Staff was informed that the 2024 CDBG Subrecipient Grant Agreement was ready for execution.

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):

<u>Funding Source:</u>	Sewer Fund:	\$53,500
	CDBG:	\$91,512
	Rollover from 2021 CDBG:	\$53,245.81

Budget Allocated: \$145,012 revised to 198,257.81 (pending approval 10-24-24)

x 

Finance Director Approval:

Karen Kindle, Finance Director

Recommendation: Approval to Execute Subrecipient Grant Agreement between Johnson County, Kansas and the City of Edgerton to Accept Funding through a Community Development Block Grant of \$91,511.63 for the 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project Pending City Attorney Review.

Enclosed: 2024 CDBG CFDA No. 14.218 Grant Agreement

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

2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA No. 14.218 GRANT AGREEMENT BETWEEN
JOHNSON COUNTY, KANSAS & City of Edgerton
(2024-04)

THIS SUBRECIPIENT AGREEMENT, (hereafter “AGREEMENT”) is between Johnson County, Kansas, (“County” or as “Grantee”), with offices at 111 S Cherry Ste 2000, Olathe, KS 66061 and City of Edgerton (“Subrecipient”), with offices at 404 East Nelson Street Edgerton KS 66021.

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; and
- F. 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.

The Parties understand and mutually agree as follows:

ARTICLE I
Purpose and Scope of Services

1.0. Purpose and Scope of Service

The Subrecipient agrees to perform or carry out the Project described in Subrecipient's May 25, 2023, 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 for provide rehabilitation of 2,000-6,500 linear feet of clay pipe with PVS pipe by means of CIPP lining, approximately 20 point repairs, as well as rehabilitation to approximately 10-20 manholes.

ARTICLE II **Term**

2.0. Term.

2.1. The term for activities assisted by this Subrecipient Agreement shall commence on January 1, 2024 and be completed by December 31, 2024.

2.2. 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.

2.3. 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:

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

2.3.2. 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;

2.3.3. 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.

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

2.4. 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.

ARTICLE III **Compensation**

3.0. Compensation

3.1. Total compensation. The County agrees to provide funding to the Subrecipient in an amount not to exceed \$91,511.63 for eligible expenses as designated in Article 3.5.

3.1.1. 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.

3.2.1. 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:

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

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

3.2.1.3. 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):	\$33,000
Equipment:	\$0
Supplies:	\$0
Space Rent/ Utilities:	\$0
Direct Financial Assistance:	\$0
Other:	\$153,500
Total Project Expenses:	\$186,500

ARTICLE IV **Responsibilities**

4.0. Responsibilities

4.1. The County's Responsibilities

4.1.1. 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.

4.1.2. 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>.

4.1.3. 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.

4.1.4. 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.

4.1.5. 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.

4.1.6. 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.

4.1.7. 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. The Subrecipient's Responsibilities

4.2.1. 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.

4.2.2. 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 10th, July 10th, and October 10th.

4.2.3. 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. This report is due to on January 5, 2025.

4.2.4. If it is known or anticipated that the activity funded by this grant will not be closed out by December 31, 2024, a request for extension must be made in writing to the County's Community Development Coordinator. The request will explain the reason(s) why the activity will not be completed by December 31, 2024 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 December 6, 2024 and signed by the Mayor or Department Head.

4.2.5. 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.

4.2.6. Subrecipients who expend \$750,000 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.

4.2.7. Affirmatively Furthering Fair Housing (24 CFR Part 570, Subpart k 570.601). The Subrecipient shall comply with Public Law 88-352 and Public Law 90-284 and Executive Order 11063, as amended by Executive Order 12259.

4.2.8. 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.

4.2.9. 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.

4.2.10. 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.

4.2.11. 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:

4.2.11.1. 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

4.2.11.2. 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.

4.2.12. 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:

4.2.13. 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.

4.2.14. 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.

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

4.2.16. 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.

4.2.17. 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 sub-contracts 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.

4.2.18. 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).

4.2.19. 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.

4.2.20. 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.

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

4.2.21.1. **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.

4.2.21.2. **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.

4.2.21.3. **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.

4.2.22. 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.

4.2.23. 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:

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

4.2.23.2. 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.

4.2.24. 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.

4.2.25. 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.

4.2.26. 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:

4.2.26.1. Citizen Participation

4.2.26.2. Subrecipient Applications

4.2.26.3. Written agreement(s)

- National Objective
- 4.2.26.4. Records demonstrating that the activity meets a
 - 4.2.26.5. Income Eligibility Records
 - 4.2.26.6. Project Beneficiary Forms
 - 4.2.26.7. Financial statement and records
 - 4.2.26.8. Purchasing records
 - 4.2.26.9. Audits
 - 4.2.26.10. Fair housing and equal opportunity records
 - 4.2.26.11. Construction contracts and related documents
 - 4.2.26.12. Draw down requests (with source documentation, including invoices, purchase orders, etc.)
 - 4.2.26.13. Monitoring reports and correspondence
 - 4.2.26.14. Such records shall be maintained for a period of five (5) years after the receipt of final payment under this Subrecipient Agreement.
 - 4.2.26.15. Financial Management, Audit and Review.

4.2.27.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.

4.2.28.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.

4.2.29.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.

4.2.30.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):

4.2.30.1. 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.

4.2.30.2. 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.

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

4.2.30.4. Accounting records that are supported by source documentation.

4.2.30.5. A systematic method to assure timely and appropriate documentation.

4.2.31. 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:

4.2.31.1. 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

4.2.31.2. 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.

4.2.32. Obligations of the Subrecipient with Respect to Certain Third Part Relationships. 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.

4.2.33. 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.

ARTICLE V **Special Terms**

5.0. 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. 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:

5.2.1. 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.

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

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

5.2.4. 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.

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

5.2.6. Project. The activities outlined by the Subrecipients application and published by the County in its 2024 Action Plan for uses of Community Development Block Grant funds.

5.2.7. Subrecipient. Each entity that receives funding pursuant of this Subrecipient Agreement.

5.2.8. 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.

ARTICLE VI
General Terms

6.0. General Terms

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

6.2. Assignment. The Subrecipient's 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 15 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 Agreement shall be in writing and given to the Parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

If to the County:

Community Development Coordinator
111 South Cherry, Ste. 2000
Olathe, KS 66061

If to the Subrecipient:

City of Edgerton CIP Project Manager
404 East Nelson Street
Edgerton, Kansas 66021


6.8. Open Records. The terms, conditions, requirements, and obligations set forth in this Agreement shall be subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., any applicable federal or state laws, or court order.

6.9. Representative's Authority to Contract. By signing this Agreement, the representative of the Subrecipient thereby represents that such person is duly authorized by the Subrecipient to authorize this Agreement on behalf of the Subrecipient and that the Subrecipient agrees to be bound by the terms thereof.

IN WITNESS WHEREOF, The County and the Subrecipient have caused this Agreement to be executed in triplicate by their respective authorized representatives.

JOHNSON COUNTY

CITY OF EDGERTON

For 

Penny Postoak Ferguson,
County Manager

Name: _____
Title: Mayor

Date: 10/10/24

Date: _____

APPROVED AS TO FORM



Assistant County Counselor

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Administration

Agenda Item: Consider Resolution No. 10-24-24A 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 31st 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

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval:  Karen Kindle, Finance Director

Recommendation: Approve Resolution 10-24-24A 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 10-24-24A

Prepared by: Justin Vermillion, Sr. Accountant

RESOLUTION NO. 10-24-24A

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, 2024 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, 2024.

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, 2024.

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 24TH DAY OF OCTOBER, 2024.

ATTEST:

CITY OF EDGERTON, KANSAS

Alexandria Clower, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

TODD LUCKMAN for

Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Community Development

Agenda Item: Consider Application FP2024-0003, Final Plat for Edgerton Crossing, Second Plat, Located At The Southwest Corner Of W. 200th Street and Homestead Lane, Edgerton, Kansas.

Background/Description of Item:

The City of Edgerton has received Application FP2024-0003 for the Final Plat of *Edgerton Crossing, Second Plat*, located at the southwest corner of W. 200th Street and Homestead Lane. This Final Plat request will establish lot lines for one (1) C-2 (Heavy Service Commercial) zoned lot totaling 0.23± acres. The newly proposed lot will be carved out of the existing Tract A of Edgerton Crossing First Plat, which is platted as an unbuildable tract. Any future development of the remainder of Tract A will require a replat prior to issuance of a building permit. This replat does not include the dedication of any land for public use.

The subject property and surrounding area was platted as Edgerton Crossing, First Plat, which was recorded with the County on August 25, 2022. The proposed lot is intended to be used as an interstate pole sign for the overall Edgerton Crossing Development in the future. The interstate pole sign requires approval of a Conditional Use Permit (CUP) by City Council prior to its construction. As of the writing of this report, staff has not received an application for a Conditional Use Permit for an interstate pole sign on this property.

City staff has reviewed the Final Plat submittal for conformance with requirements of Section 13.3 of Article 13 (Subdivision Approval Procedures) of the Edgerton Unified Development Code (UDC). This Final Plat has been reviewed by the City Engineer and found to be in compliance with City Code requirements.

The Planning Commission voted to recommend approval of the Final Plat (FP2024-0003) for *Edgerton Crossing, Second Plat* with a 3-0 vote at their meeting on October 8, 2024.

Related Ordinance(s) or Statue(s): K.S.A. 12-741, K.S.A 12-749, K.S.A. 12-752.

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Application FP2024-0003, Final Plat for Edgerton Crossing, Second Plat, Located At The Southwest Corner Of W. 200th Street and Homestead Lane, Edgerton, Kansas.

Enclosed:

- Final Plat dated September 30, 2024.
- Staff Report from October 8, 2024 Planning Commission including Final Plat Application FP2024-0002
- Excerpt of October 8, 2024 Planning Commission Meeting Draft Minutes – *Edgerton Crossing, Second Plat* portion only.

Prepared by: Zachary Moore, Development Services Director

EDGERTON CROSSING, SECOND PLAT

Application FP2024-0003

Southwest Corner of W. 200th Street and Homestead Lane

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of a Final Plat located on the southwest corner of W. 200th Street and Homestead Lane.

Owner and Applicant

Shannon McMurdo, Agent,
Woodstone Builders.

Existing Zoning and Land Use

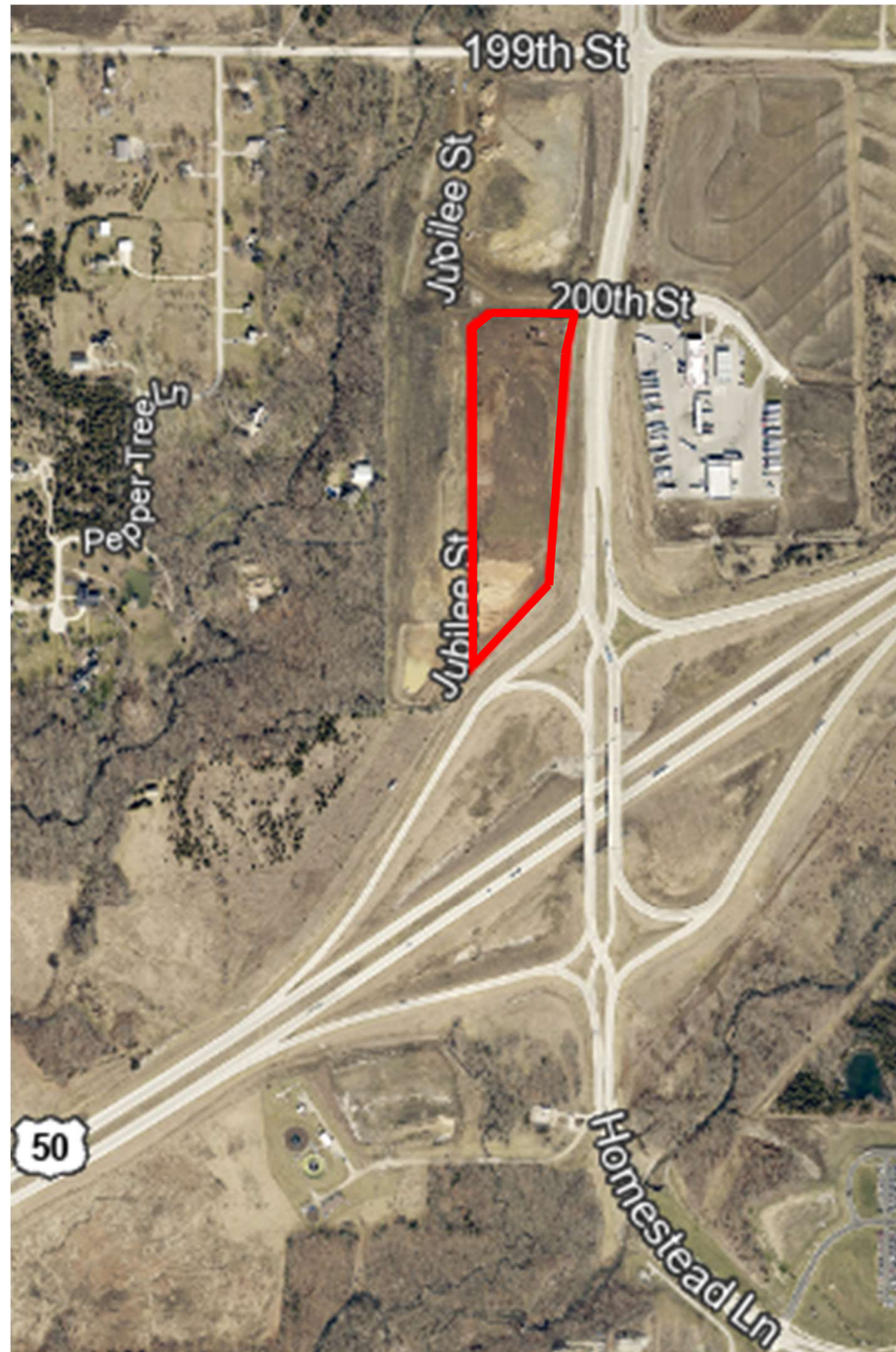
The property was rezoned to City of Edgerton C-2 (Heavy Service Commercial) District on July 14, 2011 (Ord. 905). The property is currently vacant.

Parcel Size

10.28± acres

Staff Report Prepared by

Chris Clinton



BACKGROUND

1. Proposal

This Final Plat request is being made in preparation for the development of an Interstate Pole Sign for the Edgerton Crossing development. The property owner and applicant are wanting to separate a lot for the sign to draw attention to the development. The lot is proposed to be 9,890± square feet near the southern point of the subject parcel. A Conditional Use Permit will be required for the sign, which will come at a later date. Details for the sign are not part of this application.

2. Subject Site History

The 10.28± acre subject property was annexed on February 24, 2011 (Ordinance 900) and was rezoned to the C-2 (Heavy Service Commercial) District on July 14, 2011 (Ordinance 905). On October 8, 2019, the Planning Commission approved a Preliminary Plat (PP2019-04) for the subject property and overall Edgerton Crossing development (then known as Lone Star). Pursuant to UDC Section 13.3.E.3, if a Final Plat is not approved for a portion or all of the subject property of a preliminary plat within a one (1) year period from the approval date, the preliminary plat becomes null and void. A Final Plat was not filed prior to the one (1) year expiration and Preliminary Plat PP2019-04 became null and void. On November 19, 2021, the Planning Commission approved Preliminary Plat Application PP2021-03 for the subject property. A Final Plat Application was then presented to the Planning Commission on April 12, 2022 and was recommended for approval to the Governing Body. On April 28, 2022, the Final Plat for Edgerton Crossing First Plat was accepted and later recorded with Johnson County.

FINAL PLAT REVIEW

City staff has reviewed the Final Plat submittal for compliance with the requirements in Sections 13.3.G and 13.8 of the Unified Development Code (UDC). The replat proposes a new Lot being separated from a previous Tract. The proposed Lot 1 of Block 3 is intended to be the location of a future Interstate Pole Sign. The applicant has indicated a 25-foot building line setback on all sides of the proposed lot, as required by the UDC. A 20-foot access easement is proposed to allow access to the property for the installation and maintenance of the sign from Jubilee Street. City staff is in conversations with the applicant as to what the access road is comprised of until the surrounding property develops. This will need to be determined prior to the plat being recorded, as is stipulated as part of staff's recommendation. There is no minimum lot size in the C-2 (Heavy Service Commercial) District therefore, the proposed lot complies with Unified Development Code (UDC) requirements. The setbacks shown on the lot also meets the UDC requirements for C-2 (Heavy Service Commercial) zoned parcels. The applicant has met all UDC requirements for plats and replatting.

NOTICE OF CITY CODES AND PERMITS

The Applicant is subject to all applicable City codes – whether specifically stated in this report or not – including, but not limited to, Zoning, Buildings and Construction, Subdivisions, and Sign Code. The Applicant is also subject to all applicable local, State, and Federal laws.

Various permits may be required in order to complete this project and the project may also be subject to obtaining permits and/or approvals from other local, County, State, or Federal agencies.

DOCUMENTS INCLUDED IN PACKET

Sheet #	Title	Date on Document
1	Final Plat	09/30/2024

STAFF RECOMMENDATION

City Staff recommends approval of Final Site Plan **Application FP2024-0003** *Edgerton Crossing, Second Plat*, subject to the following stipulations:

1. Prior to the plat being recorded, details of the construction drive within the access easement will be determined by the Zoning Administrator.
2. The commencement of any improvements shall not occur prior to the approval and endorsement of the Final Plat by the Governing Body and the submittal and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the Final Plat.
3. The applicant must meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton UDC, and all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton UDC.

Note: For application FP2024-0003 the Planning Commission and the Governing Body must review and approve. The Final Plat will be presented to the Governing Body on October 24, 2024.

EDGERTON CROSSING, SECOND PLAT

BEING A REPLAT OF TRACT A, BLOCK 3, EDGERTON CROSSING FIRST PLAT IN THE NORTHEAST QUARTER SECTION 9, TOWNSHIP 15 SOUTH, RANGE 22 EAST CITY OF EDGERTON, JOHNSON COUNTY, KANSAS



All bearings shown are grid. Kansas State Plane
North Zone NAD83 (2011)
East Line of NE1/4 of S9-T15S-R22E
bearing S 02°10'39" E

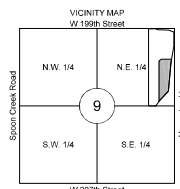
- LEGEND:**
- A Section Corner
 - Found 5/8" rebar with 2" aluminum cap "CLS 2"
 - Found 1/2" rebar with cap "CLS 3"
 - Found 1/2" rebar uncapped - origin unknown
 - Set 1/2"x2" rebar with plastic cap "MFB PS 1533"
 - M Measured
 - R Record
 - A Arc Length
 - D Data
 - Rd Radius
 - KC Chord bearing
 - Lc Chord length
 - KDOT Kansas Department of Transportation Survey
 - BL Building setback line
 - UE Utility easement
 - AE Access easement
 - D/E Drainage easement
 - RW Right-of-way
 - Access control
 - 27 Access Easement

FLOOD NOTE:
The replatted lots lie within "ZONE X" defined as areas determined to be outside the 0.2% annual chance, as shown on the flood insurance rate map prepared by the Federal Emergency Management Agency for the City of Edgerton, Johnson County (unincorporated areas, Map No. 2009100134G, effective date August 3, 2009).

Error Closure:
North: 0.007' East: 0.002' Precision = 1:354618

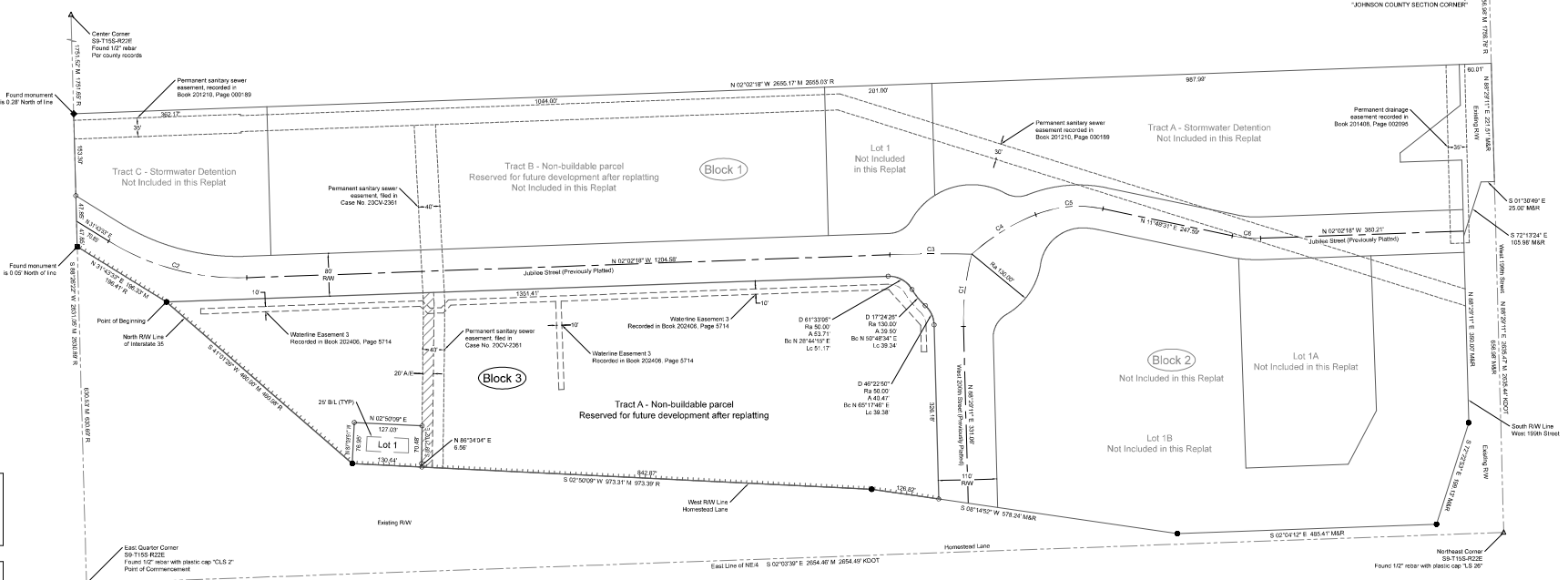
LOT AREA TABULATION		
LOT NO.	AREA	BUILDING ENVELOPE
Lot 1, Block 3	8.6901 SQ. FT. 0.2274 ACRES	2,120x50 FT
Tract A, Block 3	427.7632 SQ. FT. 10.044 ACRES	Non-buildable parcel

SETBACK TABULATION				
LOT NO.	FRONT	REAR	SIDE	BACK
Lot 1, Block 3	25 FEET	25 FEET	25 FEET	25 FEET
Tract A, Block 3	Non-buildable parcel			



VICINITY MAP
W 19th Street
S 20th Street
PROJECT LOCATION
SECTION 9-T15S-R22E

SCALE: 1" = 2000'



EXECUTION:
IN TESTIMONY WHEREOF, undersigned proprietor has caused this instrument to be executed on this ___ day of _____, 2024

Woodstone Properties, LLC

by _____
Shannon McMardo, President

ACKNOWLEDGMENT:

STATE OF _____)
COUNTY OF _____) ss

BE IT REMEMBERED that on this ___ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, came Shannon McMardo, President of Woodstone Properties, LLC, a Missouri limited liability company, who is personally known to me to be such person who executed, as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS:

Approved by the Planning Commission of the City of Edgerton, Johnson County, Kansas on the ___ day of _____, 2024

Chairman: John Daley Secretary: Tina Mathos

Approved by the Governing Body of the City of Edgerton, Johnson County, Kansas on the ___ day of _____, 2024

Mayor: Donald Roberts City Clerk: Aleksandra Ciovek

Approved by the Zoning Administrator of the City of Edgerton, Johnson County, Kansas on the ___ day of _____, 2024

Zoning Administrator: Zachary Moore

LEGAL DESCRIPTION:
All of Tract A, Block 3, Edgerton Crossing, First Plat to the City of Edgerton, Johnson County, Kansas, and being further described as follows by James Meis, PS 1533 on September 30, 2024:

Commencing at the Southeast corner of the Northeast Quarter of Section 9, Township 15 South, Range 22 East, Johnson County, Kansas, Thence South 88 degrees 26 minutes 22 seconds West, along the South line of the Northeast Quarter, a distance of 630.33 feet; Thence North 31 degrees 43 minutes 33 seconds East, a distance of 196.33 feet to the Southwest corner of Tract A, Block 3, Edgerton Crossing, First Plat and the Point of Beginning; Thence North 02 degrees 02 minutes 18 seconds West, a distance of 1251.41 feet; Thence on a curve to the right, having a radius of 50.00 feet, an arc length of 52.71 feet, a chord bearing of North 28 degrees 44 minutes 15 seconds East and a chord length of 51.17 feet; Thence on a curve to the left, having a radius of 130.00 feet, an arc length of 39.50 feet, a chord bearing of North 50 degrees 48 minutes 34 seconds East and a chord length of 39.34 feet; Thence on a curve to the right, having a radius of 50.00 feet, an arc length of 40.47 feet, a chord bearing North 65 degrees 17 minutes 46 seconds East and a chord length of 39.36 feet; Thence North 88 degrees 29 minutes 11 seconds East, a distance of 328.18 feet; Thence South 08 degrees 14 minutes 14 seconds West, a distance of 129.82 feet; Thence South 02 degrees 50 minutes 00 seconds West, a distance of 97.31 feet; Thence South 41 degrees 01 minutes 26 seconds West, a distance of 460.90 feet to the Point of Beginning.

DEDICATION:

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where no portion of rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cable heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby aboves and agrees to indemnify the City of Edgerton, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under those areas outlined hereon and designated on this plat as "UE" or "Utility Easement" is hereby granted to the City of Edgerton, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Edgerton, Kansas. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

A perpetual easement of access over, under, across, and upon the areas designated as "Access Easements" or "AE" is hereby reserved to the undersigned proprietor, its heirs, assigns, etc., for ingress and egress of all owner and occupants of lots and parcels depicted on this plat, their guests and invitees. No obstacles or obstructions that would prohibit the free flow of traffic shall be allowed to be constructed or maintained within said "Access Easement".

In accordance with KSA 12-512, all rights, obligations, reservations, easements, or interests not shown on this plat shall be vacated as to use and as to title, upon filing or recording of this plat.

Curve Data

Curve Number	Date	Radius	Chord Length	Chord Bearing	Chord Length
C1	10/25/20	288.49	195.79	S 81°22'21" E	195.79
C2	03/45/20	463.07	271.07	S 14°50'37" W	267.17
C3	02/10/20	729.74	133.40	N 37°48'40" W	133.41
C4	20/21/20	327.83	141.41	N 37°48'40" W	140.87
C5	10/21/20	223.07	128.68	N 00°52'12" W	128.67
C6	11/20/20	223.07	63.17	N 00°53'03" E	63.56

CONSENT TO LEVY:
The undersigned proprietor of the above described land hereby agrees and consents that the Board of County Commissioners of Johnson County, Kansas, and the City of Edgerton, Johnson County, Kansas shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessment, and that the amount of unpaid special assessments on such land so dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

SURVEYOR'S CERTIFICATE:
I, James Meis, Professional Surveyor #1533 in the State of Kansas, certify that the survey shown on this plat was made by me or under my direct supervision on September 30th, 2024. This plat is true and correct to the best of my knowledge and belief.



James Meis, PS 1533

DRIGGS DESIGN GROUP, PA
Surveying, Engineering, Planning
1017 Quinlan Avenue, High Plains, Kansas 67601
www.driggsdesign.com (785) 821-4390

Project No. 2021-143
Date: 09-30-2024
Scale: 1" = 100'
Sheet No. 1 of 1
Drawn By: DV

**PLANNING COMMISSION
October 8, 2024 Minutes**

A regular session of the Edgerton Planning Commission (the Commission) was held in the Edgerton City Hall, 404 E. Nelson Street, Edgerton, Kansas on October 8, 2024. The meeting convened when Vice Chair Jeremy Little called the meeting to order at 7:00 PM.

1. ROLL CALL

Jeremy Little	present
Tina Mathos	present
Adam Draskovich	present
John Daley	absent
Jordyn Mueller	absent

With a quorum present, the meeting commenced.

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

2. **WELCOME** Vice Chair Little welcomed all in attendance to the meeting.
3. **PLEDGE OF ALLEGIANCE** All present participated in the Pledge of Allegiance.

CONSENT AGENDA

4. Minutes from the September 12, 2024 Planning Commission Meeting.
5. FP2024-0003 Edgerton Crossing, Second Plat Located on the Southwest Corner of W. 200th Street and Homestead Lane
6. FP2024-0004 Edgerton Crossing, Third Plat Located on the Northeast Corner of W. 200th Street and Jubilee Street

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

Regular Agenda

7. **Declaration.** None

Business Requiring Action

New Business

8. **FSP2024-0006: FINAL SITE PLAN APPLICATION FOR MAVERIK LOCATED ON THE NORTHEAST CORNER OF W. 200TH STREET AND JUBILEE STREET**

- a. Presentation from Josh Rabe for Final Site Plan Application FSP2024-0006

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Community Development

Agenda Item: Consider Application FP2024-0004, Final Plat for Edgerton Crossing, Third Plat, Located At The Northeast Corner Of W. 200th Street and Jubilee Street, Edgerton, Kansas.

Background/Description of Item:

The City of Edgerton has received Application FP2024-0004 for the Final Plat of *Edgerton Crossing, Third Plat*, located at the northeast corner of W. 200th Street and Jubilee Street. This Final Plat request is a replat, combining two existing lots into one (1) C-2 (Heavy Service Commercial) zoned lot totaling 10.15± acres. There are no new public dedications included with this replat.

The subject property and surrounding area was platted as Edgerton Crossing, First Plat, which was recorded with the County on August 25, 2022. The proposed lot is intended to be developed with a convenience store and gas station with truck parking, to be developed by Maverik. A Revised Final Site Plan (FSP2024-0006) was approved for the proposed development at the October 8, 2024 Planning Commission meeting.

City staff has reviewed the Final Plat submittal for conformance with requirements of Section 13.3 of Article 13 (Subdivision Approval Procedures) of the Edgerton Unified Development Code (UDC). This Final Plat has been reviewed by the City Engineer and found to be in compliance with City Code requirements.

The Planning Commission voted to recommend approval of the Final Plat (FP2024-0004) for *Edgerton Crossing, Third Plat* with a 3-0 vote at their meeting on October 8, 2024.

Related Ordinance(s) or Statue(s): K.S.A. 12-741, K.S.A 12-749, K.S.A. 12-752.

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Application FP2024-0004, Final Plat for Edgerton Crossing, Third Plat, Located At The Northeast Corner Of W. 200th Street and Jubilee Street, Edgerton, Kansas.

Enclosed:

- Final Plat dated August 22, 2024.
- Staff Report from October 8, 2024 Planning Commission including Final Plat Application FP2024-0003
- Excerpt of October 8, 2024 Planning Commission Meeting Draft Minutes – *Edgerton Crossing, Third Plat* portion only.

Prepared by: Zachary Moore, Development Services Director

EDGERTON CROSSING, THIRD PLAT

Application FP2024-0004

Northwest Corner of W. 200th Street and Homestead Lane

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of a Final Plat located on the northwest corner of W. 200th Street and Homestead Lane.

Owner and Applicant

Nick Halfhill,
Agent, Maverik,
Inc.

Existing Zoning and Land Use

The property was rezoned to City of Edgerton C-2 (Heavy Service Commercial) District on July 14, 2011 (Ord. 905). The property is currently vacant.

Parcel Size

10.15± acres

Staff Report Prepared by

Chris Clinton



BACKGROUND

1. Proposal

This Final Plat request is being made in preparation for the development of a convenience store with fueling stations, which will be owned and operated by Maverik, Inc. A 2.15± acre parcel of land was previously split off from Lot 1 and was retained by the developer of Edgerton Crossing. That parcel is now owned by Maverik, and they wish to add it to their existing lot. This replat rejoins the previously split lot with the currently platted Maverik lot.

2. Subject Site History

The 10.15± acre subject property was annexed on February 24, 2011 (Ordinance 900) and was rezoned to the C-2 (Heavy Service Commercial) District on July 14, 2011 (Ordinance 905). On October 8, 2019, the Planning Commission approved a Preliminary Plat (PP2019-04) for the subject property and overall Edgerton Crossing development (then known as Lone Star). Pursuant to UDC Section 13.3.E.3, if a Final Plat is not approved for a portion or all of the subject property of a preliminary plat within a one (1) year period from the approval date, the preliminary plat becomes null and void. A Final Plat was not filed prior to the one (1) year expiration and Preliminary Plat PP2019-04 became null and void. On November 19, 2021, the Planning Commission approved Preliminary Plat Application PP2021-03 for the subject property. A Final Plat Application was then presented to the Planning Commission on April 12, 2022 and was recommended for approval to the Governing Body. On April 28, 2022, the Final Plat was accepted and later recorded with Johnson County. A lot split was submitted and administratively approved, then was recorded with Johnson County on January 18, 2024.

FINAL PLAT REVIEW

City staff has reviewed the Final Plat submittal for compliance with the requirements in Sections 13.3.G and 13.8 of the UDC. The replat proposes adjoining the previously split 2.15± acre lot to the previously platted 8.00± acre lot to total 10.15± acres. There is no minimum lot size in the C-2 (Heavy Service Commercial) District therefore, the proposed lot complies with UDC requirements. The setbacks shown on the lot also meets the UDC requirements for C-2 (Heavy Service Commercial) zoned parcels. The applicant has met all UDC requirements for plats and replatting.

The Area Summary Table on the plat with the building envelope, which is the area of the site that could be built upon, is not accurate. The plat indicates the building envelope of 5,982 square feet, but when measured on the provided plat, the building envelope is 377,841 square feet. The 5,982 square feet reflects the building size for the previously approved Final Site Plan for Maverik (FSP2024-0002). The City Engineer has indicated that an easement to Continental Telephone Company was included on a Title Report but was not shown on the plat. The applicant must provide clarification as to the location of that easement if it has not been vacated.

NOTICE OF CITY CODES AND PERMITS

The Applicant is subject to all applicable City codes – whether specifically stated in this report or not – including, but not limited to, Zoning, Buildings and Construction, Subdivisions, and Sign Code. The Applicant is also subject to all applicable local, State, and Federal laws.

Various permits may be required in order to complete this project and the project may also be subject to obtaining permits and/or approvals from other local, County, State, or Federal agencies.

DOCUMENTS INCLUDED IN PACKET

Sheet #	Title	Date on Document
1	Final Plat	09/18/2024

STAFF RECOMMENDATION

City Staff recommends approval of Final Site Plan **Application FP2024-0004** *Edgerton Crossing, Third Plat*, subject to the following stipulations:

1. Prior to Zoning Administrator certification of the plat, the following items must be addressed:
 - a. The Building Envelope line in the Area Summary Table must be corrected to 377,841 square feet.
 - b. The easement to Continental Telephone Company must be shown on the plat if it has not been vacated.

2. The commencement of any improvements shall not occur prior to the approval and endorsement of the Final Plat by the Governing Body and the submittal and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the Final Plat.

3. The applicant must meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton UDC, and all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton UDC.

Note: For application FP2024-0004 the Planning Commission and the Governing Body must review and approve. The Final Plat will be presented to the Governing Body on October 24, 2024.

**PLANNING COMMISSION
October 8, 2024 Minutes**

A regular session of the Edgerton Planning Commission (the Commission) was held in the Edgerton City Hall, 404 E. Nelson Street, Edgerton, Kansas on October 8, 2024. The meeting convened when Vice Chair Jeremy Little called the meeting to order at 7:00 PM.

1. ROLL CALL

Jeremy Little	present
Tina Mathos	present
Adam Draskovich	present
John Daley	absent
Jordyn Mueller	absent

With a quorum present, the meeting commenced.

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

2. **WELCOME** Vice Chair Little welcomed all in attendance to the meeting.
3. **PLEDGE OF ALLEGIANCE** All present participated in the Pledge of Allegiance.

CONSENT AGENDA

4. Minutes from the September 12, 2024 Planning Commission Meeting.
5. FP2024-0003 Edgerton Crossing, Second Plat Located on the Southwest Corner of W. 200th Street and Homestead Lane
6. FP2024-0004 Edgerton Crossing, Third Plat Located on the Northeast Corner of W. 200th Street and Jubilee Street

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

Regular Agenda

7. **Declaration.** None

Business Requiring Action

New Business

8. **FSP2024-0006: FINAL SITE PLAN APPLICATION FOR MAVERIK LOCATED ON THE NORTHEAST CORNER OF W. 200TH STREET AND JUBILEE STREET**

- a. Presentation from Josh Rabe for Final Site Plan Application FSP2024-0006

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Public Works

Agenda Item: Consider Allocating 2024 Gas Tax Revenue to the 2023 Street Preservation Program and Reducing the 2024 Street Preservation Program Budget

Background/Description of Item:

The 2023 Street Preservation Program was funded with Gas Tax revenue. At the time the 2023-2027 CIP was prepared in October 2023, the Gas Tax revenue estimate from the 2024 Budget was used to develop the project budget. At the end of 2024, the actual Gas Tax received was less than the estimate by \$2,062. Unfortunately, at that point in the year, the project was complete, so the expenditures could not be adjusted. Staff is proposing to use 2024 Gas Tax revenue to cover the 2023 Gas Tax revenue shortfall and reduce the 2024 Street Preservation Program budget by \$2,062.

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

Funding Source: Special City/County Highway Fund (Gas Tax)

Budget Allocated: \$2,062

Finance Director Approval:  Karen Kindle, Finance Director

Recommendation: Approve allocation of \$2,062 of 2024 Gas Tax Revenue to the 2023 Street Preservation Program and Reduce the 2024 Street Preservation Program Budget from \$148,270 to \$146,208.

Enclosed: N/A

Prepared by: Karen Kindle, Finance Director



City Council Action Item

Council Meeting Date: October 24, 2024

Department: Utilities

Agenda Item: Consider Allocating Funding for LPKC Phase 1 Sewer Projects

Background/Description of Item:

There were several sewer projects built by the developer of LPKC Phase 1 for which the City incurred easement/ROW acquisition costs, City Engineer and inspections. Sewer projects are not an approved cost for Home Rule Revenue Bonds under the LPKC Phase 1 Development Agreement. The projects and their costs are listed below. Staff recommends using funds that were left over when the 207th Grade Separation Project was completed to cover the City's costs for these projects.

Project Name	Total Cost
LPKC Interceptor Sewer Phase 1	\$281,115
LPKC Interceptor Sewer Phase 2	\$ 73,748
Big Industrial Sewer Phase 1	\$ 18,301
Big Industrial Sewer Phase 2	\$ 297
Widmer Wastewater Lift Station	\$ 24,240
Total	\$397,701

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

Funding Source: Remaining 207th Grade Separation Funds

Budget Allocated: \$397,701

x *Karen E. Kindle*

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Allocating \$397,701 of Remaining 207th Grade Separation Funds to the LPKC Phase 1 Sewer Projects.

Enclosed: N/A

Prepared by: Karen Kindle, Finance Director

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Public Works

Agenda Item: Consider Allocating Additional Funding for the Martin Creek Park South Fence Project

Background/Description of Item:

During the 2024 Budget Process, Council approved \$10,000 in funding from the General Fund to build a fence on the south side of Martin Creek Park. The fence was to provide a boundary along the property line with the farm field for the Frontier Days Festival. However, expenditures to complete the project were slightly more than estimated, leaving a deficit balance in the project of \$61. Staff recommends transferring \$61 from the unencumbered fund balance in the General Fund to the project to cover the deficit.

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

Funding Source: Unencumbered Fund Balance – General Fund

Budget Allocated: \$61

Finance Director Approval:  x
Karen Kindle, Finance Director

Recommendation: Approve Allocation of \$61 of General Fund Unencumbered Fund Balance to the Martin Creek Park South Fence Project.

Enclosed: N/A

Prepared by: Karen Kindle, Finance Director



City Council Action Item

Council Meeting Date: October 24, 2024

Department: Administration

Agenda Item: Consider a Three-Year Agreement with Varney & Associates, CPAs, LLC, to Prepare the City’s Financial Audit for Fiscal Years 2024, 2025 and 2026

Background/Description of Item:

Staff issued a Request for Proposals (RFP) for Audit Services on September 4, 2024. Staff requested proposals for financial audit services for the fiscal years ending 2024, 2025 and 2026. The previous RFP for Audit Services was done for the 2021-2023 financial statements. The RFP was e-mailed to a list of firms doing business with other government clients and firms who submitted a proposal to the City’s prior Audit RFP. The RFP was distributed to ElevateEdgerton! Members and placed on the City’s website. Proposals were due by October 4, 2024.

The City received two proposals, as well as three decline letters. The two proposals are summarized below.

Firm Name	HQ Office	Proposal Contact	Audit Fee	Single Audit	Costs
Adams Brown, LLC	Manhattan, KS	Danielle M. Hollingshead, CPA	2024: \$11,180 2025: \$11,400 2026: \$11,625 Avg: \$11,402	\$5,000 *Per Program	\$500 In-Person Delivery
Varney & Associates, CPAs, LLC	Manhattan, KS	April Swartz, CPA	\$ 9,500	\$ 4,500	Incl in fixed fee

Staff reviewed the proposals, and interviewed two firms: Adams Brown, LLC, and Varney & Associates CPAs, LLC. Staff feels both firms are qualified to perform the audit and can meet the City’s timeline for fieldwork and delivery of the final audit report. The price quote from Varney & Associates is 20% lower (averaged across all 3 years) than that of Adams Brown. Additionally, staff feels that future fiscal years may require a Single Audit, on one or multiple grant programs. Staff is more comfortable with Varney & Associates’ flat fee of \$4,500 for Single Audit work, even if multiple programs require an audit. Adams Brown, on the other hand, charges a fee of \$5,000 for *each* program involved in the audit.

Varney & Associates expressed their commitment to continuous education and training of not only their staff but their clients as well. Specifically, they have offered a Credit for one

Edgerton staff member to attend third-party training on the Kansas Municipal Audit and Accounting Guide (KMAAG) valued at approximately \$250.

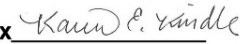
The costs are more than what was included in the 2025 Budget by \$2,248. Staff believes the overage can be absorbed by the existing operating budget for financial services.

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

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

Funding Source: General Fund, Water Fund, Sewer Fund

Budget Allocated: \$11,752 divided between the General Fund, Water Fund and Sewer Fund.

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Years 2024, 2025 and 2026 for \$9,500 Each Year and to Prepare the Single Audit, if Needed, for \$4,500 Each Year, Subject to Approval by the City Attorney.

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

Prepared by: Justin Vermillion, Sr. Accountant



October 18, 2024

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

You have requested that we audit the fund summary statement of receipts, expenditures and unencumbered cash balances – regulatory basis of City of Edgerton, Kansas, as of and for the year ended December 31, 2024, 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 statements 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 statements.

Supplementary information other than RSI will accompany City of Edgerton, Kansas's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and additional procedures in accordance with GAAS and KMAAG. We intend to provide an opinion on the following supplementary information in relation to the financial statement as a whole:

- 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 statements, 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 statements 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 statements, including the disclosures, and whether the financial statements 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:

- a. For the preparation and fair presentation of the financial statement in accordance with KMAAG, a regulatory basis of accounting;
- b. 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
- c. 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.
- d. 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)

- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. 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
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. 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
- j. 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, 2024.

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 statements 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.

Provisions of Engagement Administration, Timing and Fees

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.

April G. Swartz is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Varney & Associates, CPAs, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

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.

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.

Provisions of Engagement Administration, Timing and Fees (Continued)

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.

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.

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.

Sincerely,

Varney & 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

Council Meeting Date: October 24, 2024

Department: Public Works

Agenda Item: Consider Submittal of Application to the Kansas Department of Transportation (KDOT) for a 2024 Innovative Technology Program Grant

Background/Description of Item:

The KDOT Innovation Technology Program is part of The Eisenhower Legacy Transportation Program (IKE) with \$2M per year available for projects that leverage innovative technology that improve safety, leverage state funds to increase total technology investment and help both rural and urban areas of the state improve the transportation system.

Innovative technology is defined as any technology that does not exist in the local community. The application is a two step process, with an initial Project Concept Form submitted and then after review, KDOT will provide an application. A minimum of 25% is required as a cash match, with more participation looking favorably on an application. Staff anticipates using language that leverages the dollars already included within the CIP for other transportation projects.

City Staff recommends applying for this grant for two projects already approved in the CIP. The initial application would be part of the 2025 Street Preservation Project. The City is scheduled to have our roadways scored with a Pavement Condition Index (PCI). A new technology is a phone app that is mounted to a vehicle, then after driving the roadways, the software provides the PCI for the road system.

The second application is connected to 2nd Street Reconstruction. Elements of 2nd Street that may qualify as innovative technology include smart cross walks and signage, some elements of street lighting, and innovative construction materials and/or devices related to stormwater, pavement, striping and possibly more. All materials will be considered with the 2nd Street project to increase likelihood of grant award.

Throughout the application process, should additional/substitute projects be identified, City Staff would update Council at a future meeting. If the City is notified of any grant awards, this too will be brought before Council for further approvals.

Related Ordinance(s) or Statue(s):

Funding Source: N/A

Budget Allocated: N/A

x Karen E. Kindle

Finance Director Approval:

Karen Kindle, Finance Director

Recommendation: Approve Submittal of Application to the Kansas Department of Transportation (KDOT) for a 2024 Innovative Technology Program Grant

Enclosed: N/A

Prepared by: Dan Merkh, Public Works Director

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: October 24, 2024
Agenda Item: Resolution Approving the Assignment of the Development Agreement
Subject: Dwyer Farms Housing Subdivision

Kansas LD, LLC (Rausch Coleman Homes) (the “Developer”) has entered into a Development Agreement dated January 26, 2023 with the City for the development of the Dwyer Farms housing subdivision, which is a single-family housing subdivision on an 80.4 acre parcel located at the southwest corner of 207th Street/ Braun Street and 8th Street/Edgerton Road. It is anticipated that Dwyer Farms will have 275 single-family homes.

The Developer desires to assign the Development Agreement to ARG Land Holdings, LLC. Kansas LD and ARG Land are both Rausch Coleman entities. The development parties and contacts are not changing. Rausch Coleman has requested that the agreement be assigned from one of its development entities to a different development entity.

The Development Agreement requires that the City consent to any assignment of the Development Agreement unless the assignment meets certain exceptions. The Resolution consents to the assignment of the Development Agreement to ARG Land and authorizes the Mayor to execute the Assignment of Development Agreement.

RESOLUTION NO. 10-24-24B

**RESOLUTION CONSENTING TO THE ASSIGNMENT OF A
DEVELOPMENT AGREEMENT FOR THE DWYER FARMS
RHID PROJECT**

WHEREAS, the City of Edgerton, Kansas (the “City”), and Kansas LD, LLC, a Kansas limited liability company (the “Developer”), have previously entered into a Development Agreement dated January 26, 2023 (the “Development Agreement”) for the development of a single-family housing subdivision located on 80.4 acres of land at the southwest corner of Edgerton Road and Braun, which upon completion is anticipated to contain 275 single-family homes; and

WHEREAS, the Developer desires to assign the Development Agreement to ARG Land Holdings, LLC, an Arkansas limited liability company (“Assignee”); and

WHEREAS, Article VI of the Development Agreement requires, with certain exceptions, the written consent of the City to any assignment; and

WHEREAS, the City desires to consent to the assignment of the Development Agreement to Assignee;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Consent to Assignment. The Governing Body hereby consents to the assignment of the Development Agreement from Developer to Assignee. The Governing Body approves of the form of Assignment of Development Agreement in substantially the form attached hereto as **Exhibit A**.

Section 2. Execution of Assignment of Development Agreement. The Mayor of the City is hereby authorized to execute the Assignment of Development Agreement, in substantially the form presented to and reviewed by the City Council at this meeting (a copy of which upon execution shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the Mayor, the Mayor’s signature thereon being conclusive evidence of his approval thereof. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Assignment of Development Agreement.

Section 3. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the Assignment of Development Agreement.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED this 24th day of October, 2024.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

EXHIBIT A

FORM OF ASSIGNMENT OF DEVELOPMENT AGREEMENT

ASSIGNMENT OF DEVELOPMENT AGREEMENT

This Assignment of Development Agreement (this “**Assignment**”) is made and entered into this 17th day of September, 2024, by and between **KANSAS LD, LLC**, a Kansas limited liability company (“**Assignor**”), and **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company (“**Assignee**”).

RECITALS

A. Assignor, as Developer, and **CITY OF EDGERTON, KANSAS**, a Kansas municipal corporation (“**City**”), as City, have entered into that certain Development Agreement dated effective as of January 26, 2023 (as amended from time to time, the “**Agreement**”), relative to the development of approximately 80.4 acres of unimproved land located at the southwest corner of Edgerton Road / West 8th and 207th Street / Braun Street in Johnson County, Kansas, and within the boundaries as more particularly described in the Agreement (together with all rights, obligations, representations and warranties of the Developer under the Agreement, collectively referred to herein as the “**Property**”). A copy of the Agreement is attached hereto as **Exhibit “A”** and made a part hereof. The capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement.

B. Assignor desires to assign the Agreement to Assignee, and Assignee is willing to accept an assignment of the Agreement, in accordance with the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of mutual covenants, agreements and obligations herein contained, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns all of its rights and delegates its obligations in and to the Agreement to Assignee.

2. Acceptance. Assignee hereby accepts the Assignment and delegation of the Agreement and assumes and covenants to perform all duties, obligations and liabilities of the “Developer” under the Agreement accruing from and after the date hereof, and agrees to hold Assignor, its successors and assigns, harmless from any and all claims, liabilities, actions, and demands of any nature whatsoever of the Developer under the Agreement accruing or arising out of the Agreement from and after the date hereof. Assignor agrees to hold Assignee, its successors and assigns, harmless from any and all claims, liabilities, actions, and demands of any nature whatsoever of the Developer under the Agreement accruing or arising out of the Agreement prior to the date hereof.

3. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee as follows:

(a) A true and correct copy of the Agreement is attached hereto as **Exhibit “A”** and made a part hereof and the Agreement has not been amended except by the amendments (if any) attached hereto as **Exhibit “A”**.

(b) The Agreement is in full force and effect as of the date hereof. To Assignor’s knowledge, the representations and warranties of City set forth in the Agreement are true and correct in all material respects. Assignor has complied with all of the duties and obligations of the Developer under the Agreement which are required to be performed on or before the Effective Date of this Agreement, and Assignor has received no written notice from City as of the Effective Date of this Agreement claiming any default under the Agreement by the Assignor.

(c) Assignor has the full power, right and authority to enter into this Assignment without the consent of any other party, except for any consent required from City pursuant to the Agreement, and this Agreement is a valid and binding agreement of Assignor, enforceable in accordance with its terms.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the date first written above.

ASSIGNOR:

KANSAS LD, LLC,
a Kansas limited liability company

By: _____
Name: Scott A. Peters
Title: Manager

ASSIGNEE:

ARG LAND HOLDINGS, LLC,
an Arkansas limited liability company

By: _____
Name: Joshua T. Carson
Title: Manager

JOINDER

The undersigned, being the City under the Agreement, hereby joins in the execution of this Assignment for the purpose of: (i) consenting to this Assignment of the Agreement by Assignor to Assignee pursuant to the terms of this Assignment; and (ii) confirming that as of the date of City's execution hereof there is no default on the part of Assignor under the Agreement.

CITY:

CITY OF EDGERTON, KANSAS,
a Kansas municipal corporation

By: _____
Name: Donald Roberts
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Alexandria Clower
Title: City Clerk

Approved as to form:

By: _____
Name: Scott W. Anderson
Title: Development Counsel

EXHIBIT "A"

COPY OF DEVELOPMENT AGREEMENT

DocuSign Envelope ID: 416643E8-880E-49AE-95BB-DDEDFC36EC09

DEVELOPMENT AGREEMENT

(Project Cola)

This Development Agreement (this "Agreement") is entered into as of January 26, 2023, between the **CITY OF EDGERTON, KANSAS**, a Kansas municipal corporation (the "City"), and **KANSAS LD, LLC**, a Kansas limited liability company, and its successors and assigns (the "Developer"). The City and the Developer may each be referred to herein as a "party" and collectively as the "parties."

RECITALS

- A. The Developer and City desire the Developer to develop the Project on the Project Site to provide additional housing options for current and future residents of the City.
- B. The Developer is willing to undertake development of the Project so long as the City complies with the terms of this Agreement.

AGREEMENT

In consideration of the mutual assurances and agreements contained in this Agreement, and for other good and valuable consideration, the parties agree as follows:

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** Capitalized words used in this Agreement which are not otherwise defined shall have the following meanings:

"Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, and/or determination, including, without limitation, the Kansas Cash Basis Law (K.S.A. § 10-1101, *et. seq.*) and the Budget Law (K.S.A. § 75-2529, *et. seq.*).

"City" means the City of Edgerton, Kansas.

"City Impact Fees" means all fees and costs ordinarily paid to the City by the Developer for the development of the Project Site and the Project, including but not limited to application fees, permitting fees, review fees, sewer connections, water connections, and other fees, expenses or costs imposed or required by City codes or regulations.

"Developer" means Kansas LD, LLC, a Kansas limited liability company, or its successors or assigns as permitted by this Agreement.

"Development Plan" has the meaning given to such term in **Section 2.4**.

"Excused Delay" has the meaning given to such term in **Section 12.11**.

“Offsite Improvements” means all public improvements and infrastructure, including but not limited to streets, curbs, gutters, stormwater facilities and sanitary sewers, water service, sidewalks, and public rights-of-way and related improvements that the City determines are reasonably necessary in its sole discretion for development of the Project and which are located outside of the boundaries of the Project Site and includes the provision of Sanitary Sewer Service; provided, however, that City determinations regarding the necessity of Offsite Improvements shall not affect, revoke, or otherwise diminish Developer’s existing Project approvals.

“Payment Bond” has the meaning given to such term in **Section 3.4**.

“Project” has the meaning given to such term in **Section 2.5**.

“Project Site” means approximately 80.4 acres of unimproved land located at the southwest corner of Edgerton Road/West 8th and 207th Street/Braun Street, and within the boundaries as depicted on the attached **Exhibit A**.

“Project Site Improvements” means all improvements within the boundaries of the Project Site necessary to comply with all City ordinances and code sections for a single-family subdivision within the proposed Planned Unit Development zoning district, including but not limited to public improvements and infrastructure (e.g., streets, curbs, gutters, stormwater facilities, water, sanitary sewers, sidewalks, and public rights-of-way).

“RHID Act” has the meaning given to such term in **Section 5.1**.

“RHID District” has the meaning given to such term in K.S.A. 12-5242(f).

“RHID Revenues” means the portion of the Tax Increment (as defined in the RHID Act) generated from the Project Site as a result of the RHID project plan for the Project.

“Sanitary Sewer Service” means providing sanitary sewer service by the City to the Project Site by (a) the Sunflower Sewer Connection, or (b) any other means determined to be reasonable by the City in the City’s sole discretion.

“Sunflower Sewer Connection” means the construction of an approximately 1,600 linear foot sanitary sewer main line extension to connect the Sunflower sanitary sewer main line that runs north/south along the east side of the existing railroad tracks and South Lake

1.2 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (c) reference in this Agreement to any article, section, appendix, annex, schedule or

exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;

(d) each of the items or agreements identified on the attached Index of Exhibits and Schedules are deemed part of this Agreement to the same extent as if set forth herein;

(e) “hereunder”, “hereof”, “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(f) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term;

(g) capitalized terms, not otherwise defined in the text of this agreement shall have the definitions set forth in **Section 1.1** or as otherwise provided herein.

1.3 Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

ARTICLE II DEVELOPMENT OF PROJECT

2.1 Undertaking of Developer. Developer shall act as the developer of the Project Site and Project for all purposes herein, subject to the terms and conditions of this Agreement. Developer hereby agrees, subject to the terms and conditions hereinafter provided, to pursue the construction and completion of the Project with its own funds and in a commercially reasonable fashion. The performance of all activities by Developer hereunder shall be as an independent contractor and not as an agent of the City.

2.2 Undertaking of the City. City shall be responsible for the initial financing and construction of all Offsite Improvements, subject to the terms and conditions of this Agreement. City hereby agrees, subject to the terms and conditions hereinafter provided, to pursue timely completion of such Offsite Improvements in conjunction with the development of the Project Site. The City further agrees to review and consider necessary permitting and entitlement requests of Developer in a reasonably timely manner in compliance with the City code and all applicable ordinances.

2.3 Project Site Development Costs. The Developer agrees to and will bear the costs of the design and construction of Project Site Improvements.

2.4 Development Plan. The City and Developer hereby agree that the preliminary “Development Plan” describing the Project is attached hereto as **Exhibit B**. The Development Plan shall be updated by Developer from time to time with the consent of the City. Developer covenants and agrees that all housing units and other improvements constituting the Project shall be developed, constructed, completed and operated on the Project Site in substantial accordance and compliance with the terms and conditions of this Agreement and with City code and all applicable ordinances. Subject to the terms of this Agreement, Developer reserves the right to make all

construction and operational decisions relating to the Project without the City's consent, but subject to the City's normal planning and development process and subject to all Applicable Laws and Requirements.

2.5 The Project. The "Project" shall consist of the Dwyer Farms single-family housing subdivision, which, upon completion and as depicted in the preliminary Development Plan, is anticipated to contain approximately 275 single family homes within the approved Planned Unit Development designation of the City, which number of single-family homes may vary in accordance with the final approved Development Plan. It is anticipated that the Development will proceed in four phases over an estimated full completion time of ten years.

- (a) Developer shall complete Phase I of the Development to include the development of not less than 63 single family lots and the construction of homes on such lots within the time provided for in this Agreement.
- (b) Upon completion of Phase I, Developer intends but is not obligated to develop the remaining single family lots at the rate of approximately 48 single family homes annually, dependent upon market conditions.

2.6 Project Requirements. The Development Plan and the Project shall comply with all conditions and stipulations in Ordinance No. 2114, a copy of which is attached hereto as **Exhibit C**, and be covered by HOA covenants and restrictions in form and substance similar to other HOA covenants and restrictions of similar developments in the area. All houses in the Project shall have a sales price not less than comparable single-family homes in the area.

2.7 Greenspace. The Project Site will include the greenspace shown in the Development Plan. All greenspace shall have sufficient landscaping and trees.

2.8 Permits and Reviews. Developer hereby recognizes, stipulates and agrees that (a) in the design, construction, completion, use or operation of the Project, Developer shall procure and pay for any and all permits, licenses and fees customarily paid for by a developer, builder, property owner or business owner for development in the City, and (b) that nothing herein shall be construed as any release by the City of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements.

ARTICLE III OFF-SITE IMPROVEMENTS TO INFRASTRUCTURE

3.1 Offsite Improvement Costs. The City agrees to and will bear the costs of the design and construction of all Offsite Improvements.

3.2 Developer Obligations for Offsite Improvements. Developer agrees to provide a traffic impact study regarding street infrastructure adjacent to the Project, to include Edgerton Road/West 8th Street and Braun/207th Street.

3.3 Design Standards and Timing. The City shall have absolute discretion in determining the design of all Offsite Improvements to public infrastructure and the time that it is constructed,

installed and operational. The City agrees to construct the Offsite Improvements in a good faith manner in coordination with the development of the Project Site and in compliance with **Section 7.2** below, such that Offsite Improvements are reasonably available to the Project Site for its development and sale of single family lots and homes. Further, the timing of the construction of the Offsite Improvements by the City shall in no way delay or prevent Developer from receiving all approvals and consents, including, without limitation, certificates of occupancy, necessary for the Project to proceed and be completed by Developer for its development and sale of single-family lots and homes (collectively, the “Permits”).

3.4 Adequate Security/Payment Bond. The parties acknowledge that the City intends to pay for or be reimbursed for the costs of the Offsite Improvements from the RHID increment described in **Section 5.3**. If the Developer fails to complete Phase I of the Project as set forth in **Section 2.5** in accordance with the schedule set forth in **Section 7.1**, the City may not have sufficient RHID increment to pay or reimburse its costs. At the time the City approves a construction contract for the Offsite Improvements but before the City signs the contract, the Developer shall post a maximum-cost Payment Bond with the City to enable the City to recover the Offsite Improvements costs (up to an amount not to exceed the set value of the Payment Bond) to the extent, if any, the Developer fails to complete Phase I of the Project as set forth in **Section 2.5** and according to the schedule set forth in **Section 7.1**. The bond shall be delivered within fifteen (15) business days after receipt of notice from City that City has approved the construction contract and intends to execute the same and be in an amount equal to all costs payable by the City for the design and construction of the Offsite Improvements, which may include a contingency cost of not more than ten percent (10%) of the total out of pocket costs. The payment bond shall be reviewed annually on January 1 and shall be adjusted downward by the City in proportion to the amount of houses constructed versus the number planned in Phase I of the Project. Upon reimbursement of the costs incurred in the design and construction of the Offsite Improvements (not to exceed the set value of the Payment Bond) or, upon the completion of Phase I of the Project (i.e., completion of 63 homes), whichever occurs first, the payment bond shall be released and no longer required of the Developer.

ARTICLE IV INTERNAL PROJECT INFRASTRUCTURE

4.1 Developer agrees to and will construct at its cost and expense, all Project Site Improvements required by the City code and all applicable ordinances. The design, installation, inspection and approval of all internal infrastructure improvements shall go through normal City processes.

ARTICLE V RHID FINANCING

5.1 RHID Financing. The City has authority to create a Rural Housing Incentive District (the “RHID”) pursuant to the Kansas Rural Housing Incentive District Act, codified at K.S.A 12-5241 et seq., as amended (the “RHID Act”). The Developer agrees that the City, subject to compliance with Applicable Laws and Requirements, may establish a RHID district and plan that includes within the district the Offsite Improvements, the Project Site, and the Project. Establishment of the

RHID is not a condition precedent to any of the obligations of the City under this Agreement.

5.2 Disbursement of RHID Increment. If established, the RHID increment deposited with the City pursuant to K.S.A. 12-5250(b)(2) shall be used by the City at its discretion to either pay, or reimburse the City for the payment of, any cost permitted by the RHID Act.

**ARTICLE VI
ASSIGNMENT BY DEVELOPER; DEVELOPER OWNERSHIP**

Any assignment of this Agreement shall require the written consent of the City. Any change in a majority ownership of the Developer shall require the written consent of the City. Notwithstanding the foregoing to the contrary, Developer shall be permitted to assign its rights under this Agreement without receipt of the City's consent to (i) any entity controlled by or under common control of Developer, or (ii) any entity that acquires all or substantially all of the Developer's assets (each a "Permitted Assignee"); provided, each Permitted Assignee shall have sufficient financial assets to perform all of Developer's obligations hereunder and shall show evidence that the payment bond required by Section 3.4 (or an adequate substitute payment bond as determined by the City) will remain in force after the assignment. Nothing in this agreement shall prohibit or limit the Developer from pledging or assigning this Agreement or the benefits of this Agreement as collateral for financing purposes.

**ARTICLE VII
PROJECT CONSTRUCTION SCHEDULE AND OTHER AGREEMENTS**

Section 7.1 Project Schedule. Subject to an Excused Delay, Developer agrees to:

(a) Award a contract for construction of the Project Site Improvements for Phase I of the Project within thirty (30) days after receipt of all required governmental approvals for the Project;

(b) Commence construction of the first home in Phase I as soon as reasonably practical following completion of the Project Site Improvements.

Section 7.2 Offsite Improvements. City agrees:

(a) That status of the Offsite Improvements will not delay or otherwise adversely affect the granting of approvals for construction of the Project Site Improvements or any homes on the Project Site;

(b) To provide water and sanitary sewer service to the Project at such time as the first home on the Project is completed.

Section 7.3 Benefit District. The parties acknowledge that the Project will ultimately be served by the Sunflower Sewer Benefit District. Developer will be responsible for making a one-time buy-in payment to join and connect to the district pursuant to currently existing requirements at such time that the Project Site is able to be served by the Sunflower Sewer Connection. The City shall provide notice in writing to Developer confirming that the Project Site is able to be served

by the Sunflower Sewer Connection and updating the buy-in payment amount described in this section. Developer shall have 60 days from receipt of such letter to make the buy-in payment. The buy-in shall be calculated pursuant to the statutory formula. City and Developer acknowledge that the estimated one time buy-in as of the date of this Development Agreement is approximately \$294,673.46, plus any related fees charged by the City's outside counsel, advisors and escrow agent which shall be paid by the Developer (not to exceed \$15,000). Developer acknowledges that the buy-in amount will increase each year in July to reflect Johnson County's assessment levy cycle. Developer also acknowledges that the Project Site is subject to annual assessments through and including the 2032 tax year.

Section 7.4 Future Easements. The Developer agrees, at the request of the City, to dedicate future easements to the City within one of the two greenspace areas within the Project for the installation of an outdoor warning siren, a chlorine testing station and radio antenna infrastructure for automated meter reading. Such easements shall be in a mutually agreeable location and be limited to the amount of land area reasonably necessary for such purposes.

ARTICLE VIII DEFAULT; REMEDIES

8.1 Default by Developer. Developer shall be in default under this Agreement if: (a) Developer fails to keep or perform any material covenant or obligation herein contained on the Developer's part to be kept or performed, and the Developer fails to remedy the same within sixty (60) days after the Developer has been given written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the Developer within such period and diligently pursued until the default is corrected; or (b) the Developer materially breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days following written notice. In the event of such default, the City may as its sole and exclusive remedy, take such actions, or pursue such remedies, as exist in Section 3.4, Article IX, or Section 11.9 of this Agreement, as applicable. Notwithstanding the foregoing, the Developer's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall Developer be liable for any remote or consequential damages.

8.2 Default by City. The City shall be in default under this Agreement if: (a) the City fails to keep or perform any material covenant or obligation herein contained on the City's part to be kept or performed, and the City fails to remedy the same within sixty (60) days after the City has been given written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or (b) the City materially breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days following written notice. In the event of such default, the Developer may terminate this Agreement and/or take such actions, or pursue such remedies, as exist hereunder or at law or in equity, including but not limited to specific performance. Notwithstanding the foregoing, the City's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall City be liable for any remote or consequential damages.

**ARTICLE IX
TERMINATION OPTION**

The City shall have the option to terminate this Agreement immediately if Developer (a) fails to satisfy Section 7.1(a) prior to June 1, 2024 or Section 7.1(b) prior to December 31, 2024, (b) defaults beyond the cure period set forth in **Section 8.1** above, on the Project construction schedule set forth in **Article VII**, as such schedule may be as adjusted for an Excused Delay, or (c) fails to maintain the payment bond as required by **Section 3.4**. In addition to other termination rights provided herein, Developer shall have the right to terminate this Agreement by written notice to City in the event Developer fails to acquire fee simple title to the Project Site for any reason.

**ARTICLE X
REPRESENTATIONS AND WARRANTIES**

10.1 Representations and Warranties of Developer. Developer represents and warrants to the City as follows:

10.1.1 Organization. Developer is a limited liability company duly formed and validly existing under the laws of the State of Kansas. Developer is duly authorized to conduct business in all jurisdictions in which the nature of its properties or its activities requires such authorization. Developer shall (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State of Kansas and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

10.1.2 Authority. The execution, delivery and performance by Developer of this Agreement is within Developer's powers and have been duly authorized by all necessary action of Developer.

10.1.3 No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof, will contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

10.1.4 No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order, or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the performance by Developer of this Agreement, or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the City, county, or other governmental units

10.1.5 Valid and Binding Obligation. The provisions of this Agreement are the legal, valid and binding obligations of Developer, enforceable against Developer in accordance with the terms hereof.

10.2 Representations and Warranties of City. City represents and warrants to the Developer as follows:

10.2.1 Authority. The execution, delivery and performance by the City of this Agreement is within its powers and has been duly authorized by all necessary action.

10.2.2 No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof, will contravene the ordinances, rules, regulations of the City or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the City is bound or to which the City is subject.

10.2.3 No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution and delivery by the City of this Agreement. No consent, authorization, approval, order, or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the performance by the City of this Agreement, or the consummation of the transactions contemplated hereby

10.2.4 Valid and Binding Obligation. The provisions of this Agreement are, to the fullest extent permitted by applicable law, the legal, valid and binding obligation of the City enforceable against the City in accordance with the terms hereof and thereof, subject to the Kansas cash basis law and the lawful ability of the current governing body to bind future governing bodies. The City considers this Agreement to be proprietary in nature, and is receiving direct benefit and consideration from Developer's undertakings hereunder in the form of payments, improvements and contributions provided herein and otherwise.

ARTICLE XI MISCELLANEOUS

11.1 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

11.2 Elevate Edgerton Membership. Developer agrees to obtain membership with Elevate Edgerton at the \$2,500 level or higher.

11.3 Amendments. This Agreement may be amended, changed, or modified only by a written agreement duly executed by the City and the Developer.

11.4 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

11.5 Invalidity of Any Provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

11.6 Headings. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

11.7 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.8 Time. Time is of the essence in this Agreement.

11.9 Consents and Approvals. Wherever in this Agreement it is provided that the City or the Developer shall, may or must give its approval or consent, the City or the Developer shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for the Developer or the City in any action concerning the other's reasonableness in providing such approval or consent will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

11.10 Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) emailed (with follow up by sending such notice within one (1) business day by United States Mail); or (iii) delivered in person, in each case if addressed to the parties set forth below:

To the City: City Administrator
 Edgerton Community Building
 404 East Nelson
 P.O. Box 255
 Edgerton, Kansas 66021
 Phone: (913) 893-6231
 BLinn@EdgertonKS.org

With a copy to: Scott W. Anderson
SA Legal Advisors LC
16201 W 95th Street, Suite 270
Lenexa, Kansas 66219
Phone (913) 600-2999
SAnderson@SALegalAdvisors.com

To the Developer: Kansas LD, LLC
c/o Jared Payne
Rausch Coleman Homes
4058 North College Avenue
Suite 100
Fayetteville, Arkansas 72703

All notices given by personal delivery or email (when followed up by regular United States mail as set forth above), shall be deemed duly given the day they are so delivered / emailed. All notices sent by nationally recognized overnight delivery service shall be deemed duly given the next business day following the day such notice was deposited with such delivery service.

11.11 Excused Delay. The performance of any of Developer's obligations under this Agreement shall be excused or extended, at Developer's option, as a consequence of events caused by force majeure or excusable delay (collectively "Excused Delay") applicable to the portion of the Project on account of (i) Acts of Nature (including fire, flood, earthquake, storm, tornado, hurricane or other natural disaster), (ii) acts of war, invasion, hostilities (whether war is declared or not), or usurped power or confiscation, nationalization, blockage or embargo, (iii) terrorist activities (iv) strikes or lockout, (v) riot or civil commotion in the Kansas City metro, (vi) any public health crisis, epidemic or pandemic requiring or resulting in a recommended or mandatory quarantine, or (vii) prolonged break-down of electric current

11.12 Term. This Agreement shall become effective as of the date of its execution and shall remain in full force and effect until all phases of the Project have been constructed, unless sooner terminated as provided in this Agreement.

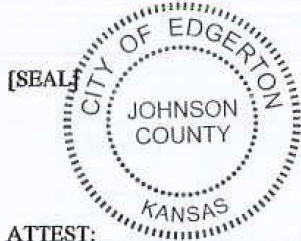
11.13 Intentionally Omitted.

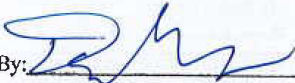
11.14 Entire Agreement; Conflicts with Incentive Agreements. Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof.

[Signature Page Follows]

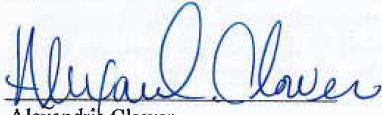
IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

CITY OF EDGERTON, KANSAS,
a Kansas municipal corporation

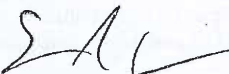


By: 
Donald Roberts
Mayor

ATTEST:


Alexandria Clower
City Clerk

Approved as to form:


Scott W. Anderson
Development Counsel

KANSAS LD, LLC
a Kansas limited liability company


DocuSigned by:
By: 
Stephen T. Lieux
Manager

EXHIBIT A
DEPICTION OF PROJECT SITE AND BOUNDARY

Kansas UPN 0462161301001001000

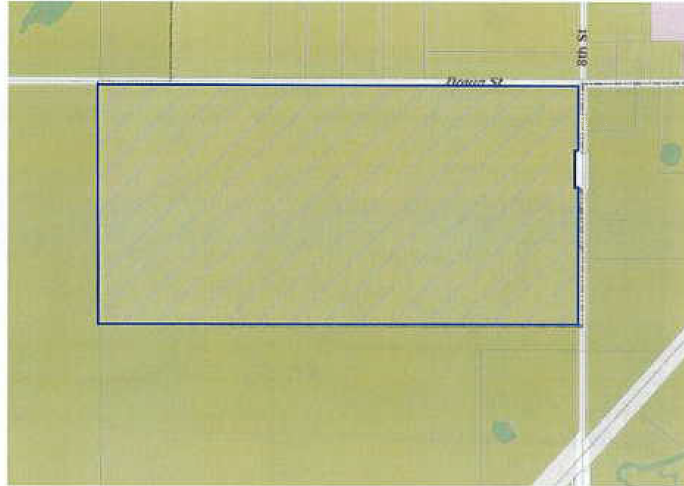


EXHIBIT B
DEVELOPMENT PLAN



EXHIBIT C
ORDINANCE NO. 2114

ORDINANCE NO. 2114

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE THE PLANNED UNIT DEVELOPMENT (PUD) CONCEPTUAL PLAN FOR 80.4 ACRES LOCATED AT THE SOUTHWEST CORNER OF 207TH STREET/BRAUN STREET AND 8TH STREET/EDGERTON ROAD.

WHEREAS, the purpose of the Planned Unit Development regulations of the Edgerton Unified Development Code is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations; and

WHEREAS, pursuant to those regulations, an applicant is required to submit a request for approval of a Conceptual Plan to the Zoning Administrator, which is in turn submitted to the Planning Commissioner for public hearing, review and recommendation; and

WHEREAS, the Zoning Administrator and the Planning Commission of the City of Edgerton, Kansas received a request for approval of a Conceptual Plan from Jesse Fulcher, applicant representative for the owners, Dennis L. Dwyer, Vickie J. Dwyer, David L. Dwyer and Kendra L. Dwyer, and developer, Rausch Coleman Homes, for a parcel of land totaling approximately 80.4 acres, generally located at the southwest corner of 207th Street/Braun Street and 8th Street/Edgerton Road in Edgerton, Kansas along with the required Planned Unit Development fees; and

WHEREAS, a public hearing was noticed and held in front of the Planning Commission on July 12, 2022, as required by the Uniform Development Code; and

WHEREAS, following such hearing the Planning Commission recommended that the Conceptual Plan be approved subject to certain conditions; and

WHEREAS, the Edgerton City Council wishes to take action on that recommendation.

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

Section 1. That the Conceptual Plan for Planned Unit Development for the following legally described property generally located at the southwest corner of 207th Street/Braun Street and 8th Street/Edgerton Road, in Edgerton, Kansas is hereby approved, subject to the conditions below:

The North Half of the Northeast Quarter of Section 13, Township 15 South, Range 21 East, Johnson County, Kansas, EXCEPT that part described as follows:

All that part of the Northeast Quarter of Section 13, Township 15, Range 21, Johnson County, Kansas, more particularly described as follows:

Beginning at a point on the East line of said Northeast $\frac{1}{4}$ of said Section 13 and 376.40 feet South of the Northeast corner thereof; thence West a distance of 35.00 feet; thence South parallel to the East line of said Northeast $\frac{1}{4}$ a distance of 200 feet; thence

East a distance of 35.00 feet; thence North along the East line of said Northeast ¼ a distance of 200.00 feet to the point of beginning, all subject to that part thereof dedicated for existing public road right-of-way containing 0.161 acres, including 0.092 acres, more or less, of existing public road right-of-way and 0.069 acres, more or less, of new right-of-way.

Section 2. The above approval for the Concept Plan for Planned Unit Development is expressly conditioned on the following:

- a) Compliance with the stipulations stated in the Planning Commission Staff Reports for Application PUD2022-01.
- b) Adherence to the requirements outlined in the Development Agreement for this parcel as mutually agreed to by the Developer and the City.
- c) The submission and approval of a Final Plan and Final Plat as required by section 6.4 of the Unified Development Code.
- d) Strict adherence to all requirements of Article 6 of the Edgerton Unified Development Code, the remainder of the Unified Development Code, city ordinances and regulations.

Section 3. That City Staff is hereby directed to reflect said approval on the City's Official Zoning map and other City records.

Section 4. This ordinance shall take effect from and after its publication once in the official city newspaper.

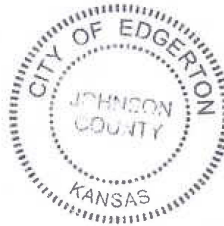
ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11th DAY OF AUGUST, 2022.

CITY OF EDGERTON, KANSAS

By: 
Donald Roberts, Mayor

ATTEST:


Christopher Clinton, Deputy City Clerk



APPROVED AS TO FORM:


Lee Hendricks, City Attorney

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: October 24, 2024

Agenda Item: Resolutions Approving an Assignment of Bond Documents

Subject: ColdPoint Logistics Real Estate Phase 1
ColdPoint Logistics Real Estate Phase 2
ColdPoint Logistics Real Estate Phase 3
ColdPoint Logistics Real Estate Phase 4

The City issued a series of bonds in 2016 to finance the costs of constructing the ColdPoint project at the Logistics Park. In 2017, 2018 and 2019, the City issued a series of bonds to finance three expansion projects to the ColdPoint project.

ColdPoint Logistics Real Estate desires to sell the building to Coldpoint Bidco, LLC, a Delaware limited liability company. The new entity is not affiliated with Northpoint Development. Accordingly, Northpoint will no longer be involved in the ownership or management of this project.

There is a separate resolution approving the assignment for each series of bonds. Each resolution approves the Assignment and Assumption of IRB Documents. A sample assignment is attached to this item summary as **Exhibit A**. The Assignment transfers all of ColdPoint Logistics Real Estate's interest in the Base Lease, the Lease Agreement, the Performance Agreement, the Origination Fee Agreement and the other bond documents for each project to the purchasing entity. Each resolution also approves a form of Agreement and Estoppel Certificate. A sample estoppel certificate is attached to this item summary as **Exhibit B**.

The bond documents require that the City consent to any assignment. Accordingly, each assignment has a consent page for the Mayor to sign acknowledging the City's consent to the assignment.

The assignment does not alter the amount or term of tax abatement for each phase of the project.

EXHIBIT A

SAMPLE ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

(Space above reserved for the Register of Deeds' recording information)

Title of Document: Assignment and Assumption of IRB Documents

Date of Document: _____, 2024

Grantor(s): COLDPOINT LOGISTICS REAL ESTATE, LLC, a Kansas limited liability company

Grantee(s): Coldpoint Bidco, LLC, a Delaware limited liability company

Grantee's Address:

Reference Book and Pages: Book 201701, Page 2409
Book 201808, Page 5012
Book 201701, Page 2410
Book 201808, Page 5013

Legal Description: See attached Exhibit A

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS (the “**Assignment**”) entered into on _____, 2024 (the “**Effective Date**”) is by and between COLDPOINT LOGISTICS REAL ESTATE, LLC, a Kansas limited liability company (the “**Assignor**”), and COLDPOINT BIDCO, LLC, a Delaware limited liability company (the “**Assignee**”).

RECITALS

WHEREAS, the City of Edgerton, Kansas (the “**City**”) has previously issued its \$36,100,000 aggregate maximum principal amount of Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Project) Series 2016 (the “**Bonds**”) pursuant to a Trust Indenture dated as of December 1, 2016 (the “**Indenture**”), between the City and BOKF, N.A., as successor trustee (the “**Trustee**”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture);

WHEREAS, Assignor leased the Project to the City pursuant to the Base Lease Agreement dated as of December 1, 2016, as supplemented by the First Supplemental Base Lease Agreement dated as of June 1, 2018 (together, the “**Base Lease**”), between Assignor and the City, a memorandum of which was recorded January 10, 2017, in Book 201701, Page 2409, as amended by a memorandum which was recorded August 16, 2018, in Book 201808, Page 5012, with respect to the property described on **Schedule 1** attached hereto (the “**Real Property**”);

WHEREAS, the City subleased the Project to Assignor pursuant to a Lease Agreement dated as of December 1, 2016, as supplemented by the First Supplemental Lease Agreement dated as of June 1, 2018 (the “**Lease Agreement**”), between the City and Assignor, a memorandum of which was recorded January 10, 2017, in Book 201701, Page 2410, as amended by a memorandum which was recorded August 16, 2018, in Book 201808, Page 5013;

WHEREAS, the City and Assignor entered into a Performance Agreement dated as of December 1, 2016, as amended by the First Amendment to Performance Agreement dated as of June 1, 2018 (together, the “**Performance Agreement**”), whereby the parties set forth the terms relating to tax abatement for the Project;

WHEREAS, the City and Assignor entered into an Origination Fee Agreement dated as of December 1, 2016 (the “**Origination Fee Agreement**”), whereby Assignor agreed to make certain origination fee payments to the City over time;

WHEREAS, the City and Assignor entered into a Bond Purchase Agreement dated December 5, 2016 (the “**Bond Purchase Agreement**”), whereby City agreed to issue and Assignor agreed to purchase the Bonds on the terms and conditions set forth therein;

WHEREAS, Assignor now desires to assign and transfer to Assignee all of Assignor’s right, title, and interest in and to the Indenture, the Base Lease, the Lease Agreement, the Performance Agreement, the Origination Fee Agreement and the Bond Purchase Agreement (collectively, the “**IRB Documents**”);

WHEREAS, Assignee desires to accept such assignment subject to the terms and conditions set forth below;

WHEREAS, the City and the Trustee desire to consent to such assignment and assumption.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee all of Assignor's rights and obligations under the IRB Documents (collectively, the "Assigned Interests").

2. **Assumption.** Assignee accepts all of the Assigned Interests assigned by Assignor in **Section 1** and assumes and agrees to pay, perform, and discharge promptly and fully when and as required all obligations and liabilities under the IRB Documents that accrue on or after the Effective Date.

3. **Delivery of documents; representations.** Pursuant to **Section 13.1(a)** of the Lease Agreement, Assignor represents that all conditions precedent to the assignment have been satisfied. Assignor represents that there has been no damage or destruction to the Project that has not been repaired, restored, and replaced in accordance with the terms of the Lease Agreement.

4. **Consent and release.** Pursuant to **Section 13.1(a)** of the Lease Agreement, the City consents to the Assignment of the IRB Documents from Assignor to Assignee. Pursuant to **Section 206** of the Indenture, the City consents to the assignment and transfer of the Bonds from Assignor to Assignee. The City releases Assignor from all liability under the IRB Documents occurring on and after the Effective Date.

5. **Assignor's Representation.** Assignor represents that Assignor has not transferred, sold, encumbered, or otherwise disposed of the Bonds nor has Assignor assigned the Lease or transferred or encumbered or otherwise disposed of its interest in the Project. Assignor further represents and warrants that Assignor is not aware of any default which exists on this date by it or the counterparty under the IRB Documents.

6. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. **Governing law.** This Assignment shall be interpreted and construed under the laws of the State of Kansas, excluding any conflict of law or choice-of-law rules that might lead to the application of the internal laws of another jurisdiction.

9. **Recording.** Assignee shall submit this Assignment for recording in the Office of the Register of Deeds of Johnson County, Kansas on or about the Effective Date.

10. **Direction to Trustee.** Assignor, as current sole owner of the Bonds hereby directs the Trustee to provide its acknowledgement of this Assignment.

Upon the registration of the Bonds in the name of the Assignee, Assignee hereby provides written notice to the Trustee that it waives its right to actual payment of interest due on the Bond on such interest payment date, as well as the principal of the Bonds maturing on the maturity date.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Assignment as of the Effective Date.

ASSIGNOR:

COLDPOINT LOGISTICS REAL ESTATE, LLC,
a Kansas limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its: Manager

By _____
Nathaniel Hagedorn, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of October, 2024, appeared Nathaniel Hagedorn, to me personally known, who being duly sworn did say that he is the Manager of NPD Management, LLC, the Manager of Coldpoint Logistics Real Estate, LLC, a Kansas limited liability company (the “Company”), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

My commission expires _____.

ASSIGNEE:

COLDPOINT BIDCO, LLC

a Delaware limited liability company

By: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2024, appeared _____, to me personally known, who being duly sworn did say that he is the Manager of Coldpoint Bidco, LLC, a Delaware limited liability company (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

My commission expires _____.

CONSENT OF THE CITY OF EDGERTON, KANSAS

The City hereby acknowledges, consents and agrees to the execution and delivery of this Assignment and Assumption of IRB Documents dated _____, 2024, between COLDPOINT LOGISTICS REAL ESTATE, LLC, a Kansas limited liability company, and COLDPOINT BIDCO, LLC, a Delaware limited liability company.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts
Mayor

ATTEST:

Alexandria Clower
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ___ day of October, 2024, before me, a notary public in and for said county and state, came Donald Roberts, Mayor of the City of Edgerton, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Alexandria Clower, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public
Typed Name: _____

My commission expires _____.

SCHEDULE 1

LEGAL DESCRIPTION OF REAL PROPERTY

Lot 1, LOGISTICS PARK KANSAS CITY RAIL SERVED – FIRST PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas.

EXHIBIT B
AGREEMENT AND ESTOPEL CERTIFICATE

AGREEMENT AND ESTOPPEL CERTIFICATE

(City of Edgerton, Kansas and, for limited purposes as set forth below, BOKF, NA)

TO: COLDPOINT BIDCO, LLC, a Delaware limited liability company
 (“**PURCHASER**”)
 COLDPOINT LOGISTICS REAL ESTATE, LLC, a Kansas limited liability
 company (“**DEVELOPER**”)

RE: **INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL
 ESTATE, LLC PROJECT), SERIES 2016 (CITY OF EDGERTON, KANSAS).**

DATE: _____, 2024 (the “**Effective Date**”).

In connection with (a) the proposed sale by Developer to Purchaser of Developer’s fee interest in the industrial property known as 31301 W. 181ST Street, Edgerton, Kansas (the “**Property**”), and (b) the associated assignment by Developer and assumption by Purchaser of Developer’s rights and obligations under that certain: (i) Base Lease Agreement dated as of December 1, 2016, as supplemented by First Supplemental Base Lease Agreement dated as of June 1, 2018 (together, the “**IRB Base Lease**”), between Developer and the City of Edgerton, Kansas (“**City**”), with respect to the Property; (ii) Lease Agreement dated as of December 1, 2016, as supplemented by the First Supplemental Lease Agreement dated as of June 1, 2018 (together, the “**IRB Lease**”), between Developer and City; (iii) Performance Agreement dated as of December 1, 2016, as amended by First Amendment to Performance Agreement dated as of June 1, 2018 (together, the “**Performance Agreement**”), between Developer and City; (iv) Origination Fee Agreement dated as of December 1, 2016 (the “**Origination Fee Agreement**”), between Developer and City; (v) Bond Purchase Agreement dated December 5, 2016 (“**Bond Purchase Agreement**”), between Developer and City; and (vi) Trust Indenture dated as of December 1, 2016 (the “**Indenture**”), between City and BOKF, NA, as successor trustee (the “**Trustee**”), and (c) the associated transfer to Purchaser of all outstanding bonds issued by City pursuant to the Indenture and designated as \$36,100,000 (Aggregate Maximum Principal Amount) City of Edgerton, Kansas Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Project), Series 2016 (the “**Bonds**”), City and Trustee (but as to Trustee, solely for the purpose of agreeing to the provisions of Section 8 and 9 hereof) hereby consent, agree with and certify to Purchaser and Developer, and their respective successors and assigns, as follows:

1. **Definition of IRB Documents.** The Bonds, Indenture, IRB Base Lease, IRB Lease, Performance Agreement, Origination Fee Agreement and Bond Purchase Agreement are collectively referred to as the “**IRB Documents**”. Capitalized terms used but not defined herein shall have the meaning ascribed thereto pursuant to the IRB Documents.

2. **IRB Base Lease.** Attached hereto as **Exhibit A** is a true, correct, and complete copy of the IRB Base Lease. The IRB Base Lease has not been assigned, modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit A**. The IRB Base Lease is in full force and effect.

3. **IRB Lease.** Attached hereto as **Exhibit B** is a true, correct, and complete copy of the IRB Lease. The IRB Lease has not been assigned, modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit B**. The IRB Lease is in full force and effect.

4. **Performance Agreement.** Attached hereto as **Exhibit C** is a true, correct, and complete copy of the Performance Agreement. The Performance Agreement has not been modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit C**. The Performance Agreement is in full force and effect.

5. **Origination Fee Agreement.** Attached hereto as **Exhibit D** is a true, correct, and complete copy of the Origination Fee Agreement. The Origination Fee Agreement has not been modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit D**. The Origination Fee Agreement is in full force and effect.

6. **Indenture.** Attached hereto as **Exhibit E** is a true, correct, and complete copy of the Indenture. The Indenture has not been modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit E**. The Indenture is in full force and effect.

7. **Bond Purchase Agreement.** Attached hereto as **Exhibit F** is a true, correct, and complete copy of the Bond Purchase Agreement. The Bond Purchase Agreement has not been modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit F**. The Bond Purchase Agreement is in full force and effect.

8. **Waiver of Bond Payments.** Trustee agrees that so long as Purchaser is both the tenant under the IRB Lease and the Bondowner (as defined in the Indenture) of all of the outstanding Bonds on the applicable interest payment date (as set forth in the Indenture) and, with respect to repayment of principal, on the maturity date (as set forth in the Indenture), Purchaser shall have the right to waive, provided the Purchaser provides written notice to the Trustee of its exercise of such right, actual payment of interest due on the Bonds on such interest payment date, as well as the principal of the Bonds maturing on the maturity date, in which event it shall be deemed that Purchaser, as tenant under the IRB Lease, had paid all Basic Rent due under the IRB Lease on such interest payment date or maturity date, as applicable, and that Purchaser, as owner of all of the outstanding Bonds on such date, had received the full payment due on such outstanding Bonds on such date provided the Bonds are presented to the Trustee for cancellation on the maturity date.

9. **Bond Funds.** The Trustee represents that the total principal amount of the outstanding Bonds as of the Effective Date is \$ _____. The amount held in the Bond Fund (as such term is defined in the IRB Documents) is \$0.00. There are no funds remaining in the Construction Fund (as such term is defined in the IRB Documents).

10. **No Default under IRB Documents.** City has not been notified of any default and to the best of City's information and belief as of the Effective Date, neither City nor Developer is in default under the IRB Documents, and, to the best of City's information and belief, no event has occurred and no condition exists that might, with the giving of notice or the passage of time, or both, constitute a default by City or Developer under the IRB Documents, or would otherwise permit a termination or modification by City under the IRB Documents.

11. **Additional City Certifications.** Without limiting the generality of the foregoing certifications, City also hereby certifies that, as of the Effective Date:

(a) The final Certificate of Occupancy for the Property has been issued by City and is in full force and effect as of the Effective Date, and there are no further obligations to City on the part of Developer or any other person or entity to cause design, construction, completion or modification of, nor incur any additional costs associated with, the construction of the Project or to comply with the IRB Documents.

(b) City has not asserted any claim for indemnification from Developer under any of the IRB Documents, and City is not aware of and has not been notified of, as of the Effective Date, any fact, event or circumstance that could be the basis of any such claim for indemnification.

(c) There is no suit, action, proceeding or audit pending or, to the knowledge of City, threatened against or affecting City or the Property under the IRB Documents, at law or in equity, or before or by any court, administrative agency, or other governmental authority which brings into question the validity of the IRB Documents.

(d) Developer has provided to City all reports, certifications, notices or similar documents required to be submitted by Developer under the IRB Documents through the Effective Date.

(e) To the best of City's information and belief, the Project has been completed in accordance with the IRB Documents and all applicable laws and requirements and is being lawfully occupied. The City has received any and all notices and certificates required pursuant to Section 4.5 of the IRB Lease.

(f) City deems this Agreement and Estoppel Certificate as constituting any and all notices of the transactions described herein that might otherwise be required under the IRB Documents.

(g) City agrees that upon and after full execution of the Assignment and Assumption Agreement, Developer shall be relieved of any liability associated with the Project, the Bonds, and the IRB Documents.

(h) City hereby confirms that the City's assignment of the City's rights and obligations under the IRB Lease to Trustee pursuant to that certain Assignment of Lease Agreement between City, as lessee, and Developer, as lessor, was a collateral assignment to Trustee that terminates upon full payment or cancellation of the Bonds.

12. **City Authority.** City represents and warrants that it has all right, power, and authority to bind itself, and to execute and deliver this Agreement and Estoppel Certificate.

City, and Trustee with respect to the provisions of Section 8 and 9, make the above agreements and certifications to and for the benefit and protection of Purchaser and Developer, and with the intent and understanding that they will be justifiably relied upon by them or any of them. Developer, as current sole owner of the Bonds hereby directs the Trustee to execute this Agreement and Estoppel Certificate.

[SIGNATURE PAGE FOLLOWS]

Dated: October ____, 2024.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

By: _____
Alexandria Clower, City Clerk

BOKF, NA, as successor trustee

By: _____
Wendee Peres
Vice President

EXHIBIT A

IRB Base Lease

EXHIBIT B

IRB Lease

EXHIBIT C

Performance Agreement

EXHIBIT D

Origination Fee Agreement

EXHIBIT E

Indenture

EXHIBIT F

Bond Purchase Agreement

EXHIBIT G

Form of Representation Letter

RESOLUTION NO. 10-24-24C

A RESOLUTION CONSENTING TO THE APPOINTMENT OF A SUCCESSOR TRUSTEE AND THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC PROJECT), SERIES 2016, AND AUTHORIZING AN ESTOPPEL CERTIFICATE

WHEREAS, the City of Edgerton, Kansas (the "City") is a duly organized and existing municipal corporation under the laws of the State of Kansas; and

WHEREAS, the City issued its Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Project), Series 2016 (the "Bonds"), in the aggregate maximum principal amount of \$36,100,000, pursuant to a Trust Indenture dated as of December 1, 2016 (the "Indenture"), between the City and UMB Bank, N.A., as trustee (the "Prior Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project described therein (the "Project"); and

WHEREAS, the Project was leased by Coldpoint Logistics Real Estate, LLC, a Kansas limited liability company ("Coldpoint"), to the City pursuant to a Base Lease Agreement dated as of December 1, 2016, as supplemented and amended by a First Supplemental Base Lease Agreement dated as of June 1, 2018 (together, the "Base Lease"), between Coldpoint and the City, and the Project was subleased by the City to ColdPoint pursuant to a Lease Agreement dated as of December 1, 2016, as supplemented and amended by a First Supplemental Lease Agreement dated as of June 1, 2018 (together, the "Lease Agreement"), between the City and Coldpoint; and

WHEREAS, Coldpoint has requested that the Prior Trustee resign as trustee under the Indenture and that BOKF, N.A. (the "Successor Trustee") be appointed successor trustee under the Indenture; and

WHEREAS, the City is willing to consent to the appointment of the Successor Trustee as trustee under the Indenture; and

WHEREAS, pursuant to **Section 6.2** of the Base Lease and **Section 13.1** of the Lease Agreement, the Assignor may assign the Base Lease and the Lease Agreement only with the written consent of the City; and

WHEREAS, Coldpoint is requesting the City's consent to the assignment of Coldpoint's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement dated as of December 1, 2016, as amended by the First Amendment to Performance Agreement dated as of June 1, 2018 (together, the "Performance Agreement"), between the City and Coldpoint, the Origination Fee Agreement dated as of December 1, 2016 (the "Origination Fee Agreement"), between the City and Coldpoint, the Bond Purchase Agreement dated December 5, 2016 (the "Bond Purchase Agreement"), among the City, Coldpoint, as purchaser, and Coldpoint, as the company, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to Coldpoint Bidco, LLC, a Delaware limited liability company (the "Assignee"); and

WHEREAS, the City desires to consent to the assignment of Coldpoint's interest under the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, the Bond Purchase Agreement and the Other Bond Documents to the Assignee; and

WHEREAS, in connection with the assignment, Assignee has requested that the City deliver an estoppel certificate, and the City desires to approve such document;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Consent to Appointment of Successor Trustee. The Governing Body of the City hereby consents to the resignation of the Prior Trustee and the appointment of the Successor Trustee as trustee under the Indenture.

Section 2. Authorization and Execution of Appointment of Successor Trustee. The Governing Body hereby approves of the execution and delivery by the Mayor of an agreement of resignation of the trustee and appointment and acceptance of successor trustee whereby the Successor Trustee is appointed trustee under the Indenture. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to such document.

Section 3. Consent to Assignment. The Governing Body of the City hereby consents to the assignment of the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, Bond Purchase Agreement and the Other Bond Documents by the Assignor to the Assignee. The foregoing consents are contingent upon the satisfaction of all other requirements for assignments expressly set forth in the Lease Agreement.

Section 4. Authorization and Execution of Consent to Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of IRB Documents (the "Assignment"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 5. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the Agreement and Estoppel Certificate (the "Estoppel"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Estoppel.

Section 6. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 7. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this 24th day of October, 2024.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

RESOLUTION NO. 10-24-24D

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC FIRST EXPANSION PROJECT), SERIES 2017, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT

WHEREAS, the City of Edgerton, Kansas (the "City") is a duly organized and existing municipal corporation under the laws of the State of Kansas; and

WHEREAS, the City issued its Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC First Expansion Project), Series 2017 (the "Bonds"), in the aggregate maximum principal amount of \$23,800,000, pursuant to a Trust Indenture dated as of October 1, 2017 (the "Indenture"), between the City and BOKF, N.A., as trustee (the "Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project described therein (the "Project"); and

WHEREAS, the Project was leased by Coldpoint Logistics Real Estate, LLC, a Kansas limited liability company ("Coldpoint"), to the City pursuant to a Base Lease Agreement dated as of October 1, 2017, as supplemented and amended by a First Supplemental Base Lease Agreement dated as of June 1, 2018 (together, the "Base Lease"), between Coldpoint and the City, and the Project was subleased by the City to ColdPoint pursuant to a Lease Agreement dated as of October 1, 2017, as supplemented and amended by a First Supplemental Lease Agreement dated as of June 1, 2018 (together, the "Lease Agreement"), between the City and Coldpoint; and

WHEREAS, pursuant to **Section 6.2** of the Base Lease and **Section 13.1** of the Lease Agreement, Coldpoint may assign the Base Lease and the Lease Agreement only with the written consent of the City; and

WHEREAS, Coldpoint is requesting the City's consent to the assignment of Coldpoint's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement dated as of October 1, 2017, First Amendment to Performance Agreement dated as of June 1, 2018 (the "Performance Agreement"), between the City and Coldpoint, the Origination Fee Agreement dated as of October 1, 2017 (the "Origination Fee Agreement"), between the City and Coldpoint, the Bond Purchase Agreement dated October 20, 2017 (the "Bond Purchase Agreement"), among the City, Coldpoint, as purchaser, and Coldpoint, as the company, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to Coldpoint Bidco, LLC, a Delaware limited liability company (the "Assignee"); and

WHEREAS, the City desires to consent to the assignment of Coldpoint's interest under the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, the Bond Purchase Agreement and the Other Bond Documents to the Assignee; and

WHEREAS, in connection with the assignment, Assignee has requested that the City deliver a collateral assignment, an estoppel and a subordination agreement, and the City desires to approve such documents;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Consent to Assignment. The Governing Body of the City hereby consents to the assignment of the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, Bond Purchase Agreement and the Other Bond Documents by the Assignor to the Assignee. The foregoing consents are contingent upon the satisfaction of all other requirements for assignments expressly set forth in the Lease Agreement.

Section 2. Authorization and Execution of Consent to Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of IRB Documents (the "Assignment"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 3. Authorization and Execution of Consent to Collateral Assignment. The Governing Body hereby approves of the form of the City consent to Collateral Assignment of IRB Documents (the "Collateral Assignment"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Collateral Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the consent to the Collateral Assignment.

Section 4. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the Consent, Agreement and Estoppel Certificate (the "Estoppel"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Estoppel.

Section 5. Authorization and Execution of Subordination. The Governing Body hereby approves of the form of the Subordination/Attornment Agreement (the "Subordination"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Subordination for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Subordination.

Section 6. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the

City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 7. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this 24th day of October, 2024.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

[SEAL]

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

RESOLUTION NO. 10-24-24E

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC SECOND EXPANSION PROJECT), SERIES 2018, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT

WHEREAS, the City of Edgerton, Kansas (the "City") is a duly organized and existing municipal corporation under the laws of the State of Kansas; and

WHEREAS, the City issued its Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Second Expansion Project), Series 2018 (the "Bonds"), in the aggregate maximum principal amount of \$28,000,000, pursuant to a Trust Indenture dated as of May 1, 2018 (the "Indenture"), between the City and BOKF, N.A., as trustee (the "Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project described therein (the "Project"); and

WHEREAS, the Project was leased by Coldpoint Logistics Real Estate, LLC, a Kansas limited liability company ("Coldpoint"), to the City pursuant to a Base Lease Agreement dated as of May 1, 2018 (the "Base Lease"), between Coldpoint and the City, and the Project was subleased by the City to ColdPoint pursuant to a Lease Agreement dated as of May 1, 2018 (the "Lease Agreement"), between the City and Coldpoint; and

WHEREAS, pursuant to **Section 6.2** of the Base Lease and **Section 13.1** of the Lease Agreement, Coldpoint may assign the Base Lease and the Lease Agreement only with the written consent of the City; and

WHEREAS, Coldpoint is requesting the City's consent to the assignment of Coldpoint's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement dated as of May 1, 2018, (the "Performance Agreement"), between the City and Coldpoint, the Origination Fee Agreement dated as of May 1, 2018 (the "Origination Fee Agreement"), between the City and Coldpoint, the Bond Purchase Agreement dated May 29, 2018 (the "Bond Purchase Agreement"), among the City, Coldpoint, as purchaser, and Coldpoint, as the company, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to Coldpoint Bidco, LLC, a Delaware limited liability company (the "Assignee"); and

WHEREAS, the City desires to consent to the assignment of Coldpoint's interest under the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, the Bond Purchase Agreement and the Other Bond Documents to the Assignee; and

WHEREAS, in connection with the assignment, Assignee has requested that the City deliver a collateral assignment, an estoppel and a subordination agreement, and the City desires to approve such documents;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Consent to Assignment. The Governing Body of the City hereby consents to the assignment of the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, Bond Purchase Agreement and the Other Bond Documents by the Assignor to the Assignee. The foregoing consents are contingent upon the satisfaction of all other requirements for assignments expressly set forth in the Lease Agreement.

Section 2. Authorization and Execution of Consent to Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of IRB Documents (the "Assignment"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 3. Authorization and Execution of Consent to Collateral Assignment. The Governing Body hereby approves of the form of the City consent to Collateral Assignment of IRB Documents (the "Collateral Assignment"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Collateral Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the consent to the Collateral Assignment.

Section 4. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the Consent, Agreement and Estoppel Certificate (the "Estoppel"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Estoppel.

Section 5. Authorization and Execution of Subordination. The Governing Body hereby approves of the form of the Subordination/Attornment Agreement (the "Subordination"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Subordination for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Subordination.

Section 6. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the

City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 7. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this 24th day of October, 2024.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

[SEAL]

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

RESOLUTION NO. 10-24-24F

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC THIRD EXPANSION PROJECT), SERIES 2019, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT

WHEREAS, the City of Edgerton, Kansas (the "City") is a duly organized and existing municipal corporation under the laws of the State of Kansas; and

WHEREAS, the City issued its Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Third Expansion Project), Series 2019 (the "Bonds"), in the aggregate maximum principal amount of \$26,000,000, pursuant to a Trust Indenture dated as of September 1, 2019 (the "Indenture"), between the City and BOKF, N.A., as trustee (the "Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project described therein (the "Project"); and

WHEREAS, the Project was leased by Coldpoint Logistics Real Estate, LLC, a Kansas limited liability company ("Coldpoint"), to the City pursuant to a Base Lease Agreement dated as of September 1, 2019 (the "Base Lease"), between Coldpoint and the City, and the Project was subleased by the City to ColdPoint pursuant to a Lease Agreement dated as of September 1, 2019 (the "Lease Agreement"), between the City and Coldpoint; and

WHEREAS, pursuant to **Section 6.2** of the Base Lease and **Section 13.1** of the Lease Agreement, Coldpoint may assign the Base Lease and the Lease Agreement only with the written consent of the City; and

WHEREAS, Coldpoint is requesting the City's consent to the assignment of Coldpoint's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement dated as of September 1, 2019, (the "Performance Agreement"), between the City and Coldpoint, the Origination Fee Agreement dated as of September 1, 2019 (the "Origination Fee Agreement"), between the City and Coldpoint, the Bond Purchase Agreement dated September 23, 2019 (the "Bond Purchase Agreement"), among the City, Coldpoint, as purchaser, and Coldpoint, as the company, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to Coldpoint Bidco, LLC, a Delaware limited liability company (the "Assignee"); and

WHEREAS, the City desires to consent to the assignment of Coldpoint's interest under the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, the Bond Purchase Agreement and the Other Bond Documents to the Assignee; and

WHEREAS, in connection with the assignment, Assignee has requested that the City deliver a collateral assignment, an estoppel and a subordination agreement, and the City desires to approve such documents;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Consent to Assignment. The Governing Body of the City hereby consents to the assignment of the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, Bond Purchase Agreement and the Other Bond Documents by the Assignor to the Assignee. The foregoing consents are contingent upon the satisfaction of all other requirements for assignments expressly set forth in the Lease Agreement.

Section 2. Authorization and Execution of Consent to Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of IRB Documents (the "Assignment"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 3. Authorization and Execution of Consent to Collateral Assignment. The Governing Body hereby approves of the form of the City consent to Collateral Assignment of IRB Documents (the "Collateral Assignment"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Collateral Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the consent to the Collateral Assignment.

Section 4. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the Consent, Agreement and Estoppel Certificate (the "Estoppel"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Estoppel.

Section 5. Authorization and Execution of Subordination. The Governing Body hereby approves of the form of the Subordination/Attornment Agreement (the "Subordination"), in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Subordination for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Subordination.

Section 6. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the

City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 7. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this 24th day of October, 2024.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

[SEAL]

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: October 24, 2024
Agenda Item: Resolution Approving an Assignment of Bond Documents
Subject: ELHC 33 Project

ELHC XXXIII, LLC previously constructed a 927,000 sq. ft. warehouse and distribution facility located at 31100 W. 196th Street. The City financed the project with \$46,350,000 of industrial revenue bonds which were issued in 2016.

In 2017, ELHC assigned the project to IPXXXIII 196 Street LLC. This entity is a joint venture between NorthPoint Development and Ares, which is a global real estate investment fund.

The joint venture entity now desires to assign the project to NHNR Hold Co 14, LLC. The NHNR entity is a real estate investment fund affiliated with Morgan Stanley. Northpoint will no longer be involved in the ownership or management of this building.

Property tax abatement on this project runs from 2017 through 2026. The assignment does not alter the amount or term of tax abatement.

(Space above reserved for the Register of Deeds' recording information)

Title of Document: Assignment and Assumption of IRB Documents

Date of Document: _____, 2024

Grantor(s): IPXXXIII 196 STREET LLC, a Delaware limited liability company

Grantee(s): NHNR HOLD CO 14, LLC, a Delaware limited liability company

Grantee's Address: c/o Morgan Stanley Real Estate Investing, 1585 Broadway, New York, New York 10036

Reference Book and Pages: Book 201608, Page 010751
Book 201608, Page 010752

Legal Description: See attached Exhibit A

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS (the “**Assignment**”) entered into on _____, 2024 (the “**Effective Date**”) is by and between **IPXXXIII 196 STREET LLC**, a Delaware limited liability company (the “**Assignor**”), and **NHNR HOLD CO 14, LLC**, a Delaware limited liability company (the “**Assignee**”).

RECITALS

WHEREAS, the City of Edgerton, Kansas (the “**City**”) has previously issued its \$46,350,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC XXXIII, LLC Project) Series 2016 (the “**Bonds**”) pursuant to a Trust Indenture dated as of August 1, 2016 (the “**Indenture**”), between the City and BOKF, N.A., as successor trustee (the “**Trustee**”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture);

WHEREAS, Assignor leased the Project to the City pursuant to the Base Lease Agreement dated as of August 1, 2016 (the “**Base Lease**”), between Assignor and the City, a memorandum of which was recorded August 26, 2016, in Book 201608, Page 010751; and the Base Lease was modified by that certain First Supplemental Base Lease Agreement dated as of May 1, 2017 in order to revise the legal description of the land that is subject to the Base Lease, and such revised legal description is set forth on **Schedule 1** (the “**Real Property**”);

WHEREAS, the City subleased the Project to Assignor pursuant to a Lease Agreement dated as of August 1, 2016 (the “**Lease Agreement**”), between the City and Assignor, a memorandum of which was recorded August 26, 2016, in Book 201608, Page 010752, and the Lease Agreement was modified by that certain First Supplemental Lease Agreement dated as of May 1, 2017 in order to revise the legal description of the land that is subject to the Lease Agreement to describe the Real Property;

WHEREAS, the City and Assignor entered into a Performance Agreement dated as of August 1, 2016 (the “**Performance Agreement**”) whereby the parties set forth the terms relating to tax abatement for the Project, and the Performance Agreement was modified by that certain First Amendment to Performance Agreement dated as of May 1, 2017 in order to revise the legal description of the land that is subject to the Performance Agreement to describe the Real Property;

WHEREAS, the City and Assignor entered into an Origination Fee Agreement dated as of August 1, 2016 (the “**Origination Fee Agreement**”) whereby Assignor agreed to make certain origination fee payments to the City over time;

WHEREAS, the City and Assignor entered into a Bond Purchase Agreement dated August 15, 2016 (the “**Bond Purchase Agreement**”) whereby City agreed to issue and Assignor agreed to purchase the Bonds on the terms and conditions set forth therein;

WHEREAS, Assignor now desires to assign and transfer to Assignee all of Assignor’s right, title, and interest in and to the Indenture, the Bonds, the Bond Purchase Agreement, the Base Lease, the Lease Agreement, the Performance Agreement, and the Origination Fee Agreement (collectively, the “**IRB Documents**”);

WHEREAS, Assignee desires to accept such assignment subject to the terms and conditions set forth below;

WHEREAS, the City and the Trustee desire to consent to such assignment and assumption.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee all of Assignor's rights and obligations under the IRB Documents (collectively, the "Assigned Interests").

2. **Assumption.** Assignee accepts all of the Assigned Interests assigned by Assignor in **Section 1** and assumes and agrees to pay, perform, and discharge promptly and fully when and as required all obligations and liabilities under the IRB Documents that accrue on or after the Effective Date.

3. **Delivery of documents; representations.** Pursuant to **Section 13.1(a)** of the Lease Agreement, Assignor represents that all conditions precedent to the assignment have been satisfied. Assignor represents that there has been no damage or destruction to the Project that has not been repaired, restored, and replaced in accordance with the terms of the Lease Agreement.

4. **Consent and release.** Pursuant to **Section 13.1(a)** of the Lease Agreement, the City consents to the Assignment of the IRB Documents from Assignor to Assignee. Pursuant to **Section 206** of the Indenture, the City consents to the assignment and transfer of the Bonds from Assignor to Assignee. The City releases Assignor from all liability under the IRB Documents occurring on and after the Effective Date.

5. **Assignor's Representation.** Assignor represents that Assignor has not transferred, sold, encumbered, or otherwise disposed of the Bonds nor has Assignor assigned the Base Lease or transferred or encumbered or otherwise disposed of its interest in the Project. Assignor further represents and warrants that Assignor is not aware of any default which exists on this date by it or the counterparty under the IRB Documents.

6. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. **Governing law.** This Assignment shall be interpreted and construed under the laws of the State of Kansas, excluding any conflict of law or choice-of-law rules that might lead to the application of the internal laws of another jurisdiction.

9. **Recording.** Assignee shall submit this Assignment for recording in the Office of the Register of Deeds of Johnson County, Kansas on or about the Effective Date.

10. **Direction to Trustee.** Assignor, as current sole owner of the Bonds, hereby directs the Trustee to provide its acknowledgement of this Assignment. Upon the assignment of the Lease Agreement to the Assignee and the registration of the Bonds in the name of the Assignee, Assignee hereby provides written notice to the Trustee that it waives its right to actual payment of interest due on the Bond on such interest payment date, as well as the principal of the Bonds maturing on the maturity date.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Assignment as of the Effective Date.

ASSIGNOR:

IPXXXIII 196 STREET LLC,
a Delaware limited liability company

By: _____
Name: Susan Rohrbach
Title: Vice President & Assistant Secretary

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this ____ day of _____, 2024, appeared Susan Rohrbach, to me personally known, who being duly sworn did say that she is the Vice President & Assistant Secretary of IPXXXIII 196 STREET LLC, a Delaware limited liability company (the “Company”), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and she further acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public
Printed Name: _____

My commission expires _____

ASSIGNEE:

NHNR HOLD CO 14, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2024, appeared _____, to me personally known, who being duly sworn did say that he/she is the _____ of NHNR HOLD CO 14, LLC, a Delaware limited liability company (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public
Printed Name: _____

My commission expires _____

CONSENT OF THE CITY OF EDGERTON, KANSAS

The City hereby acknowledges, consents and agrees to the execution and delivery of this Assignment and Assumption of IRB Documents dated _____, 2024, between IPXXXIII 196 STREET LLC, a Delaware limited liability company (“Assignor”), and NHNR HOLD CO 14, LLC, a Delaware limited liability company. (“Assignee”).

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Name: Donald Roberts
Its: Mayor

ATTEST:

Name: Alexandria Clower
Its: City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ___ day of _____, 2024, before me, a notary public in and for said county and state, came Donald Roberts, Mayor of the City of Edgerton, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Alexandria Clower, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public
Printed Name: _____

My commission expires _____

SCHEDULE 1

LEGAL DESCRIPTION

LOT 4, LOGISTICS PARK KANSAS CITY PHASE IV, SECOND PLAT, A SUBDIVISION IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS.

IRB DOCUMENTS ESTOPPEL

_____, 2024

IPXXXIII 196 Street LLC (“**Seller**”)
c/o AREG-NorthPoint LPKC Venture LLC
245 Park Avenue, 42nd Floor
New York, New York 10167
Attention: Cal NeSmith

NHNR HOLD CO 14, LLC (its successors and assigns, “**Purchaser**”)
c/o Morgan Stanley Real Estate Investing
1585 Broadway
New York, New York, 10036
Attention: David Gross, Managing Director

Re: (i) Trust Indenture dated as of August 1, 2016 (the “**Indenture**”), between the City of Edgerton, Kansas (the “**City**”) and BOKF, N.A., as successor trustee (the “**Trustee**”), pursuant to which the City has previously issued certain Industrial Revenue Bonds (ELHC XXXIII, LLC Project) Series 2016 in the aggregate maximum principal amount of \$46,350,000 (the “**Bonds**”); (ii) Base Lease Agreement dated as of August 1, 2016, as supplemented by the First Supplemental Base Lease Agreement dated as of May 1, 2017, to which Seller (as successor by assignment to ELHC XXXIII, LLC, a Kansas limited liability company) and the City are parties, a memorandum of which was recorded August 26, 2016, in Book 201608, Page 010751 (as supplemented, the “**Base Lease**”); (iii) Lease Agreement dated as of August 1, 2016, as supplemented by the First Supplemental Lease Agreement dated as of May 1, 2017, to which Seller (as successor by assignment to ELHC XXXIII, LLC) and the City are parties, a memorandum of which was recorded August 26, 2016, in Book 201608, Page 010752 (as supplemented, the “**City Lease**”); (iv) the Performance Agreement dated as of August 1, 2016, as amended by the First Amendment to Performance Agreement dated as of May 1, 2017, to which the Seller (as successor by assignment to ELHC XXXIII, LLC) and the City are parties (as amended, the “**Performance Agreement**”); (v) Origination Fee Agreement dated as of August 1, 2016 to which the Seller (as successor by assignment to ELHC XXXIII, LLC) and the City are parties (the “**Origination Fee Agreement**”); and (vi) Bond Purchase Agreement dated August 15, 2016 to which the Seller (as successor by assignment to ELHC XXXIII, LLC) and the City are parties (the “**Bond Purchase Agreement**”), each relating to the issuance of the Bonds in respect of the development of the industrial project known as 31100 West 196th Street, Edgerton, Kansas (as more particularly described in the hereafter defined IRB Documents, the “**Property**”). The Indenture, the Bonds, the Base Lease, the City Lease

the Performance Agreement, the Origination Fee Agreement and the Bond Purchase Agreement are referred to herein collectively as the “**IRB Documents**”.

Ladies and Gentlemen:

The City acknowledges that NHNR HOLD CO 14, LLC, a Delaware limited liability company (the “Purchaser”), is the contract purchaser of the Property and the proposed assignee of all of Seller’s right, title and interest in and to the Property and the IRB Documents. In connection with the foregoing, the City hereby certifies to Purchaser, Seller and any lender of Purchaser (collectively, the “**Reliance Parties**”) as follows:

1. The City is the holder of the tenant’s interest in the Base Lease and the landlord’s interest under the City Lease, and the City has not assigned, transferred, subleased or encumbered either such interests, or assigned, transferred sold, conveyed or encumbered any of its interest in the other IRB Documents, except for the assignment of certain rights of the City under the IRB Documents to BOKF, N.A., as bond trustee (the “Trustee”) under the Indenture. Seller and the Trustee are the sole counterparties to the IRB Documents (as applicable) and the City has not previously consented to any prior transfer by Seller of its interest in the IRB Documents.

2. True, correct and complete copies of the IRB Documents are attached hereto as Exhibit A.

3. Each of the IRB Documents is in full force and effect. The Bonds have not been redeemed. There are no amendments or modifications of any kind to any of the IRB Documents except as referenced above.

4. After due investigation and inquiry with the Trustee, the City is not aware of any uncured default, event of default, or breach by Seller or the City exists under any of the IRB Documents, and no facts or circumstances exist that, with the passage of time or the giving of notice, or both, will or could constitute a default, event of default, or breach under any of the IRB Documents. The City has made no claim against Seller or its predecessors in interest under the IRB Documents alleging any default under or breach of any IRB Documents.

5. There are no actions, voluntary or involuntary, pending against the City under the bankruptcy, insolvency, or receivership laws of the United States or any state thereof.

6. The tenant under the City Lease is obligated to make a semi-annual lease payment to the Trustee, for the benefit of the City, in an amount equal to the principal and interest then due on the Bonds. As long as the tenant is also the owner of the Bonds, the Trustee may waive actual receipt of payment of principal and interest then due on the Bonds.

Capitalized terms used but not specifically defined in this IRB Documents Estoppel shall have the meaning ascribed thereto in the IRB Documents. The undersigned City official has made such examination or investigation as is necessary to enable such individual to express an informed opinion as to the subject matter of this certificate, including inquiries of such officers and

employees of the City who have knowledge of the subject matter hereof and in whom the undersigned officer has confidence. The undersigned agrees that this certificate may be relied upon by the Reliance Parties. For a period of thirty (30) days from the date hereof, the City will notify Purchaser in writing at its address shown above, of any changes in the truth and/or accuracy of any of the certifications or representations contained in this IRB Documents Estoppel certificate promptly upon the City's learning of such change or inaccuracy.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Lessor has executed this instrument this ____ day of October, 2024.

CITY:

CITY OF EDGERTON, KANSAS

By: _____

Name: Donald Roberts

Title: Mayor

EXHIBIT A
Copies of IRB Documents

RESOLUTION NO. 10-24-24G

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XXXIII, LLC PROJECT), SERIES 2016

WHEREAS, the City of Edgerton, Kansas (the "City") is a duly organized and existing municipal corporation under the laws of the State of Kansas; and

WHEREAS, the City issued its Industrial Revenue Bonds (ELHC XXXIII, LLC Project), Series 2016 (the "Bonds"), in the aggregate maximum principal amount of \$46,350,000, pursuant to a Trust Indenture dated as of August 1, 2016 (the "Indenture"), between the City and BOKF, N.A., as successor trustee (the "Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project, consisting of an approximately 927,000 sq. ft. warehouse and distribution facility, located at 31100 W. 196th Street, Edgerton, Kansas (the "Project"); and

WHEREAS, the Project was leased by ELHC XXXIII, LLC, a Kansas limited liability company ("ELHC"), to the City pursuant to a Base Lease Agreement dated as of August 1, 2016, as supplemented and amended by a First Supplemental Base Lease Agreement dated as of May 1, 2017 (together, the "Base Lease"), between ELHC and the City, and the Project was subleased by the City to ELHC pursuant to a Lease Agreement dated as of August 1, 2016, as supplemented and amended by a First Supplemental Lease Agreement dated as of May 1, 2017 (together, the "Lease Agreement"), between the City and the Assignor; and

WHEREAS, pursuant to an Assignment and Assumption of IRB Documents dated May __, 2017, ELHC, with the consent of the City, assigned its interest in the Base Lease, Lease Agreement, Indenture, the Performance Agreement dated as of August 1, 2016, as amended by the First Amendment to Performance Agreement dated May 1, 2017 (the "Performance Agreement"), between the City and ELHC, the Origination Fee Agreement dated as of August 1, 2016 (the "Origination Fee Agreement"), between the City and ELHC, the Bond Purchase Agreement dated August 15, 2016 (the "Bond Purchase Agreement"), among the City and ELHC, as purchaser and as the company, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to IPXXXIII 196 Street LLC, a Delaware limited liability company (the "Assignor"); and

WHEREAS, the Assignor is now requesting the City's consent to the assignment of the Assignor's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement the Origination Fee Agreement, the Bond Purchase Agreement, and the Other Bond Documents to NHNR Hold Co 14, LLC, a Delaware limited liability company (the "Assignee"); and

WHEREAS, pursuant to **Section 6.2** of the Base Lease and **Section 13.1** of the Lease Agreement, the Assignor may assign the Base Lease and the Lease Agreement only with the written consent of the City; and

WHEREAS, the City desires to consent to the assignment of the Assignor's interest under the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, the Bond Purchase Agreement and the Other Bond Documents to the Assignee;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Consent to Assignment. The Governing Body of the City hereby consents to the assignment of the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, Bond Purchase Agreement and the Other Bond Documents by the Assignor to the Assignee. The foregoing consents are contingent upon the satisfaction of all other requirements for assignments expressly set forth in the Lease Agreement.

Section 2. Authorization and Execution of Consent to Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of IRB Documents (the "Assignment"), in substantially the form attached hereto as **Exhibit A** (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 3. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the IRB Documents Estoppel (the "Estoppel"), in substantially the form attached hereto as **Exhibit B** (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Estoppel.

Section 4. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this 24th day of October, 2024.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

Assignment Resolution
ELHC XXXIII, LLC Project

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

EXHIBIT B
AGREEMENT AND ESTOPPEL CERTIFICATE

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Public Works

Agenda Item: Consider Professional Services Agreement between Burns & McDonnell Inc. and the City of Edgerton, Kansas For The Engineering Services for Dwyer Farms Sanitary Sewer Improvements – Sites 2 & 3

Background/Description of Item:

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

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

Site#1 is currently under construction by Beemer Construction, which was approved by council on May 23, 2024.

Requests for Qualifications were due August 15, 2024 and interviews with selected teams were conducted on September 5 and 6, 2024. Two responses were provided to the RFQ. The selection committee (City Administrator, City Engineer, Public Works Director, and CIP Project Manager) recommends Burns & McDonnell Engineering Company Inc. as the best, most qualified team for the project. The selection committee recommends the team based on their existing experience providing these services to municipalities both of similar size and larger populations. Burns & McDonnell were the engineers of record for the current Big Bull Creek Wastewater Treatment Plant.

Enclosed is the draft Professional Services Agreement between the City of Edgerton and Burns & McDonnell for the project. The project consists of two phases with the current contract being the first phase. The first phase contract amount is \$175,947. The first phase includes the analysis of the City's needs, building an overall list of items, as well as a cost estimate. Once the City and Burns & McDonnell understands the balance of needed scope and available funds, the second phase can be estimated. The revision to the contract will be brought to council at a future meeting.

The Professional Services Agreement is still under review by both Burns & McDonnell and the City. The document is based on an existing contract between Burns & McDonnell and the City. All revisions are pending approval from City Engineer, City's Insurance Representative, and City Attorney.

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

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

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

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

Budget Allocated: \$5,000,000

Finance Director Approval: 
Karen Kindle, Finance Director

Recommendation: Approve Professional Services Agreement between Burns & McDonnell Inc. and the City of Edgerton, Kansas in the Amount of \$175,947 For The Engineering Services for Dwyer Farms Sanitary Sewer Improvements; Sites 2 & 3 pending changes from City Attorney and authorize the Mayor to execute the Agreement.

Enclosed: Draft Contract with Attachments (Scope, Fee, and Hourly Bill Rates)

Prepared by: Dan Merkh, Public Works Director



PROFESSIONAL SERVICES AGREEMENT – DWYER STREET SITE #2 AND SITE #3 ENGINEER-OWNER AGREEMENT

This AGREEMENT is made as of _____, 2024, by and between The City of Edgerton (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc., a Missouri Corporation specializing in consulting engineering services (hereinafter called ENGINEER).

OWNER requires professional engineering services in connection with the Dwyer Street Site #2 and #3 Improvements (the Project). Therefore, OWNER and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as OWNER'S professional engineering consultant and shall give consultation and advice to OWNER during the performance of ENGINEER'S services. All services shall be performed under the direction of a professional engineer registered in the State of Kansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services shall be undertaken only upon written Authorization of OWNER and agreement of ENGINEER.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 A detailed scope of services is provided in Exhibit 1.

2.1.2 Perform professional design services in connection with specifically authorized Projects as hereinafter stated which shall include normal civil, structural, mechanical, and electrical engineering services and normal architectural design services incidental thereto.

2.1.3 Advise OWNER as to the necessity of OWNER providing or obtaining services or data from others of types described in Paragraph 4.3, make recommendations as to the possible sources of such services, and act as OWNER'S representative in connection with any such services.

2.2 Concept Development

2.2.1 Consult with OWNER to determine OWNER'S requirements for the Project and available data.

2.2.2 Provide special analyses of OWNER'S needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

2.2.3 Provide general economic analyses of OWNER'S requirements applicable to various alternatives.

2.2.4 Prepare a Concept Development Report summarizing studies performed in accomplishing Paragraphs 2.2.2 and 2.2.3, including findings and recommendations for the Project, and furnish a digital review copy of the Report to OWNER.

2.3 Schematic Design Phase

2.3.1 On the basis of OWNER'S concurrence with recommendations of the Concept Development Report, prepare schematic design documents indicating clearly the considerations involved and the alternative solutions available to OWNER; the schematic design shall include schematic layouts, sketches, and preliminary design criteria, and set forth ENGINEER'S recommendations and establish the scope of the Project.

2.3.2 Prepare a preliminary cost opinion for the Project.

2.3.3 Furnish a digital copy of the above schematic documents and cost opinion.

2.3.4 Revise schematic design documents in response to OWNER'S and other parties' comments, as appropriate, and furnish a digital final copy of the revised schematic design documents to the OWNER.

2.4 Preliminary Design Phase

2.4.1 On the basis of the approved schematic design documents, prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.

2.4.2 Prepare a revised preliminary cost opinion for the Project based on the information contained in the preliminary design documents.

2.4.3 Furnish a digital approval copy of the above preliminary design documents and revised cost opinion.

2.5 Final Design Phase

2.5.1 On the basis of the approved preliminary design documents, prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by OWNER, its legal counsel, and other advisors as appropriate, and assist OWNER in the preparation of other related documents.

2.5.2 Provide technical criteria, written descriptions, and design data for OWNER'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

2.5.3 Advise OWNER of adjustments in excess of ten percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.

2.5.4 Furnish a digital approval copy of the final Bid Documents.

2.6 Bidding or Negotiating Phase

2.6.1 Assist OWNER in obtaining and evaluating bids or negotiating proposals and preparing construction contracts.

2.6.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s) [hereinafter called "Contractor(s)"], for those portions of the work as to which such acceptability is required by the Bid Documents.

2.6.3 Make recommendations regarding award of construction contracts.

2.7 Construction Phase

2.7.1 Consult with and advise OWNER and act as OWNER'S consultant as provided in ENGINEER'S standard General Conditions of the Construction Contract (a copy being attached hereto). The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in said General Conditions shall not be modified without ENGINEER'S written consent.

2.7.2 Review Contractor(s)' schedules for Work progress, equipment and materials procurement, submittals, and values for partial pay purposes, and project cash flow requirements.

2.7.3 Review and accept Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.

2.7.4 Make visits to the Site at intervals appropriate to the stages of construction to (consult with and advise ENGINEER'S Resident Project Representative, if any, and) observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work nor shall the ENGINEER be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents.

2.7.5 Issue all instructions of OWNER to Contractor(s); prepare routine Change Orders as required; act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto, and make decisions on claims of OWNER and Contractor(s) relating to the execution and progress of the Work and other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by ENGINEER in good faith.

2.7.6 Review Contractor(s)' applications for payment and supporting data, determine the amounts owing to Contractor(s), and approve in writing all payments to Contractor(s) in accordance with the Contract Documents.

2.7.7 Render periodic Work progress reports to OWNER.

2.7.8 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents, and if each Contractor has fulfilled all of its obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor.

2.8 Post-Construction Phase

2.8.1 Provide qualified engineers during equipment start-up and instruct OWNER'S personnel in equipment function and intended use.

2.8.2 Prepare a reproducible Record Set of drawings revised to show significant changes made during construction of the Project in accordance with records provided by Contractor and ENGINEER'S Resident Project Representative.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by OWNER and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.1.2 Financial Consultation

Consult with OWNER'S fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.3 Property Procurement Assistance

Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional engineering services being performed.

3.1.4 Administrative Assistance

Provide Contract and Project administration to the degree authorized by OWNER.

3.1.5 Obtaining Services of Others

Provide through subcontract the services or data set forth in Paragraph 4.3.

3.1.6 Furnishing renderings or models of the Project for OWNER'S use.

3.1.7 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.8 Extraordinary Construction-Related Services

3.1.8.1 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the construction contract time of any prime construction contract by more than sixty days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by Contractor under any prime construction contract.

3.1.8.2 Consultation or other services after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.

3.1.8.3 Preparing to serve or serving as a witness for OWNER in any litigation or other proceeding involving the Project.

3.1.9 Preparation of an operating manual for use by OWNER.

3.1.10 Extra Services

Services not specifically defined heretofore that may be authorized by OWNER.

3.2 Resident Services During Construction

3.2.1 If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other party, a Resident Project Representative and assistants shall be furnished and shall act as directed by ENGINEER in order to provide more extensive representation at the Project site during the Construction Phase.

3.2.2 The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents. However, the furnishing of such resident project representation shall not make ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for

safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.3 Contingent Additional Services

3.3.1 If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the ENGINEER'S control, the ENGINEER shall notify the OWNER prior to commencing such services. If the OWNER deems that such services described in Section 3.3 are not required, the OWNER shall give prompt written notice to the ENGINEER. If the OWNER indicates in writing that all or part of such Contingent Additional Services are not required, the ENGINEER shall have no obligation to provide those services.

3.3.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.3.2.1 inconsistent with approvals or instructions previously given by the OWNER, including revisions made necessary by adjustments in the OWNER'S program or Project Budget.

3.3.2.2 required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

3.3.2.3 due to changes required as a result of the OWNER'S failure to render a decision in a timely manner.

3.3.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the OWNER'S schedule, or the method of bidding or negotiating and contracting for construction.

3.3.4 Preparing Drawings, Specifications, and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Work Change Directives.

3.3.5 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revision to Drawings, Specifications, and other documentation resulting therefrom.

3.3.6 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.7 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

3.3.8 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.9 Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where the ENGINEER is party thereto.

3.3.10 Preparing documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the Final Design Phase.

SECTION 4 - RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

4.1 Provide full information as to OWNER'S requirements for the Project.

4.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the assignment, including previous reports and any other data relative thereto.

4.3 Furnish ENGINEER services or data, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this AGREEMENT.

4.4 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this AGREEMENT.

4.5 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

4.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.

4.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.

4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.10 Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this AGREEMENT or other services as required.

4.11 If ENGINEER'S standard bidding requirements, Agreement forms, and General Conditions are not to be used, but OWNER'S documents are to be used instead, OWNER shall provide copies of such documents for ENGINEER'S use in coordinating the Contract Drawings and Specifications.

4.12 ENGINEER makes no warranty, express or implied, that its design is free of errors or omissions. OWNER and ENGINEER agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by ENGINEER. Therefore, OWNER agrees to include in the Project budget a reserve in the amount of **Five Percent (5%)** of the estimated total Project cost as a contingency to be used, as needed, to pay for any such increased costs and changes. OWNER agrees to make no claim against ENGINEER or its consultants with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then subject to the limitations in Section 8, ENGINEER shall be responsible for costs incurred by OWNER above that sum but only to the extent caused by ENGINEER's negligent acts, errors or omissions. In no event shall ENGINEER be responsible for direct costs that OWNER would have incurred but for the ENGINEER's act, error or omission.

4.13 Prior to commencement of the services, the ENGINEER may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement. Thereafter, the ENGINEER may request such evidence if: (1) the OWNER fails to make a payment to the ENGINEER as required; (2) a change in the scope materially changes the contract amount; or (3) the ENGINEER identifies in writing a reasonable concern regarding

the OWNER's ability to make payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the ENGINEER's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the ENGINEER.

SECTION 5 - PERIOD OF SERVICE

5.1 This AGREEMENT will become effective upon the first written notice by OWNER authorizing services hereunder.

5.2 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Compensation. OWNER shall pay ENGINEER for services rendered and reimbursable expenses as follows:

- a. For time spent by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" attached as Exhibit 3. Such rates include overhead and profit. The rate schedule is effective to December 31, 2025, and will be increased annually thereafter.
- b. For reproduction, photocopy, telephone, fax, normal computer usage and computer aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.
- c. For expenses incurred by ENGINEER, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to ENGINEER.
- d. For company vehicle usage, and testing apparatus, amounts will be charged according to the ENGINEER's standard rates in effect at the time the Service is provided.
- e. For services rendered by other firms or individuals as subcontractors to ENGINEER, including but not limited to surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, environmental data base search, photos, or other activities required or requested by OWNER, the same will be billed at the cost to ENGINEER. Expenses incurred by such outside ENGINEERS in service to OWNER shall be reimbursable in accordance with 6.1.c. above.
- f. Total payment for the Scope of Services described herein including is not to exceed One Hundred Seventy-Five Thousand Nine Hundred Seventy-Four Dollars (\$175,974), which amount shall not be exceeded without prior written consent of the OWNER as detailed in Exhibit 2.

6.2 Statements

Monthly statements, in ENGINEER'S standard format, will be submitted by the ENGINEER to the OWNER. Statements will be submitted covering services and expenses incurred during the preceding month.

6.3 Payments

Statements are payable upon receipt. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date. Time is of the essence in payments of statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the ENGINEER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of ENGINEER'S statement is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the ENGINEER in writing of the basis for any disputed portion of any statement.

6.4 Taxes

Taxes, other than United States federal and state income taxes, and Kansas City, Missouri earnings tax, as may be imposed by the United States, state, and local authorities, shall be in addition to the payment stated under "Amount of Payment".

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000 Per Claim and Annual Aggregate

If requested, ENGINEER will provide to OWNER certificates as evidence of the specified insurance.

7.1.2. Construction Contractors shall be required to provide (or OWNER may provide) Owners' Protective Liability Insurance naming the OWNER as a Named Insured and the ENGINEER as an additional insured, or, to endorse OWNER and ENGINEER using ISO Form GC 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction Contractors' liability insurance policies covering claims for personal injuries and property damage in at least the amount required of ENGINEER in Section 7.1.1, above. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and ENGINEER.

7.1.3. OWNER and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER'S services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by OWNER, and all construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from OWNER, the professional engineering services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project.

7.2.2 The obligations and representations contained in Paragraph 7.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to Project completion. OWNER'S failure to properly operate and maintain the Project shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.

7.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

7.2.4 Subject to Paragraph 7.14.1 and Section 8, the obligations and remedies stated in this Section 7.2, Professional Responsibility, are the sole and exclusive obligations of ENGINEER and remedies of OWNER, regardless of the cause of action pled including, without limitation, all types of negligence.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

7.4 Changes

OWNER shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the President or any Vice President of the ENGINEER.

7.5 Suspension of Services

Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if OWNER fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefor, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

7.6 Termination

7.6.1. Services may be terminated by the OWNER or ENGINEER by seven days' written notice in the event of substantial failure to perform in accordance with the Terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by ENGINEER in terminating the services.

7.6.2. In the event of premature termination of the Project by the OWNER and through no fault of the ENGINEER, the ENGINEER shall be entitled to: (1) recover all reasonable costs and expenses incurred to date of termination plus all costs incurred to assemble and close Project files and documents; (2) unavoidable down time in the reassignment of Project staff; (3) termination penalties/expenses related to third parties retained by ENGINEER in regard to its obligations under this contract; and (4) a termination amount of 15 percent of the remaining portion of the total compensation (or estimated compensation) agreed to herein or by separate authorization to cover lost profits, damages, and lost opportunity costs which cannot otherwise be accurately calculated.

7.7 Delays

In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff (including, but not limited to, unavoidable down time and any termination expenses incurred where reassignment is not reasonably possible) and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services.

7.8 Legal Fees and Expenses

In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorneys' fees, and other related expenses.

7.9 Rights and Benefits

ENGINEER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

7.10 Dispute Resolution

7.10.1 Scope of Section: The procedures of this Section 7.10 and its subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to, the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

7.10.2 Exhaustion of Remedies Required: No arbitration may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Section 7.10. If timely Notice is given under Paragraph 7.10.3, but an arbitration is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.10.3, 7.10.4, and 7.10.5 have been complied with.

7.10.3 Notice of Dispute

7.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER written Notice at the address listed in Paragraph 7.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

7.10.4 Negotiation: Within seven (7) days of receipt of the Notice, the Project Managers for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President of the ENGINEER and the following executive officer of OWNER, _____. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

7.10.5 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint

one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Kansas City, Missouri unless the parties mutually agree on another location.

7.10.6 Arbitration:

7.10.6.1 If the parties are unable to resolve their dispute after at least one session of mediation, then any claim, dispute or other matter in question arising out of or related to this AGREEMENT (including disputes involving an officer, director or employee of either party), whether in contract or in tort, shall be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.

7.10.6.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.10.6.3 No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this AGREEMENT (other than disputes involving an officer, director or employee of either party, or subcontractor to ENGINEER), except by written consent containing a specific reference to this AGREEMENT and signed by the OWNER, ENGINEER, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein.

7.10.6.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this AGREEMENT shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.10.6.5 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation or arbitration shall be filed in state or federal courts in the State of Missouri and each party expressly consents to jurisdiction therein.

7.10.7 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Except for those claims waived under Paragraph 7.1.3, final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT. The waivers contained in Paragraph 7.1.3 shall continue to apply after final payment is made.

7.10.8 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 7.10.3.2 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

7.11 The OWNER represents that it has sufficient funds or the means of obtaining funds to remit payment to the ENGINEER for services rendered by the ENGINEER.

7.12 Publications

Recognizing the importance of professional development on the part of ENGINEER'S employees and the importance of ENGINEER'S public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall

review such drafts promptly and provide OWNER'S comments to ENGINEER. OWNER may require deletion of proprietary data or confidential information from such publications, but otherwise OWNER will not unreasonably withhold approval. The cost of ENGINEER'S activities pertaining to any such publication shall be for ENGINEER'S account.

7.13 Indemnification for Pollution Related Claims

For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, OWNER agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work.

7.14 Indemnification

7.14.1 Except for those projects identified in Section 7.13, and subject to the provisions of Sections 4 and 8 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.

7.14.2 OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

7.14.3 OWNER agrees that it will require all construction Contractors to indemnify, defend, and hold harmless OWNER and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, subcontractors, and suppliers.

7.14.4 If this Project involves construction, and ENGINEER does not provide engineering services during construction including, but not limited to, on-site observation, site visits, submittals review, and design clarifications, OWNER agrees to indemnify and hold harmless ENGINEER from or against any liability arising from the Project or this AGREEMENT.

7.15 Computer Models

ENGINEER may use or modify ENGINEER'S proprietary computer models in service of OWNER under this AGREEMENT, or ENGINEER may develop computer models during ENGINEER'S service to OWNER under this AGREEMENT. Such use, modification, or development by ENGINEER does not constitute a license to OWNER to use or modify ENGINEER'S computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. OWNER and ENGINEER will enter into a separate license agreement if OWNER wishes to use ENGINEER'S computer models.

7.16 Reuse of Documents

All documents including Contract Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and ENGINEER shall have the ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or

adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.17 Electronic Media

Any electronic media (computer disks, tapes, and similar items) furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

7.18 Notices

Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:

Holly Robertson
404 E Nelson
Edgerton, Kansas 66021
913-893-6231
hrobertson@edgertonks.org

ENGINEER'S address:

Miranda Hamick
9400 Ward Pkwy
Kansas City, Missouri, 64114
816-894-8465
mdhamrick@burnsmcd.com

7.19 Successor and Assigns

OWNER and ENGINEER each binds its self and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7.20 Controlling Law

This AGREEMENT shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

7.21 Entire Agreement

This AGREEMENT represents the entire AGREEMENT between the ENGINEER and OWNER relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to ENGINEER'S services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event OWNER issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this AGREEMENT. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for the OWNER'S internal management of its operations.

SECTION 8 – LIMITATION OF LIABILITY

8.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by ENGINEER under this Agreement. or the sum of Three Hundred Thousand Dollars (\$300,000), whichever is greater. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

8.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

IN WITNESS WHEREOF, the City of Edgerton, Kansas by and through its _____, and Burns & McDonnell Engineering Company, Inc., by its authorized officer have made and executed this AGREEMENT as of the day and year first above written.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION
PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

OWNER: City of Edgerton

**ENGINEER: Burns & McDonnell Engineering
Company, Inc.**

By: _____

By: _____

Name: _____

Name: Patrick Clifford

Title: _____

Title: Regional Global Practice Manager



**Exhibit 1 - Scope of Services
City of Edgerton, Kansas**

2024 Dwyer Site #2 and Site #3

Scope of Services:

This scope of services describes the work elements to be performed by Burns & McDonnell Engineering Company, Inc. (hereinafter referred to as ENGINEER) in development of preliminary and final design documents related to the Dwyer Street Site #2 and Site #3 Improvements for the City of Edgerton, Kansas (hereinafter referred to as CITY). This scope includes details of tasks that are anticipated for the work. The details of each task are to a level that is reasonably foreseeable as of October 2024.

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

Background Information.

1. The OWNER is undertaking the project to provide longevity at the WWTP and provide additional capacity for future development at the City Pump Station.
2. Previous reports, the Wastewater Master Plan, SRF Project Summaries, operations data, lab data, SCADA data, and as-built drawings shall be made available to the ENGINEER.
3. The OWNER intends to develop a 100% design for the planned improvements at Site #2 and Site #3.
4. The project is funded through the Environmental Protection Agency's (EPA) Community Grant Program and the Kansas Department of Health and Environment's (KDHE) State Revolving Fund (SRF) loan program.

Task 1: Project Management and Controls – Project Management and controls will be provided for the duration of the project for oversight of these services. It is assumed the project duration will be for a total of 6 months from the notice to proceed.

1. Project Management. Monitor progress and schedule on the project and facilitate organization of all design components. Provide reports on progress, percentage of completed work, budget status, and adherence to schedule to the OWNER on a monthly basis.
2. Develop and Maintain Project Schedule. Develop a project schedule and maintain the project schedule for use in tracking progress. A status update of project schedule will be included in monthly reporting.

3. **Progress Meetings.** Conduct monthly progress meetings with OWNER staff to provide updates on project progress, budget and schedule statuses, current issues, and public involvement activities. Anticipated future activities and OWNER needs will be discussed. Engineer will prepare and submit agenda to OWNER and prepare/distribute meeting minutes. For budgeting, this scope includes up to six (6) meetings during design and bid phase work.
4. **Prepare and Administrate Subconsultant Agreements.** Prepare scope, budget, schedule, and contract subagreements for subconsultants to assist Engineer during execution of the project. Conduct coordination meetings as required to prepare subagreements. Provide administration of subagreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance.
5. **Quality Control.** Engineer's quality control program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance to regulatory agency requirements, completeness and correctness of evaluations, and adherence to contract requirements. Engineer's project manager and quality control manager will review that all necessary revisions are completed and incorporated into final bid documents.
6. **Invoice Administration.** Conduct project invoicing on a monthly basis. Provide monthly invoice services and progress reports throughout the duration of the project.
7. **Project Kickoff Meeting.** After Notice to Proceed is given by OWNER, ENGINEER shall organize and conduct a Project Kickoff Meeting with the OWNER to review and establish project goals, lines of communication, project procedures, and other logistics of project execution, including anticipated project schedule and general content of subsequent monthly progress meetings. Prepare and submit an agenda to OWNER before the meeting and distribute meeting minutes after conclusion of the meeting.
8. **Organization and Communication.** The Project is located within the City limits with potential disruptions to property owners. It is assumed that all work will be contained on existing Right-of-Way or City-owned property and temporary and permanent easements will not be needed. In the event that an easement is required, it will be acquired by OWNER and access for construction will need to be communicated with the public. There are known utilities within the project area with potential for coordination for construction activities.
 - 8.1. **Utilities.** Engineer will contact utilities including Evergy and Kansas Gas Service (KGS) to gather information on the location of the facilities and design and permit requirements prior to commencing design activities. Engineer will provide preliminary design drawings to utilities to determine if any conflicts are present. A record of utilities contacted, and information provided will be maintained. Conflicts with utilities will be identified and proposed relocations, protection measures, and other impacts will be determined and

presented to the utilities for consideration. All utility owners' requirements will be included in the construction design documents.

- 8.2. Industrial Property Owners. Coordination with Mid-States Materials will be performed, and preliminary design will be presented showing proposed construction methods along with estimated durations of construction and any interruptions to facilities. Modifications to the preliminary designs will be made as required to address concerns or restrictions.
- 8.3. Railroad. Engineer will contact railroad to determine ownership of railroad right of way and design and permit requirements for working near the rail right of way. Preliminary designs will be presented showing proposed alignment, design, and construction methods. Modifications to preliminary design will be made as required to address any concerns or restrictions.
- 8.4. City Council Meetings. Participate and conduct one (1) City council meeting during the project at completion of the final design drawings. Prepare presentation materials including hardboards, powerpoints, maps, and handouts to present at the meeting.

Task 2: Field Services

1. Topographic Survey – Conduct a topographic survey in sufficient detail to capture existing topography along the 240 linear foot pipe alignment and the area around the existing City pump station and decommissioned lagoon. Existing conditions within a hundred-foot corridor will be surveyed to determine critical features within the Project alignment. Horizontal and vertical size control will be established. The topographic survey will include the location of existing utilities, structures, and other visible features within the survey boundaries. A property model of all properties directly affected by the pipe alignment will be prepared, along with a base map of existing parcels and right-of-way within the corridor. It is assumed that no topographic survey will be required at the Big Bull Creek WWTP, no easements will be required for this Project, and easement acquisitions services are not included in this scope of services.
2. Geotechnical Services – Geotechnical exploratory work will be carried out along the pipe alignment route, and at the City Pump Station property and the Big Bull Creek Wastewater Treatment Facility. Geotechnical engineering services will include field explorations, laboratory and field testing, and professional interpretations of the exploratory and test data. Geotechnical services will include:
 - 2.1. Literature Review. Perform a literature review to research available geological publications and data in the vicinity of the site, to include geotechnical data, water resources, geologic hazards, and mining records, and other pertinent information.
 - 2.2. Geotechnical Exploration. Perform an exploration program and provide an experienced geotechnical engineer or geologist full-time to log borings.

2.2.1. Drill two (2) borings, to a termination depth of 10 feet, or impenetrable bedrock. Each boring shall be advanced to a minimum penetration in the soil as defined above or to auger refusal in the bedrock. If bedrock is encountered at locations prior to the intended boring completion depth, then perform rock coring into competent bedrock with NX-size, double-tube rock coring techniques to a minimum of 2 feet below invert depth. Borings will be staked, and ground elevation and boring coordinates surveyed. OWNER will be responsible for obtaining access to the sites, Engineer will coordinate location and access needs.

2.3. Laboratory Testing. Perform laboratory tests on soil and rock core samples obtained from the borings to evaluate pertinent engineering properties of materials encountered. Tests shall be assigned and performed to classify soils and obtain geotechnical physical characteristics for soils and rock such as strength, compressibility and compaction characteristics. Laboratory testing will include the following; moisture content, dry unit weight, sieve analysis, percent finer than No. 200 Sieve, Atterberg limits, unconfined compression soil and rock, one-point triaxial compression, and compaction characteristics.

2.4. Geotechnical Report. Prepare a report containing a description of the drilling and sampling program, a description of the geology and subsurface conditions Encountered, groundwater conditions, final boring logs with a boring location plan, and results of the laboratory testing program. The report shall also contain geotechnical recommendations for the design and construction of foundations and earthwork. The following is a list of major items, shall appear in the report: subsurface conditions, geologic hazards, previous construction activity, earthwork recommendations for fill and backfill materials and overexcavation if required, foundation design, lateral earth pressures, slope stability and excavations, excavation requirements, trenchless excavations, and dewatering.

ASSUMPTIONS:

1. The work at the wastewater treatment plant will not require additional topographic survey.
2. OWNER will dewater the decommissioned lagoon prior to commencement of geotechnical investigations and topographic survey.

Task 3: Concept Design

1. The following is a summary level description of the planned conceptual design based on the *City of Edgerton Wastewater Master Plan* (Burns & McDonnell, 2023) at the WWTP and City Pump Station:
 - 1.1. Screening: Additional railing or platform for safer screen access.
 - 1.2. Grit Removal: Replacement of grit pump.
 - 1.3. Schreiber Secondary Treatment: Replacement of inner diffuser standpipes
 - 1.4. Blowers: Consideration of alternative technologies for future replacement, including alternatives analysis of up to three blower technologies.

- 1.5. Chemical Feed Systems: Replacement of coagulant and polymer metering pumps
- 1.6. UV: Improvements to compressed air and cleaning system
- 1.7. Electrical:
 - 1.7.1. Investigation and possible replacement of main Uninterruptible Power Supply (UPS) in Administration Building and Solids Processing and Electrical Building (SPEB)
 - 1.7.2. Investigation and possible replacement of surge protectors throughout WWTP site
 - 1.7.3. Investigation and recommendation for non-functional Automatic Transfer Switch (ATS)
- 1.8. Instrumentation and Controls (I&C):
 - 1.8.1. Supervisory Control and Data Acquisition (SCADA) host and workstation hardware upgrades, SCADA software license upgrades, review and recommendation of point list modifications
 - 1.8.2. Investigation and recommendation for improved remote radio system reliability. Investigation will include a physical path study at an estimated four (4) locations.
- 1.9. Heating Ventilation and Cooling (HVAC): Review HVAC in all WWTP buildings and determine if replacement or improvement is recommended. ENGINEER will make one trip to the Big Bull Creek WWTP for a condition assessment of the mechanical equipment.
- 1.10. City Pump Station: Considerations for additional capacity, including an alternatives analysis evaluating impeller changes and/or one additional pump added to the station. Pump station screening will also be evaluated for replacement or improvement. Considerations will include electrical and I&C available at the Pump Station.
- 1.11. ENGINEER will develop a concept design to replace the existing pipe segment (approximately 245 linear feet) between manhole BD2A-1 to manhole 004 with a 30-inch diameter sewer.
- 1.12. ENGINEER will develop a concept design to repurpose the decommissioned City lagoon as a flow equalization basin, including all piping and connections from the pump station to the equalization basin. The pipe diameter and lagoon size will be confirmed during the conceptual phase and documented in the basis of design memorandum.
 - 1.12.1. It is assumed the City owns all property from the pump station to the decommissioned lagoon and no additional easements are required for this task.
 - 1.12.2. ENGINEER will perform seepage tests on the existing lagoon liner to determine the feasibility of reusing the liner or the requirement to design and install a new liner coordinating with the requirements of KDHE.
2. ENGINEER will conduct one (1) on-site SCADA and Instrumentation and Controls workshop at the project site to discuss potential improvements to the existing system and availability of options. The workshop will be attended by the Project Manager, I&C Engineer, and one additional team member.
3. Engineering for the WWTP and City Pump Station will include a basis of design memorandum that develops major design criteria for each improved unit process, a codes and

standards review as required for building improvements if any, and documentation of the design criteria for the City Pump Station and flow equalization basin as determined in Task 1.

The following engineering discipline deliverables will be included as part of the conceptual design:

- 3.1. Civil Site: site layout indicating areas for improvements, equalization basin liner requirements, and piping materials and diameters.
- 3.2. Structural: Identify structural design requirements for the facility and recommended materials of construction.
- 3.3. Mechanical: Evaluation of HVAC as documented in the Basis of Design.
- 3.4. Process: Develop capacity and process design criteria for recommended improvements.
- 3.5. Electrical, Instrumentation and Control: General site layout, preliminary load calculations, equipment sizing, and one-line diagrams, conceptual SCADA tie-in and results of the SCADA and I&C workshop.
4. An opinion of probable construction cost (OPCC) will be provided in accordance with the Association for Advancement of Cost Engineering (AACE) Recommended Practices for a Class 5 estimate. The Class 5 cost estimate will be developed and reviewed with the CITY at the end of Conceptual Design.
5. ENGINEER will lead up to two in-person meetings with the CITY to review conceptual design documents and review CITY-provided comments.

ASSUMPTIONS

1. Seepage tests will be performed following dewatering the lagoon and commencement of any field activities outlined in Task 2.

DELIVERABLES:

1. PDF files of conceptual design drawings, basis of design memorandum, and OPCC.
2. Printed and electronic sets of conceptual design documents as required for submittal to KDHE. Fees are to be paid by the CITY.

Future scope to be completed with a written agreement between OWNER and ENGINEER for future services and associated fee.

Task 4: Preliminary Design Phase

1. Prepare Preliminary Design Drawings. ENGINEER will prepare and submit preliminary level drawings for OWNER review. Standard documents will include a title sheet, general layout sheet, drawing and symbols lists, general layout of City Pump Station site #3 including the pump station and flow equalization basin, and general layout of the Big Bull Creek WWTP Site #2.
 - 1.1.Civil: Draft sewer plan and profile sheets, yard piping and site plan with grading.
 - 1.2.Structural: Draft plan and section drawings for the railing at the screening process.
 - 1.3.Mechanical:

- 1.4.Process: Draft drawings for all unit processes, major equipment lists and preliminary drawings.
 - 1.5.Electrical/Instrumentation: Draft instrumentation details, update instrumentation device schedule, finalized process and instrumentation diagrams.
 - 1.6.Detailed information with respect to civil, structural, process, mechanical, and electrical work. The format used for the drawings will be the ENGINEER's standard format and drafting standards. A preliminary design review milestone meeting will be held to discuss OWNER comments, and comments will be addressed as part of the following phases.
 - 1.7.The scope and fee assumes the following tasks are completed by the OWNER as a replace in kind activity with no design required from ENGINEER: Task 1.2, Task 1.3, Task 1.5, Task 1.6.
2. Prepare Draft Specifications. Prepare preliminary contract specifications for OWNER review utilizing ENGINEER's standard "front-end" contract documents, and ENGINEER will develop Division 1 specifications including Supplemental Conditions, technical specifications, stormwater pollution prevention plan, and state revolving funds (SRF) specifications. Equipment that is being replaced in kind will not receive a detailed specification. At the Preliminary Design Review milestone meeting OWNER comments will be reviewed, and comments will be addressed as part of the following phases.
 3. Preliminary Opinion of Probable Cost. ENGINEER will prepare a preliminary opinion of probable construction cost for the preliminary design documents and submit to the OWNER for review and comment. Since Engineer has no control over the cost of labor, material, or equipment furnished by others not under contract to Engineer, Engineer's opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as an Engineer. Engineer does not guarantee that proposals, bids, or actual project costs will not vary from Engineer's opinions of probable cost. The OPCC will be provided in accordance with the AACE Recommended Practices for a Class 3 estimate.

DELIVERABLES:

1. Provide one electronic copy (PDF) of preliminary drawings to OWNER for review.
2. Provide one electronic copy (PDF) of major equipment draft technical specifications.
3. Provide one electronic copy (PDF) of opinion of probable construction cost.

Task 5: Final Design Phase

1. Final Construction Contract Documents. Design drawings shall be developed to the final design level and will address preliminary design review comments. Drawings will include sufficient detail for review of bidding. Drawings will meet the requirements of the Kansas Department of Health and Environment. Deliverables shall include:

- 1.1. Final Plan and profile, utility relocation, access plan, discipline-specific contract drawings, details, schedules, and schematics for the proposed construction work and for the materials and equipment required.
- 1.2. Erosion and sediment control plan in accordance with the developed SWPPP
- 1.3. Final front-end documents utilizing ENGINEER's standard templates and incorporate SRF requirements.
- 1.4. Technical specifications for the materials and equipment required based on Engineer's standards except where OWNER guidelines and standards are available.
- 1.5. An opinion of probable construction cost (OPCC) will be provided in accordance with the AACE Recommended Practices for a Class 2 estimate. The Class 2 cost estimate will represent the final opinion of probable construction cost deliverable and will be reviewed with the CITY .
- 1.6. Update project schedule
- 1.7. Attend Final Design Review Meeting with OWNER to receive and discuss OWNER's review comments.
2. Regulatory Agency Submittals. ENGINEER shall assist the OWNER in obtaining approval from the governmental authorities having jurisdiction over the design criteria of the project, consisting of any required correspondence and the attendance of meetings, if required, with the appropriate governmental agencies including submittal and responses in conjunction with SRF approval.
 - 2.1. Kansas Department of Health and Environment (KDHE) Review and SRF Support.
 - 2.1.1. Prior to start of Detailed Design attend a meeting with KDHE to discuss the basis of design memorandum and any comments.
 - 2.1.2. Prepare sealed final Construction Contract Documents for review by KDHE. Complete review applications as required by KDHE and submit for review on the OWNER's behalf. OWNER is responsible for the fees associated with the review and permit.
 - 2.1.3. Respond to questions on the final Construction Contract Documents and attend meetings as required for approval. Incorporate comments as required in the Final Construction Bid Documents.

DELIVERABLES:

1. Provide two (2) half-size hard copy sets and one electronic copy (PDF) of drawings to OWNER for review.
2. Two (2) printed sets and one electronic copy (PDF) of specifications and contract documents.
3. Two (2) printed and one electronic copy (PDF) of opinion of probable construction cost.

Task 6: Bid Phase Services

1. Invitation to Bid. Assist and advise in developing the Invitation to Bid. Prepare the bid advertisement which will specifically outline the work requirements, Contractor requirements, bond requirements, and important bid dates and times. OWNER will advertise bid on site they designate, and Engineer will assist to provide required documentation.
2. Pre-Bid Conference. Assist OWNER in scheduling and conducting a Pre-Bid conference, at a date and time selected and a place provided by the OWNER, a pre-bid conference to:
 - 1.1. Confirm the types of information required by the contract documents and the format in which bids should be presented.
 - 1.2. Review project requirements and contract documents in general.
 - 1.3. Receive requests for interpretations that will be issued to plan holders.
 - 1.4. Prepare minutes of conference and submit to OWNER for distribution to plan holders.
3. Interpret Bid Documents. Prepare and issue addenda to the construction contract documents when required and in accordance with OWNER's procedures. As required by OWNER, advise OWNER of any inquiries prior to the bid opening from contractors, subcontractors, suppliers and public officials.
4. Bid Opening Assistance. Attend and assist OWNER during bid opening as requested by OWNER. Submit "Engineer's Opinion of Probable Construction Cost" to OWNER prior to bid opening. Assist OWNER in answering questions, making a preliminary tabulation of bids, and reviewing bids for completeness and accuracy as requested by OWNER.
5. Recommendation Award. Make written recommendation to OWNER concerning the contract award.
6. Conforming Contract Documents. Assist OWNER with preparing and distributing conforming copies of the construction contract documents. The services will include: reviewing the successful Bidder's insurance certifications and bonds and forward to OWNER for approval, furnishing the successful Bidder's unsigned construction contract documents, and transmitting the construction contract documents to OWNER for signature and distribution. Engineer's review of bonds and insurance certificates is only for the purpose of determining if the successful Bidder has provided the insurance certificates and bonds required by the contract documents and

is not a legal review to determine if the successful Bidder’s bonds and insurance certificates comply with all applicable requirements.

Task 7: Construction Phase Services

- a. Construction Phase Services are not included in this scope of work.

Task 8: Additional Project Support

1. **Funding Assistance.** ENGINEER will assist OWNER with project funding documentation as requested by the OWNER. OWNER or OWNER’s representative will coordinate all documents and required application submittals for funding. If public hearings are required, ENGINEER will attend up to two (2) public hearings to address project specific technical questions. OWNER or OWNER’s representative will coordinate and conduct the public hearings. The level of effort assigned to this task is 20 labor hours.
2. **Public Outreach and Communications.** Assist OWNER with responding to inquiries from business owners, property owners, and other stakeholders throughout the duration of the Project. ENGINEER will support OWNER in agreed upon public outreach methods through either one (1) public meeting, social media posts, or website posts. The level of effort assigned to this task is 20 labor hours.

Deliverables:

1. Draft and Final basis of design memorandum documenting the agreed upon concept design.
2. Preliminary design drawings, draft specifications, and OPCC
3. Final contract documents including design drawings, specifications, and OPCC to issue for bid.

Schedule:

1. ENGINEER will complete the project task series items within the schedule provided below:

Task Series	Days Following OWNER Notice to Proceed Date
1	150 days
2	120 days
3	150 days
4	N/A
5	N/A
6	N/A
7	N/A
8	N/A

Responsibilities of the OWNER:

1. The OWNER commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from ENGINEER. OWNER will endeavor to provide consolidated written review comments to ENGINEER within a fourteen (14)

calendar day period. A review meeting will be scheduled and conducted by ENGINEER no more than fourteen (14) calendar days after receipt of written consolidated OWNER comments unless a mutually agreed upon date outside this schedule window is selected.

2. OWNER agrees to provide construction record drawings for the previous work performed at the Big Bull Creek WWTP and the City Pump Station including, but not limited to, original construction record drawings, lagoon decommissioning drawings, pump station modification drawings, manufacturer information for equipment, geotechnical investigations etc.
3. Responsible for all application and permit fees associated with the project.

Assumptions:

1. It is assumed the City owns all property required for the work defined in this scope and no additional easements are required.
2. It is assumed the existing lagoon liner will meet KDHE standards and will not require draining the lagoon, excavating the existing liner and constructing a new liner for the flow equalization basin.
3. It is assumed there are no architectural services needed for the project.
4. It is assumed the City will dewater the existing decommissioned lagoon prior to commencement of the geotechnical investigations.
5. It is assumed the information collected from previous project work, including the Pump Station and Force Main Project, designed by Burns & McDonnell in 2016, is adequate for the project needs.
6. KDHE review period is assumed to be 30 calendar days for the Basis of Design Memorandum and 45 calendar days for the final contract documents.
7. No environmental permitting review is required due to all work being performed on previously developed sites.

EXHIBIT 2 - Fee Estimate

Dwyer Street Site #2 and Site #3

Edgerton, KS

Task	Project Tasks	Civil Detailing	QC Team	Project Director	Project Manager	Lead Systems Engineer	Assistant Systems Engineer	Lead Process Engineer	Assistant Process Engineer	Lead Electrical Engineer	Staff Electrical Engineer	Staff Mechanical Engineer	Assistant Mechanical Engineer	Chief Estimator	Sr. Estimator	Geotech Engineer	Total Hours	Labor Fee	Expense Fee	Total Fee	Tech Fee (\$9.95)
		7	13	16	13	12	9	11	9	13	11	11	8	15	13	13					
1	Project Management and Controls																				
1.00	Project Management				8												8	\$ 2,376	\$ 80	\$ 2,456	\$ 80
2.00	Develop and Maintain Project Schedule				8												8	\$ 2,376	\$ 80	\$ 2,456	\$ 80
3.00	Progress Meetings			4	9	6		6		6							31	\$ 8,803	\$ 638	\$ 9,441	\$ 308
4.00	Subconsultant Agreements				16											8	24	\$ 7,128	\$ 239	\$ 7,367	\$ 239
5.00	Quality Control		4														4	\$ 1,188	\$ 40	\$ 1,228	\$ 40
6.00	Invoice Administration				6												6	\$ 1,782	\$ 60	\$ 1,842	\$ 60
7.00	Project Kickoff Meeting			2	4	3		3		3							15	\$ 4,253	\$ 259	\$ 4,512	\$ 149
8.00	Coordination and Communication				2	2											4	\$ 1,144	\$ 40	\$ 1,184	\$ 40
8.10	Utilities					2											2	\$ 550	\$ 20	\$ 570	\$ 20
8.20	Industrial Property Owners					2											2	\$ 550	\$ 20	\$ 570	\$ 20
8.30	Railroad					2											2	\$ 550	\$ 20	\$ 570	\$ 20
8.40	City Council Meetings				4	4											8	\$ 2,288	\$ 80	\$ 2,368	\$ 80
Sub-total Hours		0	4	6	57	21	0	9	0	9	0	0	0	0	0	8	114	\$ 32,988	\$ 1,574	\$ 34,562	\$ 1,134
2	Field Services																				
1.00	Topographic Survey	8			2		4										16	\$ 2,928	\$ 25,459	\$ 28,387	\$ 159
2.00	Geotechnical Services				2											4	6	\$ 1,782	\$ 22,060	\$ 23,842	\$ 60
2.10	Literature Review															1	1	\$ 276	\$ 10	\$ 286	\$ 10
2.20	Geotechnical Exploration																-	-	-	-	-
2.30	Laboratory Testing																-	-	-	-	-
2.40	Geotechnical Report					1										2	3	\$ 869	\$ 30	\$ 899	\$ 30
Sub-total Hours		8	0	0	4	1	4	0	0	0	0	0	0	0	0	7	26	\$ 5,855	\$ 47,559	\$ 53,414	\$ 259
3	Concept Design																				
1.00	Site #3 and Site #2 Concept Design					8	24	12	24	10	60		6				144	\$ 33,016	\$ 1,433	\$ 34,449	\$ 1,433
2.00	SCADA/I&C Workshop									4	8						12	\$ 3,132	\$ 2,979	\$ 6,111	\$ 119
3.00	Basis of Design Memorandum	8			8	8	40	8	40			8	16				136	\$ 29,080	\$ 1,353	\$ 30,433	\$ 1,353
4.00	Concept OPCC					2	2	2	4	2				4	30		46	\$ 12,942	\$ 458	\$ 13,400	\$ 458
5.00	Concept Design Meetings				4			4		4							12	\$ 3,348	\$ 229	\$ 3,577	\$ 119
Sub-total Hours		0	8	0	12	18	66	26	68	20	68	8	22	4	30	0	350	\$ 81,518	\$ 6,453	\$ 87,971	\$ 3,483
Total w/Optional Services		0	12	6	69	39	66	35	68	29	68	8		4	30	8	464	\$ 120,361	\$ 55,586	\$ 175,947	\$ 4,876

Fee Summary	
Burns & McDonnell Fee	\$ 120,361
Expense Fee	\$ 55,586
Total Proposed Project Fee	\$ 175,947
Optional Services	\$ -
Total	\$ 175,947

Exhibit 3

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$78.00
Technician *	6	\$99.00
Assistant *	7	\$120.00
	8	\$165.00
	9	\$195.00
Staff *	10	\$222.00
	11	\$243.00
Senior	12	\$275.00
	13	\$297.00
Associate	14	\$306.00
	15	\$308.00
	16	\$310.00
	17	\$313.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Administration

Agenda Item: Consider Awarding IT Managed Service Provider Contract to Imagine IT

Background/Description of Item:

The City of Edgerton released a Request for Proposals (RFP) for Managed Information Technology Services in August. The City's contract with our current managed service provider (MSP), Strategy Marketing and Tech Agency, expires on December 31, 2024. Staff sent the RFP to seven firms and published it on our website. The City received 13 proposals total; however, one was not considered because it was submitted after the deadline.

A spreadsheet reviewing the proposals is included in the Council packet. The selection committee reviewed the proposals for completeness of their solution, expertise and relevant experience, ability to meet the City's needs, and overall cost. Proposals ranged from \$2,745 to \$9,542 per month.

After reviewing the proposals, four firms were selected to move forward as finalists: Imagine IT, MDL, ITSolutions, and Cortavo. A selection committee met either in person or virtually with the four finalists. Each firm offered an excellent solution with impressive cybersecurity features.

Staff recommends Imagine IT as the preferred MSP due to their comprehensive service options and lowest overall cost proposal. Based on projected number of users and devices, Imagine IT proposed a monthly cost of \$2,742.60 or \$32,911.20 annually, plus an initial set-up fee of \$4,350. The 2025 IT Budget is adequate to cover the cost of this contract.

The partner agreement is pending City Attorney review.

Related Ordinance(s) or Statue(s):

Funding Source: General Fund, Water Fund, Sewer Fund

Budget Allocated: \$110,491

x *Karen E. Kindle*

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve a Contract with Imagine IT for Managed Information Technology Services for 2025.

Enclosed:

- Finalist Proposal Comparison spreadsheet
- Imagine IT Partner Agreement

Prepared by: Kara Banks, Assistant to the City Administrator

Services Included	Cortavo	Imagine, IT	ITSolutions	MDL	Strategy
HelpDesk/After Hours	Yes	Yes, 6a-6p	Yes	Yes	Yes, 8a-6p (limited # of hours/mo)
Server/Network Admin/Main	Yes	Yes	Yes	Yes	Yes
Software Licensing Management	Yes	Yes	Yes	Yes	Yes
Cybersecurity	Yes	Yes	Yes	Yes	Yes
MFA	Yes	Yes	Yes	Yes	Yes
PCI Compliance	Yes	Yes	Yes	Yes, works with City to complete	Yes, additional cost
Vendor Support	Yes	Yes	Yes	Yes	Yes
Business Continuity/Disaster Recovery	Yes	Yes	Yes	Yes	Yes
Phone System Support	Yes	Works with vendor	Yes	Yes	Yes
Printer Support	Yes	Works with vendor	Works with vendor	Works with vendor	Works with vendor
Budget Creation	Yes	Yes	Yes	Yes	Yes
IT Best Practices	Yes	Yes	Yes	Yes	Yes
Employee Training/Testing	Yes	Yes	Yes	Yes	Yes
# of Support Techs	30	26	15 in KC, 90 nationwide	8	3
Support Cost	\$4,290	\$1,638	\$3,900	\$2,700	\$3,600
Security Cost	inc	\$702	inc	inc	\$4,440
Datto	MSRP	\$199	inc	\$350	inc
Backups	inc	\$124	\$549	inc	inc
MS Security Subscriptions	inc	\$81.60	inc	inc	inc
Set-up Fees	none	\$4,350	\$5,199	\$3,000	\$0
Annual Rate increases		5%			
Staff Increases	\$165/user	greater than 5 new users would increase \$90/user	\$150/user	\$100/user	
2025 Total Cost per month (does not include Gr	\$4,290	\$3,107.10	\$4,882.25	\$3,300.00	\$8,040
Notes	Includes warehouse space for IT equipment, automatic email signatures, Microsoft licenses are included in cost	Any "new" offering is additional cost	Large purchasing power with discounts for equipment, robust cybersecurity offerings because of size of company, most of our "projects" are included in the service and would not require additional charges	Annual business technology review, over 150 customers in KC area	Current provider
Concerns	No local office; however consultant advised that any on-site assistance would be available and no travel costs would be incurred				Help Desk is not unlimited

Onboarding & Partner Agreements (Preliminary Proposal)

City of Edgerton

Prepared by: Peter Durand

Imagine IT

October 2024



www.imit.com

Introduction

Our Promise: "Stable, Safe, Powerful Technology"

At the heart of our organization lies the "Promises Kept" guiding principle encapsulated in our motto. This isn't merely a catchy phrase; it's a profound commitment that is the fabric of our identity:

- Proactively maintain **STABLE** systems and connectivity.
- Keep you **SAFE** from cyber threats.
- Deliver **POWERFUL TECHNOLOGY** that enables success.

We strive to meticulously keep each promise. From delivering fast ticket response and resolution, to protecting data, to creating custom solutions that help your bottom line, our ethos revolves around ensuring that every commitment becomes a reality. This dedication goes beyond transactions; it's a promise to our Clients and community.

Our mission is to create an environment where every user feels the assurance that their expectations will be met. "Promises Kept" is not just a commitment; it's a culture — a culture that resonates within our team, reflects in our actions, and ultimately defines the experience of being associated with Imagine IT.

The following pages contain detailed information about Imagine IT, and also the Partner Agreements to review...

1. Master Service Agreement - entails payment policies and taxes, non-disclosure, liability, etc...
2. IT Managed Services Addendum - entails what's covered by the monthly services agreement.

This proposal is preliminary, and may require scope and price modifications after a deep dive discovery.

Warmest Regards,



Andrew Loecker

ALoecker@imit.com

(316) 330-0890

Overview of Imagine IT

Modern MSP

- Typical Managed Services Providers (MSPs) deliver the basics: help desk, deployments, antivirus, and account management. However, the world has changed, and businesses need much from their MSPs. MSP offerings must align IT with business goals, provide vision and solutions to help the business be more profitable, and provide adequate safeguards against modern cybersecurity threats.
- A "Modern MSP" focuses on "Business First, Then Technology", and will...
 - Start an engagement by digging deep into the business mission and goals, align IT to them, and continually reassess and realign.
 - Do more than just support infrastructure. This requires a recurring process to assess applications, business processes, and workflows.
 - Promote modern tools for collaboration and hybrid work.
 - Have at their disposal 3rd party subject matter experts to assist with assessing and solving complex problems.
 - Provide a robust cybersecurity strategy to protect against modern threats.
 - Deliver processes that measure the ROI of technology.

Thought Leadership & Best Practices

- Imagine IT is a facilitating member of the largest national peer group of MSP's. We follow best practices and mentor other MSPs to do the same.
- Imagine IT is a cybersecurity thought leader, and we mentor other MSPs to improve their cybersecurity posture and offerings.

Imagine IT Partners

- We currently support over 200 managed services partners in the the U.S. between 10-500 employees.
- We have been working with small and mid-sized businesses since 1996 and we take great pride in servicing and retaining our clients.

Response Times & User Satisfaction

- We answer over 95% of incoming support calls live, 72% answered directly by a technician.
- Best-in-class MSPs mean time to respond is 15-30 minutes.
 - IMIT mean time is 16 minutes.
- Best-in-class MSPs mean time to resolution is 7-8 hours.
 - IMIT mean time to resolution is 8 hours.
 - 77% of IMIT service requests are resolved within 24 hours.
- If there is ever a "downtime" incident, we will have an engineer working on the issue in less than 30 minutes.
- National average staff turnover is 3.4% per month.
 - IMIT is 2.2%.
- Best-in-class MSPs achieve CSAT (Customer Satisfaction) scores of 85-90%.
 - IMIT CSAT is 95%.

Regional, Team Approach

- Your users will be supported by a team of engineers, some local that will have intimate knowledge of your systems.

Proactive Strategy and Leadership

- Your Account Manager will hold recurring meetings to review technology plans, budgets, risks, and training opportunities.

Foundational IT Support - Why Imagine IT is Different



“All IT Support is great ... when it's easy”

All technology support companies hire smart and capable people ... and tech support is easy when the number of tickets matches the number of support engineers available to handle the tickets. So why do so many tech support instances go so poorly? Answer: CHAOS.

Chaos happens when more tickets arrive at the Service Desk than are expected ... and this can happen on any day. An IT support company has no control over the number of tickets that they will receive in a day ... and when they get a big wave of unexpected tickets, the support that they are able to provide becomes slow and inefficient.

DEFCON - Our way of handling CHAOS

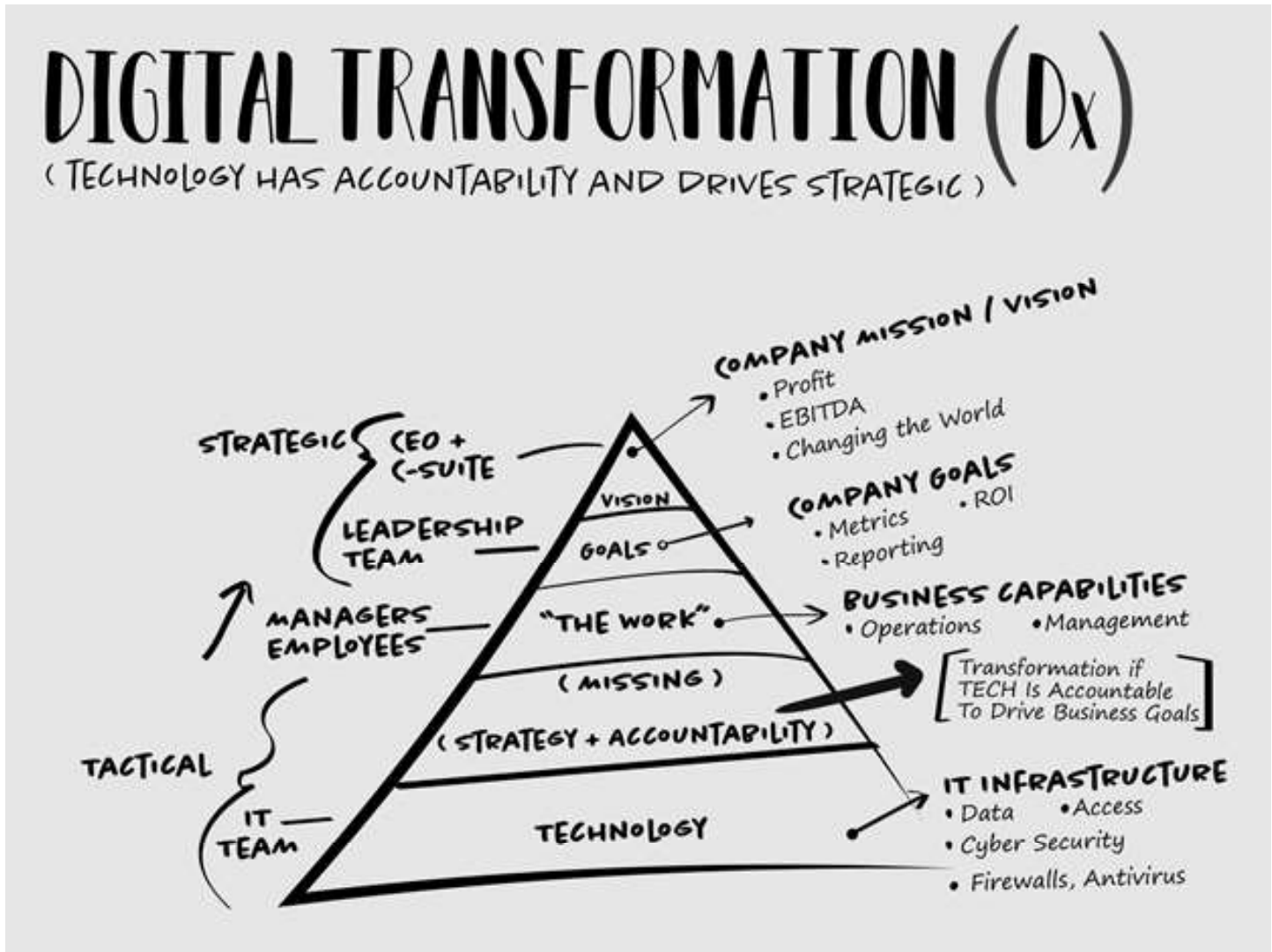
We have a company-wide system of “flexing” with the day’s ticket volume ... it is our DEFCON system. We are perfectly staffed on each day to handle our average number of tickets (we typically see around 200 service requests in a day). On these “average days” our team is at DEFCON 5.

Each day we track incoming tickets starting at 6:00 AM. When we see an unusually high ticket volume our Service Manager moves our company-wide DEFCON state to DEFCON 4. This triggers service staff doing training or R&D to pause what they are doing to jump into the Service Desk to lend a hand. This shift in responsibility happens without the client partner knowing that it is happening.

If the day continues to throw more and more tickets our way, then the Service Manager moves to DEFCON 3 which engages staff from other departments to assist with the incoming ticket volume. At DEFCON 2, staff from Finance, Back Office and even the Owners jump into action to help with the incoming ticket load.

This well-orchestrated and very intentional “flex” allows our team to continue to provide excellent customer support even on the toughest days.

Transformational IT Services - Why Imagine IT is Different



Digital Transformation is the new tech buzz word ... but what does it really mean? Most articles that you read and most IT companies are merely re-labeling anything relating to technology as "digital transformation". We feel differently.

Digital Transformation needs to TRANSFORM

The diagram above shows the disconnect between IT and the Business Vision, Mission and Financial goals of most companies. For years, IT has operated with very little connection or accountability to business financial metrics. IT spending is done without ROI calculations or processes in place to measure the impact of the spending. This needs to change!

Local Government IT Services



Imagine IT specializes in delivering innovative and cost-effective solutions for the public sector. We have extensive experience in working with local governments across the Midwest, helping them to improve their IT infrastructure, services, and processes. We understand the challenges and opportunities that local governments face in the digital age, and can offer tailored and flexible solutions that align with their IT strategy and vision.

Local Government IT Strategy

The local government IT strategy is a framework that guides the planning, implementation, and evaluation of IT initiatives in the local government. The strategy aims to achieve the following goals:

- Enhance the quality and efficiency of public services and operations
- Improve the engagement and satisfaction of citizens and stakeholders
- Support the economic and social development of the local community
- Ensure the security, reliability, and sustainability of IT systems and data
- Foster a culture of innovation and collaboration within the local government

Imagine IT and Local Government IT Strategy

Imagine IT can help the local government achieve its IT strategy goals and objectives by providing the following services and solutions:

- IT strategy and governance: Imagine IT can assist the local government in developing and reviewing its IT strategy, policies, and standards, as well as establishing and monitoring its IT governance structures and processes.
- IT project management and delivery: Imagine IT can manage and deliver IT projects of any size and complexity, from inception to completion, ensuring that they are delivered on time, within budget, and according to specifications.
- IT service management and support: Imagine IT can provide ongoing IT service management and support, including incident management, problem management, change management, service level management, and service continuity management.
- IT infrastructure and cloud services: Imagine IT can design, implement, and maintain the IT infrastructure and cloud services that support the local government's operations and services, such as network, servers, storage, backup, disaster recovery, security, and applications.
- IT innovation and transformation: Imagine IT can help the local government leverage emerging technologies and best practices to innovate and transform its IT capabilities and services, such as artificial intelligence, big data, analytics, automation, mobility, and digital platforms.
- Criminal Justice Information Services (CJIS): All Imagine IT technical staff are Level 4 Security Awareness Certified, and we have a thorough understanding of the requirements and processes.

Local Presence (edit for Geo location)



Imagine IT has a local office in Wichita, staffed by Service Technicians that understand the local business and government climate.

Local presence is a significant factor when partnering with an IT Managed Services Provider (MSP) for several reasons:

- **Rapid On-Site Response:** A local MSP can provide swift on-site support, which is crucial during critical issues that require immediate attention. This minimizes downtime and ensures business continuity.
- **Hands-On Troubleshooting:** Some technical problems necessitate a physical presence for effective resolution. Local MSPs can offer on-the-spot inspections and solutions, leading to more accurate diagnoses and efficient resolutions.
- **Personalized Service:** A local MSP can offer a more personalized service with a deeper understanding of the specific challenges faced by businesses in the region.
- **Facilitating Hardware Installations and Upgrades:** Local MSPs can manage hardware installations and upgrades on-site, providing a level of detail and precision that remote support cannot match.
- **Building Trust and Security:** The presence of a nearby IT expert conveys reliability and dedication to customer needs, fostering a stronger sense of trust and security.

In summary, a local MSP can offer immediate, hands-on support that is personalized and precise, enhancing the overall effectiveness of IT services and contributing to the success and security of a business.

Project health scoring

Get an immediate and accurate assessment of each project's health, allowing you to confidently report its status and prioritize areas needing attention.

- Continuously scan work plans for 20+ risk factors
- Easily adjust plans to improve your score
- Understand which projects need attention and provide clear communication to stakeholders



The screenshot shows a 'Project Portfolio' dashboard with a table of project health data. The table has columns for Project Name, Owner, Due, Forecast, Variance, RPAX score, Changed, Tasks, Budget, and Budget Forecast. The RPAX scores are color-coded: green for high scores (e.g., 833), yellow for medium (e.g., 634), and red for low (e.g., 203).

Project Name	Owner	Due	Forecast	Variance	RPAX	Changed	Tasks	Budget	Budget Forecast
Woolum, Inc. Sales Engagement		Feb 28 '21	Feb 22 '21	-	833	Feb 16 '21	21	7,675	500
Davidson Components Implementation		Mar 23 '21	Mar 22 '21	-1	634	Feb 16 '21	46	24,200	16,995
ENR Partners Implementation		Mar 18 '21	Mar 19 '21	-2	579	Feb 16 '21	44	15,100	13,841
		Jul 30 '21	Jul 28 '21	-2	529	Feb 16 '21	4	400	400
		Mar 23 '21			494	Feb 16 '21	5	5,200	5,200
		Apr 13 '21	Apr 12 '21	-1	483	Feb 16 '21	44	8,500	7,200
		May 12 '21	May 07 '21	-5	483	Feb 16 '21	44	8,500	8,500
Peak Inc. Implementation		Apr 26 '22	Apr 25 '22	-1	438	Feb 16 '21	260	191,200	150,631
Woolum, Inc. Year 1- Customer Success Plan		Feb 22 '22		+1	317	Feb 16 '21	52	16,275	9,500
HCM Implementation		Nov 05 '21	Nov 04 '21	-1	342	Feb 16 '21	260	191,200	191,565
Allen Chemicals Implementation		Mar 29 '21	Apr 01 '21	+1	293	Feb 16 '21	44	15,500	13,500
HOB Inc. Implementation		Sep 14 '21	Sep 17 '21	+3	203	Feb 16 '21	46	148,800	148,178

How Imagine IT can help you achieve your technology goals: A guide for busy professionals who want to get things done...

Imagine you have a big IT project that needs to be done. Maybe you want to upgrade your network, migrate to the cloud, or implement a new software. You know it's important, but you also know it's complicated, time-consuming, and risky. You don't have the resources, the expertise, or the patience to do it yourself. You need a reliable partner who can handle it for you.

That's where Imagine IT comes in. We are an IT Managed Services Provider (MSP) that specializes in delivering flawless IT projects. We have the skills, the experience, and the passion to make your IT vision a reality. We take care of everything, from planning and design, to installation and testing, to training and support. We make sure your project is done on time, on budget, and on point.

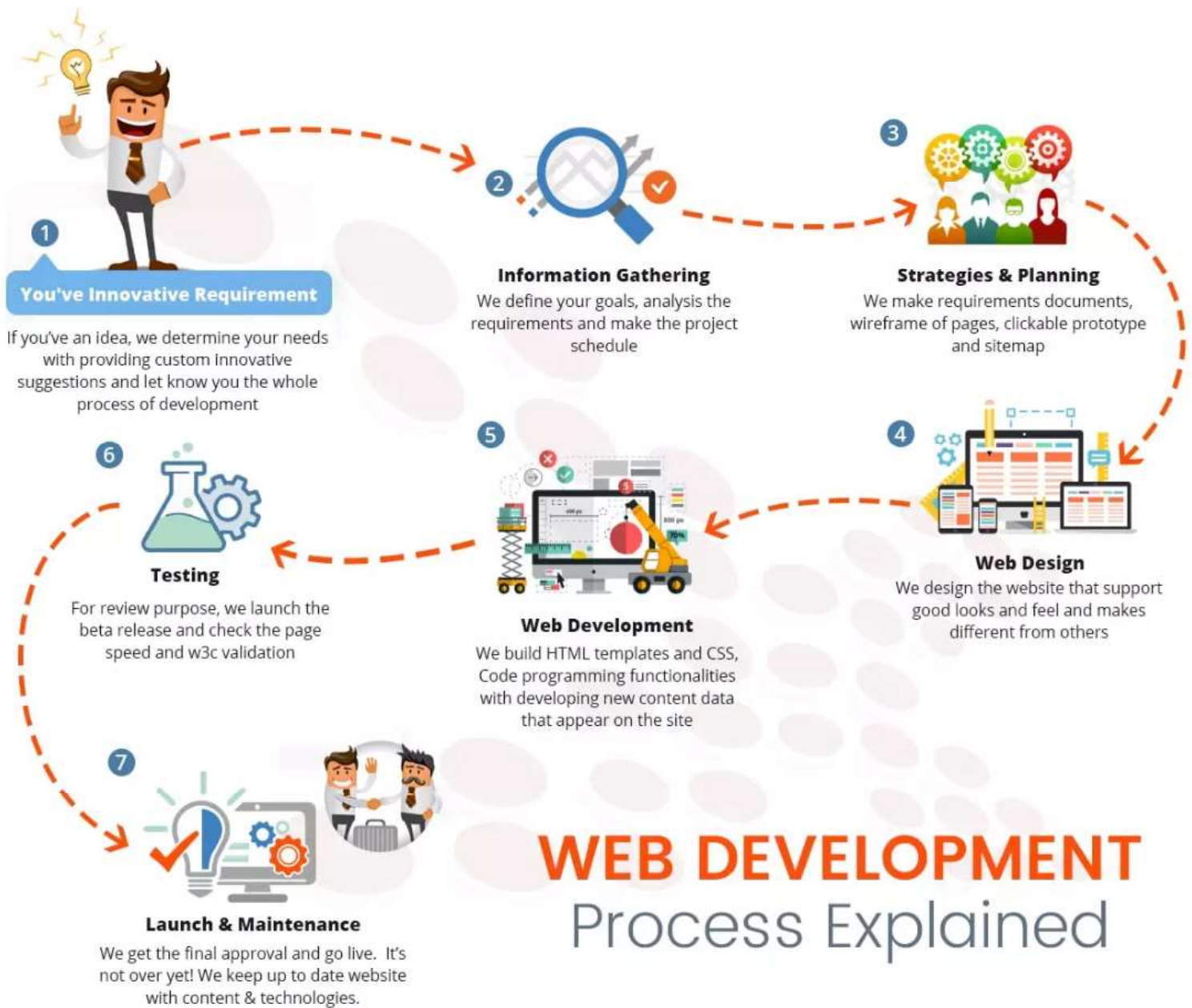
But how do we do it? What makes us different from other IT providers? How can you trust us with your critical IT needs? Platform, People, and Process.

Our Methodology

At Imagine IT, we follow a simple but effective methodology for delivering IT projects. We call it the 4D approach: Discover, Design, Deploy, and Delight. Here's how it works:

- Discover: We start by understanding your goals, your challenges, and your expectations. We analyze your current IT environment, your business processes, and your user needs. We identify the gaps, the opportunities, and the best solutions for your project.
- Design: We then create a detailed project plan, with clear scope, timeline, and budget. We design the technical architecture, the user interface, and the security features. We also prepare the documentation, the testing scenarios, and the training materials.
- Deploy: We then execute the project, following the plan and the best practices. We install the hardware, the software, and the network components. We configure the settings, the integrations, and the backups. We test the functionality, the performance, and the reliability. We also train your staff, your managers, and your customers on how to use the new system.
- Delight: We then monitor the project, ensuring its success and satisfaction. We provide ongoing support, maintenance, and updates. We also collect feedback, measure results, and report on the outcomes. We celebrate the achievements, the improvements, and the benefits of the project.

Website Development & Maintenance, SEO, Email Marketing, and E-Commerce



Imagine IT offers a wide range of website design, maintenance, SEO, email marketing, and e-commerce services to meet the needs of various clients. Some of the services we provide are:

- We design and develop stunning websites that showcase your brand and engage your audience.
- We maintain and update your website regularly to ensure optimal performance and security.
- We optimize your website for search engines and help you rank higher on Google and other platforms.
- We create and execute effective email marketing campaigns that drive traffic and conversions.
- We integrate and manage e-commerce solutions that enable you to sell your products and services online.

Imagine IT has a high acumen with website and online marketing services, and can deliver innovative and customized solutions for various business needs.

Ever-Improving Hacker Acumen

HACKER ATTACK CHAIN



<i>Planning</i>	<i>Intrusion</i>	<i>Enumeration</i>	<i>Lateral Spread</i>	<i>Complete Objective</i>
<ul style="list-style-type: none">• Target Selection• Research• Attack Vector	<ul style="list-style-type: none">• Spear-phishing• Insider Threat• 0-day Exploit• Insecure Devices	<ul style="list-style-type: none">• Who am I?• Where am I?• Where can I go?• Who do I need to be?	<ul style="list-style-type: none">• To Steal Data• To Establish Persistence• To Hunt Users• To Distribute Malware/tools	<ul style="list-style-type: none">• Steal IP Download• Data Deploy• Ransomware• Destroy Systems



Hacking is now very targeted.

And once initial access is established (not "if", but "when"), it only takes an average of 1 hour to obtain full network takeover due to automation and the blueprint and tradecraft being shared on the Dark Web.

Are We Too Small to be a Target?

No, you are only too small to make the news...

60-Second Ransomware Victim Video <http://ransomwarestory.imit.com>

The Risk Management Challenge

Most businesses struggle to keep up with cybersecurity. The threat landscape is getting more complex, and businesses do not have the resources to manage cybersecurity risks. Information Security and risk management gaps can lead to data breaches, financial losses, operations disruptions, failed compliance obligations, reputational damage, and more.

According to the [2023 Diligent Institute survey of "What Directors Think"](#), board members ranked **cybersecurity as the most challenging issue to oversee**, ahead of digital transformation, innovation, new technologies and capital allocations.

Executives first need to ask themselves...

- What are our unacceptable outcomes?

Executives then need IT to provide answers to these critical questions...

- What are our most important assets and how are we protecting them?
- When will the attack come?
- Is the business prepared to detect it?
- Is it prepared to stop it?
- Can it mitigate the effects and get back to normal operations as quickly as possible?
- What will be the impact of the breach?
- If we become a victim:
 - Our business valuation will be reduced.
 - Why did we wait to prioritize investments in cybersecurity?
 - Who is going to be held accountable?



CUSTOMER LOSS

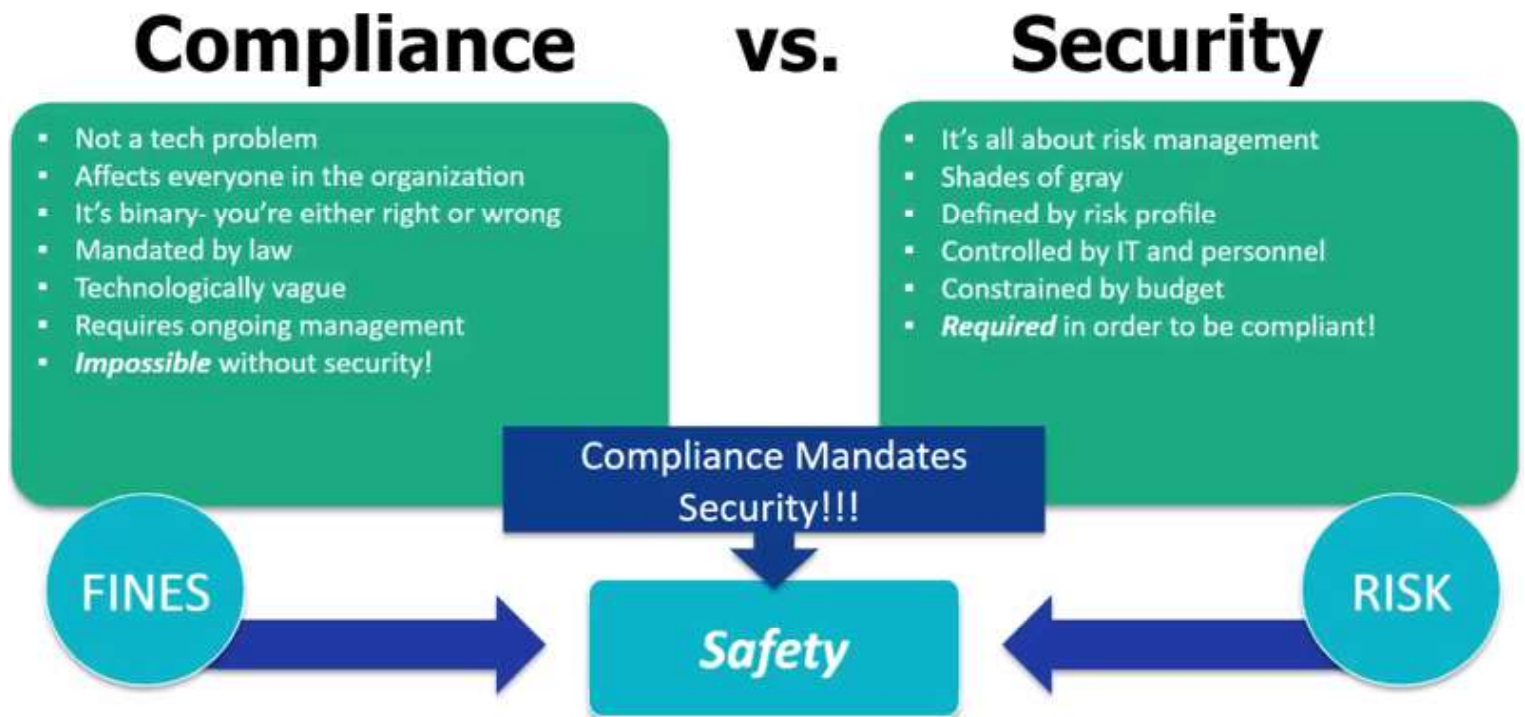


TARNISHED BRAND
REPUTATION



PRODUCTIVITY LOSS

Compliance DOES NOT EQUAL Security



Why is it important to maintain a compliance management process?

- **Legal and Regulatory Requirements:** Compliance with laws, regulations, and industry standards is essential for organizations to avoid legal and regulatory penalties.
- **Ethical Considerations:** Compliance goes beyond legal requirements and includes ethical considerations. Organizations have a responsibility to conduct their business in an ethical and socially responsible manner, which includes adhering to internal policies, codes of conduct, and industry best practices.
- **Risk Management:** Compliance management is a critical component of risk management. Non-compliance with laws, regulations, and internal policies can expose organizations to various risks, such as financial, operational, reputational, and legal risks.
- **Business Continuity:** Compliance failures can disrupt business operations and lead to financial losses.
- **Stakeholder Trust:** Maintaining compliance is crucial for building and maintaining trust with stakeholders, including customers, investors, employees, and partners.

Your business requires a comprehensive Risk Management strategy. However, Compliance is only a small part of solution.

Cyber Insurance Limitations

Local governments desire affordable cyber insurance. However, the insurance companies recently made qualifying MUCH more difficult, requiring the municipality to maintain a security posture well above typical levels. It will be virtually impossible to qualify unless enrolled in a comprehensive and modern Managed Security program that can cover all the requirements.

Lloyd's of London recently announced they will no longer cover state-sponsored attacks. Other carriers will follow. What does that mean to your business? It is even more critical to avoid a serious breach.

Even with a strong cybersecurity posture there will always be risks. One way to mitigate risk is to shift some of it to an insurer. This shift ensures city services continuity in the face of a serious breach. However, 90% of city leaders underestimate the overall costs of a breach, many of which are not covered by insurance.

What it covers	What it doesn't
<ul style="list-style-type: none">✓ Notification of affected individuals✓ Recovery and restoration of compromised data✓ Credit monitoring services✓ Computer forensics and repair of devices✓ Public relations costs to restore reputational damage✓ Civil damages from lawsuits	<ul style="list-style-type: none">✗ Reimbursement for future profits lost to a cyber incident✗ Cyber liability lawsuits that happen prior to a breach or incident✗ Losses from theft of intellectual property✗ Attacks caused by agents of foreign power✗ Cost of improving cyber-security after an attack

The Security Shield

Cybersecurity is not an IT problem, it's a BUSINESS problem.

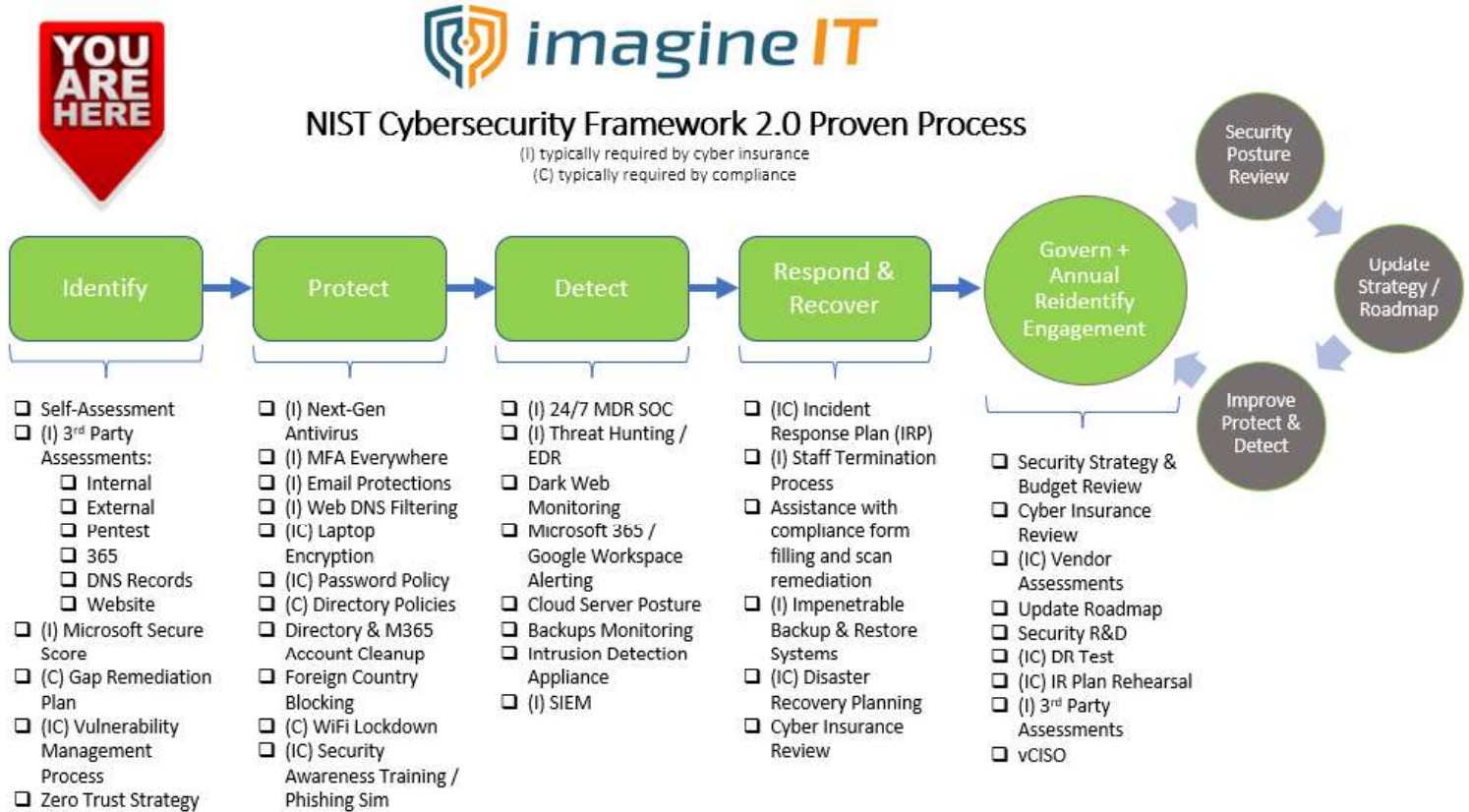
To solve this problem, Imagine IT can deploy "Modern Cybersecurity" solutions and processes to protect, monitor, investigate, and provide recurring user training. We call this "The Shield". The Shield is designed around the "Zero-Trust" model (assume breach) and the 6 pillars of the National Institute of Standards and Technology (NIST) Cybersecurity Framework...

- **Identify:** Document the current gaps and make a remediation plan and timeline.
- **Protect:** Deploy technologies that avoid breaches.
- **Detect:** Deploy technologies that detect breaches (assume there will be breaches).
- **Respond:** Document a well-baked Incident Response Plan. Imagine IT has this.
- **Recover:** Deploy bullet-proof backup solutions, Cyber Insurance, and optionally document a Disaster Recovery Plan.
- **Govern:** Establish processes and partnership roles.

We address "Cyber Resilience" (post breach remediation planning), not just "Cyber Security" alone (preventing breaches).

Once approved, we will:

- Onboard your systems for support
- Lock it down
- Train your users (95% of breaches are caused by human error)
- Monitor for breaches
- Continually improve your security posture
- Make security a competitive advantage
- Protect reputation, revenue and business valuation



24/7 Blazing Fast Neutralization

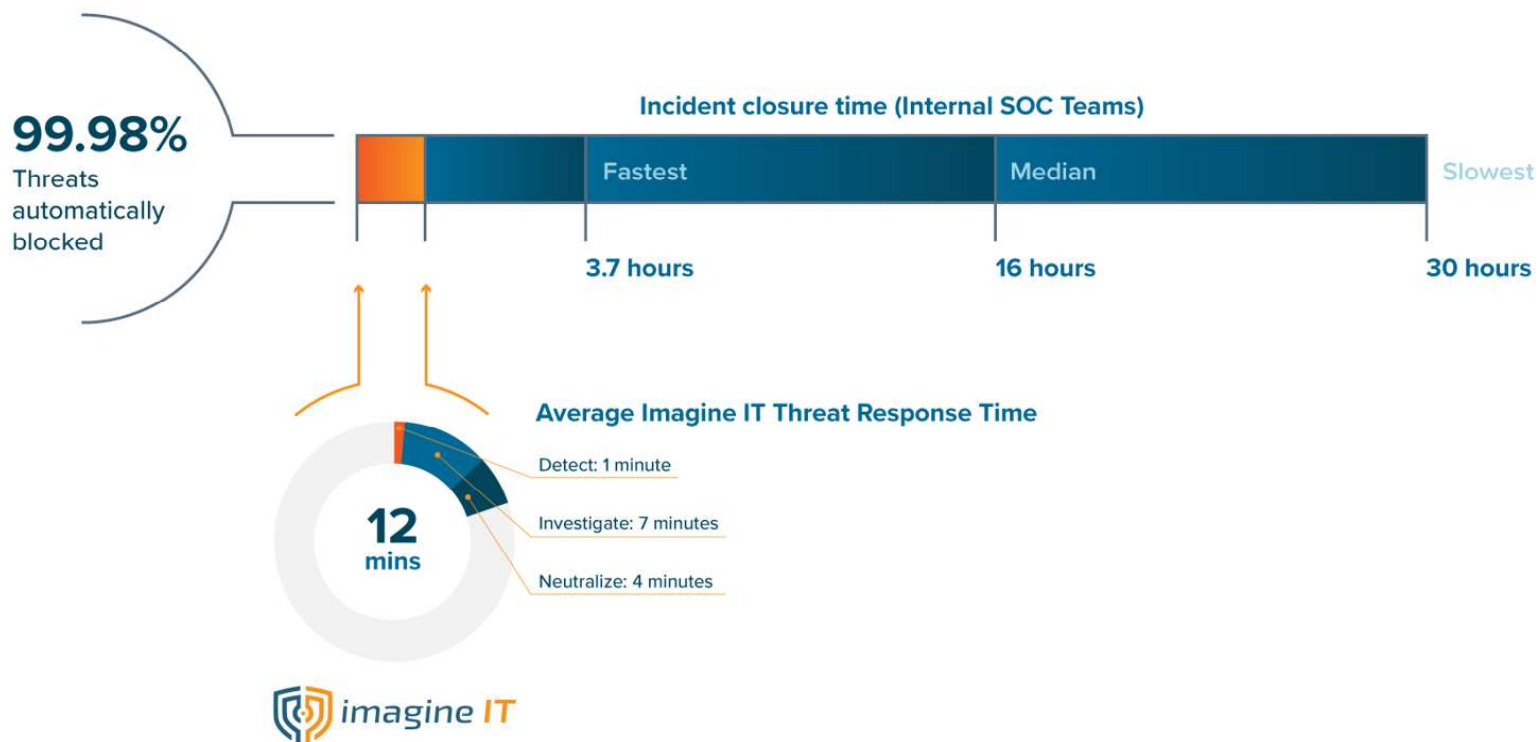
Most ransomware attacks occur between **1am - 5am**.

Hackers now average only **1 hour** from initial access to admin-level systems takeover.

The typical business Security Operations Center (SOC) average time from detection to neutralization = **16 hours (much too late)**.

The Imagine IT SOC average time from detection to neutralization = **12 minutes (hacker stopped)**.

SOC MINUTES MATTER



Security Shield Plan Options

Bolded Protections check a Cyber Insurance box...

Security Shield Protections	Essentials	360
24/7 Security Operations Center (SOC)	X	X
24/7 Human-Led Neutralization (not just notify)	X	X
Endpoint Managed Detection & Response (EDR/MDR)	X	X
M365 Managed Detection & Response (ITDR/MDR)	X	X
SIEM (Utilized for Endpoint MDR – Not Compliance Grade)	X	X
Premise Office DNS Filtering	X	X
Recurring Security Awareness Training & Phishing Campaigns	X	X
Monthly External Vulnerability Scanning & Analysis	X	X
Initial One-Time Protections (MFA, SPF/DKIM/DMARC, WiFi, etc...)	X	X
Dark Web Monitoring	X	X
Annual Cybersecurity Posture Review & Remediation Budgeting	X	X
Cyber Insurance, PCI-DSS, CJIS Form Filling Assistance (remediation billed separately)	X	X
Customer-Initiated Security Requests	X	X
Imagine IT Incident Response (up to 10 hrs/incident)	X	X
Managed Incident Response Planning & Rehearsals		X
Managed Penetration Testing & Analysis		X
Compliance & Cyber Insurance Readiness Management Platform		optional
Managed Compliance		optional
Compliance Grade SIEM for Firewall and OS Logs (Customizable Retention)		optional
Annual Disaster Recovery Test		optional
Assigned Security Analyst for Planning & Execution (labor billed separately)		optional
vCISO Engagement		optional

Backup & Disaster Recovery (BDR)



The need for effective Backup and Disaster Recovery (BDR) is non-negotiable. Here's a breakdown of why businesses, regardless of size, must prioritize BDR:

- **Data Protection:** In an era where data is invaluable, businesses can't afford to lose it. BDR ensures regular backups, safeguarding critical information from loss due to errors or unforeseen events.
- **Downtime Mitigation:** Downtime translates to financial losses and reputational damage. BDR strategies minimize downtime, swiftly restoring operations after disruptions caused by cyber attacks, server failures, or natural disasters.
- **Cybersecurity Resilience:** With the escalating threat of cyber attacks, BDR acts as a crucial defense mechanism. It enables organizations to recover data to a pre-incident state, countering the impact of security breaches.
- **Compliance Adherence:** Many industries face stringent data protection regulations. BDR helps businesses comply with legal requirements by ensuring data availability and integrity.
- **Disaster Preparedness:** Natural disasters are unpredictable. BDR solutions, with off-site backups, provide resilience against physical infrastructure damage, allowing for data recovery even in the face of calamities.
- **Business Continuity:** Beyond recovery, BDR ensures business continuity. Proactive data protection safeguards an organization's reputation and fosters customer trust, crucial for sustained success.

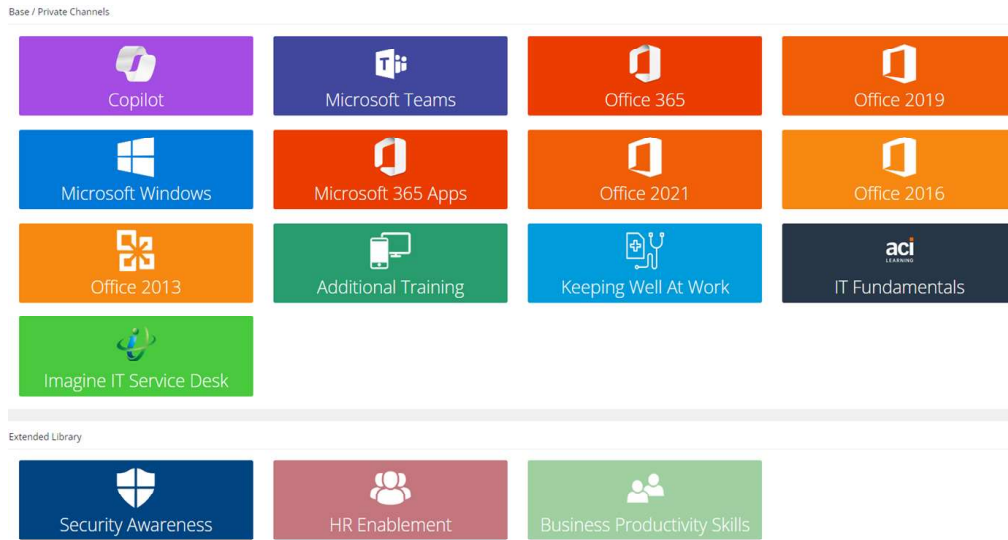
The Solution... **Datto Backup and Business Continuity System**

- This is a standby server appliance and backs up ENTIRE servers, not just data.
- Tamper-proof system that WILL recover your data from Ransomware attack...
 - The backup system has entirely different login credentials from the network, and the device itself is only accessible from the MFA protected cloud portal.
 - Air-gapped: A cloud Recycle Bin (only accessible by manufacturer support) is maintained in case a hacker tries to delete or overwrite backups, and is inaccessible from Imagine IT or a hacker.
- Can backup as often as every 60 minutes during business hours.
- Many versions of a file can be restored from.
- Backups are encrypted and sent offsite to two secure US datacenters with 1-yr retention.
- During a prolonged, downtime event backups can be mounted as virtual machines on the appliance so that users can still function even while the production servers are down.
- If there is a catastrophic event (fire, theft, etc...) backups can be mounted as virtual machines in the Cloud so that users can still function even while the production servers are unavailable.
 - The manufacturer will also FedEx a new backup appliance so that we can more quickly start the full recovery process.
- The backup system meets all Cyber Insurance requirements.

Disaster Recovery Testing

Imagine IT can perform DR testing upon request or on an annual basis. Each client is different and requires a unique DR Testingscope.

Learning Management System (LMS)



Imagine IT provides a self-service LMS for Microsoft 365 & Copilot, Mac, Security, HR, IT staff leveling up, and custom training to keep your knowledge workers and IT staff up to speed and productive. The platform comes stocked with over 5000 videos and is constantly being updated.

Boost Productivity

- Improve your worker's skills with the software they use every day. Imagine providing them with an expert to work by their side.

Reduce Help Desk Calls

- With full-text index searching the users can quickly find the training video they need to accomplish their task at hand.

Improve Skills Retention

- Simple "how-to" instructions help learners retain more from each short lesson by applying their new skills immediately.

Reduce Risk

- Security Awareness Training (SAT) paths compliment other online SAT programs to reduce the number of costly user mistakes.

Level-Up IT Staff

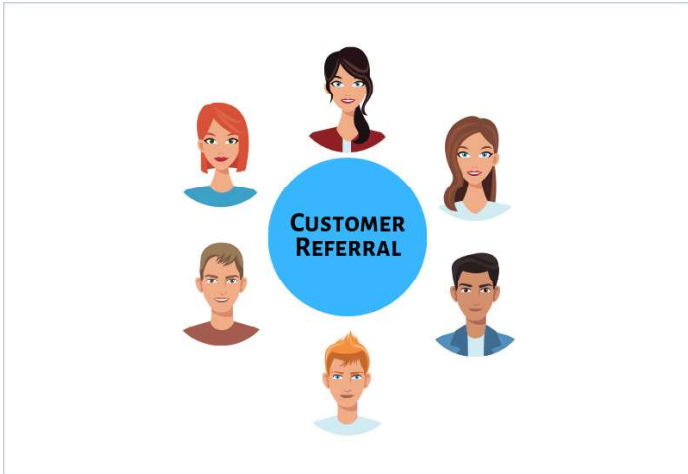
IT Fundamentals

- This channel contains two courses for technical staff to improve their basic skills:
 - CompTIA IT Fundamentals+ (18 hours)
 - Customer Service Skills for Techies (10 hours)

IT Professional (extra cost)

- This channel's courses are for certification attainment and include:
 - CompTIA (A+, Network+, Security+)
 - Microsoft (M365 Administration, Azure Administration) and more.

Rich Referral Program



Do you know any business that is struggling with technology or efficiency, or has had a breach? Please do them a favor and ask their permission for you to introduce us. We will then reach out to them and provide a free Discovery.

Imagine IT Advocates Can Potentially Receive...

- One-time Credits against Imagine IT Costs (see below).
- Or personally take the bonus.

How Does This Program Work?

- Initially, when you or someone on your team provides us with a qualified referral, we will **take \$25 off your next bill or provide a \$25 gift card.**
- If the referral becomes an IT Managed Services customer, we will **credit your account \$500 or provide a \$500 gift card.**

As you can see, it only takes a few referrals to realize great benefit.

What Defines a Qualified Referral?

Imagine IT partners best with organizations that meet the following criteria:

- Inside our geographic areas of coverage.
- Between 10 – 300 users.
- No retail or point-of-sale, although we will support their corporate headquarters.

Preliminary IT Managed Services Governance

This is a preliminary Governance Plan. During Onboarding Imagine IT may work with you to make adjustments.

Customer Responsibilities

- Work as a Team with Imagine IT for user support.
- Manage phone system.
- Manage and support org Line of Business and Accounting applications.
- Migrate M365 licensing to Imagine IT CSP program (same cost).
- Approve technology stack changes within a reasonable time frame.

Imagine IT Will Provide on 1/1/2025

- 24/7 Network Operations Center (NOC).
- 24/7 Security Operations Center (SOC).
- Remote Monitoring & Management tool (RMM).
- Next-Gen EDR Antivirus management.
- Cybersecurity protection & detection systems.
- Remote access tool for admins and end users.
- Access to online documentation system.
- Learning Management System (LMS).
- Technology Roadmapping tool.
- Manage connectivity infrastructure (stack solutions only).
- Manage patching of Microsoft Windows.
- Manage backup systems (stack solutions only).
- Vendor management assistance.
- Help Desk (Triage, Tier 1 and above).
 - Help Desk available 6a-6p CST M-F. On-call Help Desk available 24/7/365 with 1-hr response time (calls handled via Answering Service).

Out-of-Scope

- Projects / Professional Services.
- Security escalations (unless enrolled in Security Shield Essentials or higher).
- Incident Response, Planning, and Rehearsals.
- Disaster Recovery Planning & Tests.
- Compliance assistance.
- R&D requests.
- New computer prep / imaging / reimaging.

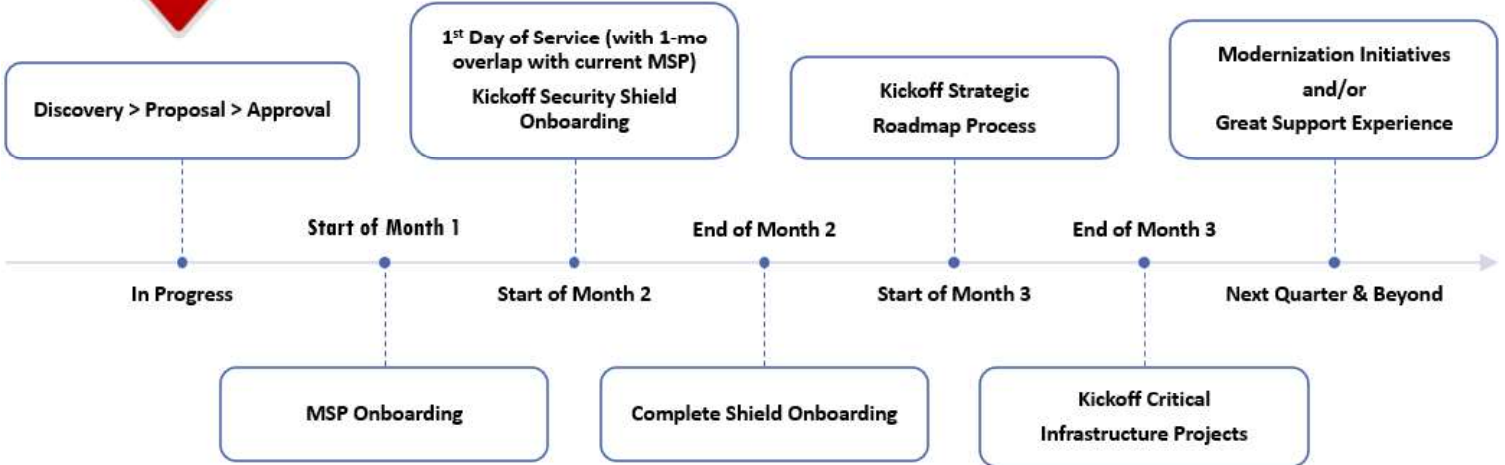
Managed Services Monthly Costs (billing starts 12/1/2024)	Recurring	Qty	Ext. Recurring
IT Managed Services (5 sites, 29 full-time users, 2 lite-users)	\$1,638.00	1	\$1,638.00
Monthly Subtotal:			\$1,638.00

Security Shield Essentials Program Monthly Costs (billing starts 1/1/2025)	Recurring	Qty	Ext. Recurring
Security Shield Essentials (31 email users, 29 computers)	\$702.00	1	\$702.00
Phase 1 (Shield Essentials Kickoff)			
<ul style="list-style-type: none"> • 24/7 Security Operations Center (SOC). • 24/7 Human-Led Neutralization (not just notify). • Endpoint Managed Detection & Response (EDR/MDR). • M365 Managed Detection & Response (MDR). • Premise Office DNS Security. • Recurring Security Awareness Training & Phishing Simulations. • Dark Web Monitoring. • Monthly External Vulnerability Scanning (remediation billed separately). • Imagine IT Incident Response (up to 10 hrs/incident). • Cyber Risk Posture & Compliance Platform. • Cyber Insurance Form-Filling Assistance (remediation billed separately). • Compliance Form Filling Assistance for PCI-DSS and CJIS (remediation billed separately). 			
Monthly Subtotal:			\$702.00

Microsoft 365 Security Subscriptions	Recurring	Qty	Ext. Recurring
Microsoft Defender for Office 365 (Plan 1) GCC Monthly	\$2.40	31	\$74.40
Microsoft Entra ID P1 GCC Monthly	\$7.20	1	\$7.20
Monthly Subtotal:			\$81.60

Immutable Backup Subscriptions	Recurring	Qty	Ext. Recurring
Microsoft 365 Backup	\$4.00	31	\$124.00
Datto SIRIS Backup & Disaster Recovery System (per server - dependent upon storage assessment)	\$199.00	1	\$199.00
Monthly Subtotal:			\$323.00

Non-Disruptive Onboarding Timeline



Onboarding & Initial Projects Statement of Work

1. Scope. The services to be provided by Imagine IT by this SOW shall be as follows:

Imagine IT shall perform...

Month 1 - Managed Services Onboarding

- Orientation.
- Remote Monitoring & Management Tool (RMM).
- Activation of Network Operations Center.
- Deep-dive and documentation of all applicable technologies.
- Deployment of staff tools.
- Assessment of backup requirements. A migration to an Imagine IT supported backup solution will be required after full discovery.
- Assessment of network connectivity devices & communication tools.

Month 1 - Microsoft Onboarding

- Migrate M365 licensing to Imagine IT CSP program (same cost).
- Backup for M365.

Month 1 - Premise Backup System Onboarding

- Assess storage and recovery time requirements for an Imagine IT stack solution.
- Determine Recovery Time Objective (RTO) and Recovery Point Objective (RPO).
- Setup immutable backup for Azure servers.
- Procure and deploy appliance and/or cloud system.
- Install agent on each server.
- Run initial backup job and verify success.

Month 2 - Security Shield Essentials Onboarding

- Activation of Security Operations Center (SOC). Note: the SOC will monitor a specific list of supported technologies.
- EDR and Intrusion Detection deployments.
- Security licensing enrollments.
- Premise Office DNS Filtering deployment.
- Dark Web Monitoring enrollment.
- Monthly External Vulnerability Scanning deployment.
 - Client will be required to assist with much of the remediation.
- Security Awareness Training deployment.
- Activation of Cyber Risk Posture & Compliance Platform.

Month 3 - Network Equipment Deployments

- Firewall.
- Switch(es).
- WiFi.

2. Fees. Client hereby engages with Imagine IT on a Fixed Fee basis in the amount listed below. Progress billing will be sent monthly until completion of the Services.

3. Client Obligations.

- Cooperate with Imagine IT in all matters relating to the Services and appoint an employee to serve as the primary contact with respect to the Services and who will have the authority to act on behalf of Client with respect to matters pertaining to the Services.

- Provide Imagine IT with reasonable access to Client’s environment as may reasonably be required by Imagine IT for the purposes of performing the Services;
- Respond promptly to any Imagine IT request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Imagine IT to perform Services;
- Obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, the installation of the Imagine IT Equipment (if any), the use of Client’s materials, and the use of the Client equipment.

4. Exclusions & Additional Terms

- This SOW does not provide any terms or conditions associated with the purchase of Product, which shall be by a separate Addendum.
- The cost to bring Client's System up to minimum standards required to perform Services.
- Any Services related to the above are beyond the scope of Services and shall be on a time and materials basis in accordance with Imagine IT’s standard rates together with Imagine IT’s actual expenses. Imagine IT shall issue invoices to Client monthly in arrears for fees outside of Scope, together with a detailed breakdown of time, materials and expenses.

The Term of this SOW shall not be in accordance with the defined term for SOW's in the MSA but shall be until completion of the Services.

This SOW is effective upon execution by Imagine IT and Client. Each party hereto warrants and represents that this SOW and the MSA constitute the legal, valid and binding obligation of such party as of the date signed by Client below (“SOW Effective Date”).

Scope Change Process

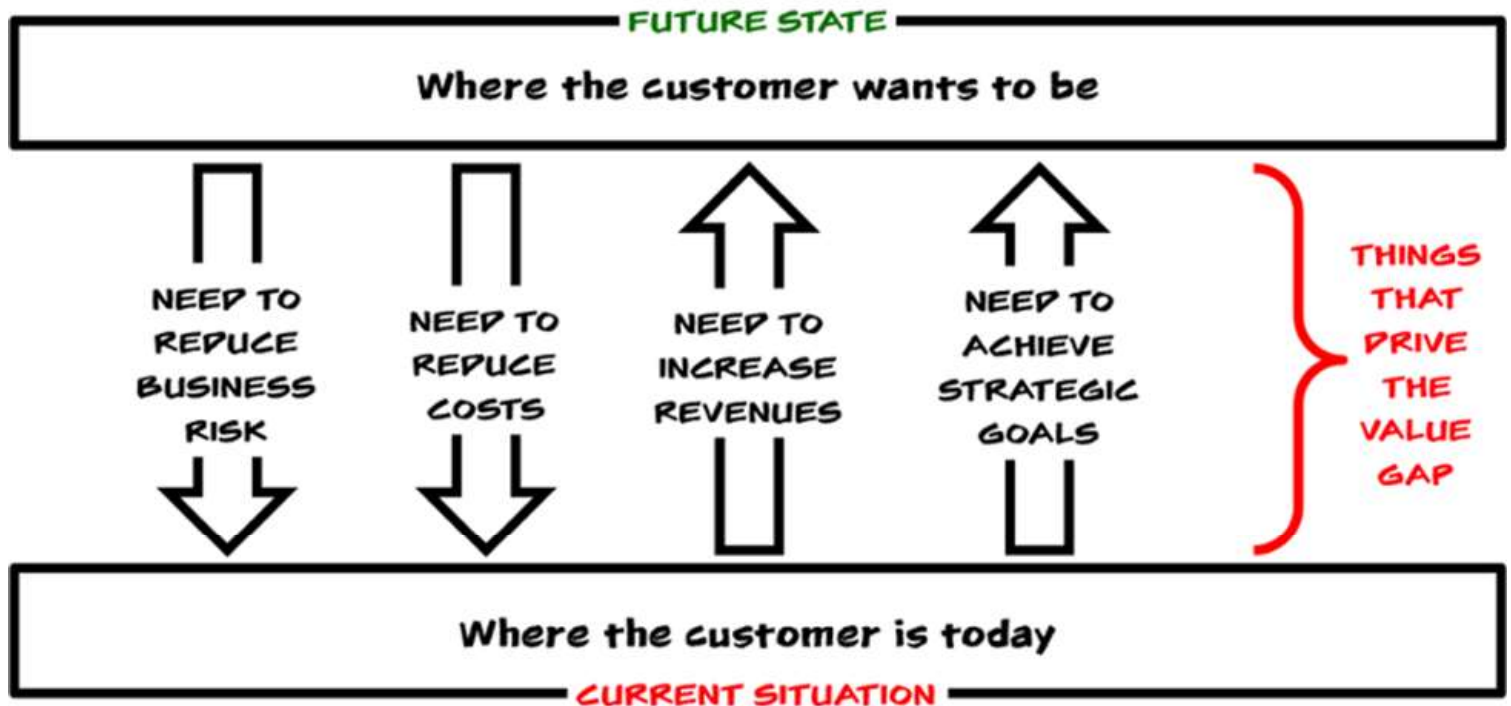
Scope Change Requests frequently occur during projects due to the dynamic and collaborative nature of project execution, even if there was significant due-diligence. The following process will be utilized if a change is identified which materially affects the scope described in this proposal:

1. Imagine IT will generate a Scope Change Request describing the identified change, the number of hours required to affect the change, any additional charges, and the timeline.
2. Upon signed approval by the customer, the work will be scheduled and performed.

Initial Projects (progress billed)	Price	Qty	Ext. Price
Labor - Security Shield Phase 1 - Fixed Fee	\$3,000.00	1	\$3,000.00
Labor, Professional Services - Fixed Fee - M365 Backup Deployment	\$375.00	1	\$375.00
Labor, Professional Services - Fixed Fee - Server Backup System Deployment (Rough Estimate - depending upon full discovery)	\$975.00	1	\$975.00
Subtotal:			\$4,350.00

The MSP Value Gap

Investing more for a "mature" MSP can bring several advantages and added value to your organization:



- **Expertise and Experience:** Mature MSPs often have a wealth of experience and expertise. They have likely encountered a wide range of IT challenges and have developed effective solutions over time. This experience can lead to quicker issue resolution and more strategic planning for your organization's IT needs.
- **Proactive Approach:** Mature MSPs tend to be more proactive in managing and maintaining your IT infrastructure. They may have sophisticated monitoring systems and processes in place to identify and address potential issues before they become critical. This proactive approach can minimize downtime and improve overall system reliability.
- **Scalability:** A mature MSP is often better equipped to handle the scalability requirements of your business. As your organization grows, a mature MSP can adjust and scale their services accordingly, ensuring that your IT infrastructure can support increased demands.
- **Security and Compliance:** Security is a top concern for businesses today. Mature MSPs often have robust security measures in place and stay abreast of the latest cybersecurity threats.
- **Strategic Guidance:** Mature MSPs can provide strategic guidance aligned with your business goals. They understand how technology can contribute to your overall success and can advise on IT investments and innovations that align with your strategic objectives.
- **Reliability and SLAs:** A mature MSP is more likely to have established Service Level Agreements (SLAs) that guarantee a certain level of service and response times. This can provide your organization with greater confidence in the reliability of your IT systems.
- **Customized Solutions:** Mature MSPs are often more capable of delivering customized solutions tailored to the specific needs of your organization. They can work closely with you to understand your unique challenges and requirements, providing a more personalized and effective IT support experience.
- **Technology Partnerships:** Mature MSPs often have strong relationships with technology vendors and partners. This can result in better access to the latest technologies, early adoption of innovations, and potentially more favorable terms for your organization.

The MSP Value Gap

While the upfront investment of a mature MSP may be higher, the long-term benefits in terms of efficiency, reliability, and strategic alignment with your business goals make it worthwhile.

Service	Low Maturity	High Maturity
Onboarding		
White Glove / Understand Business	Minimal Effort	Deep Discovery
Business Goal Alignment		
Recurring Business Assessments and Roadmap	One-Time	2-4 Times Annually
Trending Progress-to-Goal Metrics	Non-Existent	Dashboards
Digital Transformation Planning & Execution	Non-Existent	Fully Baked
Solutions that Increase Profit / Assist Mission	Not Capable	Long History
Strong Application Dev Vendor Relationships	Minimal	Many
Service Desk & Projects Performance		
Maturity and Loyalty of Technicians – Turnover Rate	Cannot Afford	Invests + Ongoing Training
Response Time & Time to Resolution	Best Effort	SLA's Met
Ability to Flex Resources During Unexpected Volume Increases	Not Capable – Too Small	Other Depts Shift Roles
AI Utilization to Reduce Time to Completion	Cannot Afford	Embedded Across MSP
24/7 Service	Non-Existent	On-Call at a Minimum
Projects Well Planned & Executed <u>On</u> Schedule	Struggles	PMO & Process
Business Risk Management		
Managed Security 24/7	Partial Protection	Comprehensive
Cyber Insurance Alignment	Partial	Near Total
Managed Compliance	Non-Existent	Platform & Process
Managed Incident Response Planning	Non-Existent	Platform & Process
Managed Penetration Testing	Non-Existent	Trusted 3 rd Party
Business Continuity / Disaster Recovery Planning	Likely Capable	Long History
Certified Cybersecurity Framework Adherence	Non-Existent	Audited Annually
Co-Managed Acumen		
Advanced Tools Access	Partial	Full
Remote Control Console	Included	Included
Dedicated Service Ticket Board	Optional	Optional
Reports Access	Partial	Full
User Training		
Platform w/Tracks for M365, Security, HR, IT, Custom Apps	Non-Existent	Fully Customizable
Group Training Sessions / Webinars	Rare	Often

Master Service Agreement (MSA)

This Master Services Agreement (“MSA”) is between Imagine IT, Inc. of 2901 Metro Drive, #201, Bloomington, MN 55425 (“Imagine IT”), and City of Edgerton (“Client”) and shall be effective as of the latest date of the signatures of the parties below (“Effective Date”). The parties agree as follows:

- 1) **SCOPE.** This MSA is to govern all services of Imagine IT performed or provided to Client (collectively, the “Services”), including the Initial Assessment of the Client’s computer network, system, peripherals, devices which are installed or operated by Client (“System”) and all software, equipment and other goods supplied by Imagine IT (collectively, the “Products”) and replaces all other agreements between the parties. Except for the Initial Assessment, Imagine IT does not obligate itself to provide any Services or Products by this MSA, the scope, terms, and fees of which will be described in one or more addendum executed from time-to-time by both parties electronically or physical signature referencing this MSA (individually and collectively “Addendum,”). If an Addendum for Products or Services is executed by both parties referencing this MSA, it shall automatically be incorporated in and deemed a part of this MSA. In the event of a direct conflict between the language of this MSA and any Addendum the language of the Addendum shall control except as it relates to warranties, limitations of liability or termination, which are controlled by this MSA.
- 2) **TERM; RENEWAL.** The term of this MSA shall begin on the Effective Date and shall continue until one year after the expiration or termination of all Addendum(s). The term of all Addendums shall be, unless otherwise provided by the Addendum, one (1) year (“Initial Addendum Term”), with an annual price adjustment equal to the greater of 5% or the annual Consumer Price Index published by the U.S. Bureau of Labor Statistics in the month prior to renewal (“CPI Adjustment”). Upon the expiration of the Initial Addendum Term, the Addendum shall automatically renew for continuous one (1) year terms (each a “Renewal Term”) on the same terms and conditions, but with the CPI Adjustment, unless either party notifies the other party of its intention to not renew the Addendum no less than sixty (60) days prior to the end of the then-current term. The Initial Addendum Term and each Renewal Term shall be collectively referred to as the “Addendum Term”.
- 3) **FEES; SERVICE RATES.** Client agrees to pay Imagine IT the fees described in, and in accordance with, the Addendum for the Services or Products provided under that Addendum. Any Services beyond the scope detailed within the Addendum(s) or within the scope of an Addendum but required due to unauthorized modifications to System by Client (“Out of Scope Work”) shall be billed to Client and Client shall pay for such Out of Scope Work according to Imagine IT’s then-current rate schedule. Out of Scope Work shall not be provided to Client without Client’s written confirmation by either party within thirty (30) days of such request and an invoice may serve as such confirmation. All Imagine IT representations relating to time relating to Out-of-Scope Work are estimates of actual time and not a guarantee or agreement to perform Out of Scope Work for a fixed fee as time and cost involved may vary. Client may halt Out of Scope Work at any time with notice and payment of balance of work performed. Different hourly rates may apply based upon overtime, weekends or holidays time, different levels of personnel experience, sophistication of work. Imagine IT shall be entitled to reimbursement for all reasonable and properly documented out-of-pocket expenses incurred in performing Services and Products pursuant to an Addendum, including but not limited to mileage, airfare, car, hotel and meal expenses.
- 4) **PAYMENT.** Unless otherwise stated in an Addendum, payment is due upon receipt of invoice from Imagine IT. If payment is later than 30 days Imagine IT may, with notice to Client and opportunity for Client to cure, suspend or withdraw Products or Services. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys’ fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY Client.**
- 5) **AUTHORIZED CONTACT PERSON.** Client shall designate one authorized contact person (“Authorized Contact”) with whom Imagine IT will conduct Service-related communications pursuant to each Addendum. In the event an Authorized Contact is not listed in an Addendum, the Authorized Contact shall be the signatory below. Imagine IT accept direction of the Authorized Contact, until Client notifies Imagine IT otherwise together with identifying the new Authorized Contact.
- 6) **WARRANTIES;** Imagine IT warrants that its technicians have the requisite qualifications and experience to provide the Services. **CLIENT EXPRESSLY AGREES THAT USE OF PRODUCTS AND SERVICES ARE AT CLIENT SOLE RISK. IMAGINE IT, ANY OF ITS LICENSORS, OR AFFILIATES, THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. IMAGINE IT MAKES NO OTHER SERVICE OR PRODUCT WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY.** Imagine IT’s liability, and Client’s sole and exclusive remedy, for a failure of this warranty shall be to terminate the Addendum pursuant to a written notice after providing Imagine IT notice of such breach in writing and a reasonable period of

time of at least 30 days to cure such breach. The foregoing remedy shall not be available if Client fails to provide a written notice of such breach within 30 days after delivery of the services to Client. It shall not be an Imagine IT breach if Client, its contractors, or agents, modified any Imagine IT Products or Services except as authorized by Imagine IT in writing.

- 7) LIMITATIONS OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ADDENDUM, INCLUDING ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO IMAGINE IT FOR THE SERVICES (BUT NOT PRODUCTS) DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL NOT APPLY TO CLAIMS MADE WITHIN THE AVAILABLE COVERAGES OF IMAGINE IT'S PROFESSIONAL LIABILITY INSURANCE, PROVIDED THE CLAIM IS ACCEPTED FOR COVERAGE BY IMAGINE IT'S INSURANCE CARRIER. Imagine IT shall not be liable for delay in performance or nonperformance of any term or condition of this MSA directly or indirectly resulting from lack of full and free access to System or Premises. THIS LIMITATION OF LIABILITY REPRESENTS A BARGAINED FOR EXCHANGE AND IS A MATERIAL COMPONENT TO THE CALCULATION OF FEES BY IMAGINE IT. NOTWITHSTANDING FOREGOING, IMAGINE IT SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH WERE CAUSED OR WOULD HAVE BEEN PREVENTED BY PRODUCTS OR SOFTWARE OFFERED TO CLIENT BY IMAGINE IT FOR WHICH CLIENT DECLINED OR DELAYED IMPLEMENTATION OR FOR THE INTENTIONAL CRIMINAL ACTS OF THIRD PARTIES.
- 8) INDEMNIFICATION. Each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the negligent acts, negligent omissions or intentional wrongful misconduct of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors, and from any Damages arising from or related to the Indemnifying Party's uncured, material breach of this MSA. Wrongful misconduct shall include infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work.
- 9) COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY. Client shall be responsible for software licenses for software installed on the System and warrants Client is authorized to use all software installed or stored on the System and, upon request will provide evidence of licenses to Imagine IT. Imagine IT shall not be required to provide Services for any portion of the System on which unlicensed software is installed. Each party owns and retains all intellectual property rights in and to its works of authorship, plans, software or software modifications which may not be distributed or sold by the other in any form or manner. Client may use and modify any intellectual property provided to Client by Imagine IT pursuant to this MSA, provided Client (i) does not infringe upon the intellectual property rights of any third party, (ii) does not reverse engineer Imagine IT's intellectual property, and (iii) does not negatively impact the security or integrity of any of Imagine IT's equipment, or Imagine IT's provision of Services. Each party's limited right to use the other party's intellectual property as described herein automatically terminates upon the termination of an applicable Addendum and this MSA.
- 10) TERMINATION.
 - a) Cause. Either party may terminate an Addendum for a material breach of the performance obligations hereunder ("Cause") by first providing the other party a thirty (30) day written notice setting forth the basis for such proposed Cause and an opportunity to cure. If the basis of the Cause is not remedied within the thirty day written notice period, the particular Addendum for which the Cause existed may be terminated by the nonbreaching party. Imagine IT may, in addition to any other remedy, terminate or suspend Products or Services if Client fails to make timely payment within 15 days of written notice. A reactivation fee equal to the greater of ten percent of the fees associated with the Addendum applicable or the actual costs reasonably incurred by Imagine IT in restoring Services shall be paid by Client. Imagine IT shall have no liability for any suspension of services based upon Client financial breach.
 - b) Equipment Removal. Upon termination of an Addendum for any reason, Client shall provide Imagine IT with access, during normal business hours, to Client's premises (or any other locations at which Imagine IT-owned equipment is located) to enable Imagine IT to remove all Imagine IT-owned equipment (if any) from Client's premises.
 - c) Transition. If Client requests Imagine IT's assistance to transition to a new service provider and (i) all fees due and owing to Imagine IT under this MSA are paid by Client, Imagine IT shall provide such assistance upon Client's payment, in advance, an amount which Imagine IT estimates is required to facilitate transition assistance at Imagine IT's then-current hourly rate. Imagine IT shall reconcile actual charges for transition to new service provider with the prepaid amount described above within thirty (30) days of completion of transition assistance. Imagine IT shall have no obligation to store or maintain any Client data in Imagine IT's possession or control for more than fifteen (15) days following the expiration or termination of an applicable Addendum. Imagine IT shall be held harmless for and indemnified by Client against any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, Imagine IT's deletion of Client data beyond the time frames

described in this Section.

- d) Early Termination and Reimbursement of Costs. An Addendum may be terminated early by either party by submitting written notice of the intent to terminate the Addendum to the other party, at least sixty (60) days in advance of the termination date. If the termination is by Client and not for Cause or is by Imagine IT and resulting from a breach by Client, Client shall pay:
 - i) a termination fee equal to thirty five percent (35%) of the average fees paid by Client per month over the prior 12 months for each month remaining in the Addendum Term;
 - ii) any unpaid monthly fees due through the termination date of the Addendum; and
 - iii) all amounts for Products, vendor service and equipment commitments made by Imagine IT in order to provide Services to Client for (a) the remainder of the Term, or (b) the termination fees required by vendors of Imagine IT to terminate such commitments, whichever is less. Some vendors, i.e. Microsoft, do not allow early termination of license fees and Client understands and consents to payment of the licenses for the remainder of the license term.

11) CONFIDENTIALITY.

- a) Defined. Confidential Information shall mean any and all non-public information provided to Imagine IT by Client, including but not limited to Client's customer data, personally identifiable information, employee information, customer lists, internal Client documents, and related information. Confidential Information shall not include information that: (i) has become part of the public domain through no act or omission of Imagine IT, (ii) was developed independently by Imagine IT, or (iii) is or was lawfully and independently provided to Imagine IT prior to disclosure by Client, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b) Use. Imagine IT shall keep Client's Confidential Information confidential and shall not use or disclose such information to any third party for any purpose except as needed to perform hereunder. If Imagine IT is required to disclose the Confidential Information to any third party, then Imagine IT shall ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section.
- c) Due Care. Imagine IT shall exercise the same degree of care with respect to the Confidential Information it receives from Client as Imagine IT normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases shall be at least a commercially reasonable level of care.
- d) Compelled Disclosure. If Imagine IT is legally compelled by subpoena or similar process to disclose Confidential Information, Imagine IT shall notify Client in writing so that Client may seek a judicial remedy. Imagine IT will cooperate, at Client's expense, with Client efforts to obtain judicial relief. Failing Client securing judicial relief, Imagine IT may disclose, without liability hereunder, that portion of the Confidential Information that it is legally compelled to disclose.
- e) Any material produced by Imagine IT on behalf of the Client including but not limited to quotes, orders, and pricing received from Imagine IT should not be shared externally by Client.

12) MISCELLANEOUS.

- a) Assignment. This MSA may not be assigned or transferred without the prior written consent of the other party. This MSA shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Imagine IT may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.
- b) Amendment. No amendment or modification of this MSA or any Addendum shall be valid or binding upon the parties unless such amendment or modification specifically refers to this MSA, is in writing, and is signed by each party.
- c) Time Limitations. The parties mutually agree that any action for breach of or upon a matter arising out of this MSA or any Addendum must be commenced within one (1) year after the cause of action accrues or the action is forever barred.
- d) Severability. If any provision hereof or any is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility, or unenforceability so that the remainder of that provision and all remaining provisions of this MSA or any Addendum shall be valid and enforceable to the fullest extent permitted by applicable law. Such unenforceability shall not affect any other provision of this MSA, and the MSA shall be construed as if such an unenforceable provision or provisions had never been included in this MSA.
- e) No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this MSA, the temporary or recurring waiver of any term or condition of this MSA, or the granting of an extension of the time for performance, shall not constitute an MSA to waive such terms with respect to any other occurrences.
- f) Merger. This MSA, together with Addendums incorporated by the parties into the MSA, sets forth the entire understanding of the parties and supersedes prior agreements related to the Services or Products. Any document that is not expressly and specifically incorporated into this MSA shall act only to provide illustrations or descriptions of Services to be provided and shall not act to modify this MSA or provide binding contractual language between the parties. If any provision herein be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that

any provision is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- g) Force Majeure. Imagine IT shall not be liable to Client for delays or failures to perform its obligations under this MSA or any because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, epidemic, pandemic, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of Imagine IT.
- h) Placement Fee. Client agrees that during the term of this MSA and for a period of one (1) year following the termination of this MSA, Client will pay Imagine IT the Placement Fee (defined below) for, individually or in conjunction with others, hiring or retaining, directly or indirectly any of Imagine IT's employees or subcontractors ("Imagine IT Resource") in order to compensate Imagine IT for the internal and external costs of recruitment, interviewing, placement expenses, training, certification and other efforts of Imagine IT relative to such person. "Placement Fee" means one hundred fifty percent (150%) percent of that employee or subcontractor's annualized compensation with Imagine IT (including any bonuses) which shall be due and payable 15 days following Client's hiring of Imagine IT Resource.
- i) Governing Law; Venue. This MSA shall be governed by, and construed according to, the laws of the State of Kansas. Client hereby irrevocably consents to the exclusive jurisdiction and venue in the state and federal courts of the State of Kansas for any and all claims and causes of action arising from or related to this MSA. Other than for payment obligations of Client for Products or Services provided pursuant to this MSA or incorporated Addendum, no action or other proceeding of may be commenced by either party.
- j) Cyber insurance. Upon execution of any Addendum, Client will, at Client's expense, maintain cyber insurance covering Client's System with financially sound and reputable insurers. Upon request, Client will provide Imagine IT with a certificate of insurance from Client's insurer evidencing the insurance coverage. Imagine IT shall maintain professional liability insurance, including technology errors and omissions and cyber incident response coverages, with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, and upon request from Client will provide Client with a certificate of insurance evidencing the insurance coverage.
- k) No Third-Party Beneficiaries. The Parties have entered this MSA solely for their own benefit. They intend no third party to be able to rely upon or enforce this MSA or any part of this MSA.
- l) Notices. Generally, notices and communications may be exchanged between the parties by electronic mail ("email"), provided that the emails are sent by the sender to the last known email address of the recipient. Notwithstanding the foregoing, notices relating to a material breach or termination of this MSA or any Addendum, must be sent in writing. Email shall be deemed delivered one (1) business day after the email is sent to the recipient; written notice shall be deemed delivered three (3) business days after such notice is deposited in the United States Mail, first class and return receipt requested, or one (1) day following delivery when sent by FedEx to the addresses set forth in the opening paragraph of this MSA, or to such other address(es) as the parties may designate from time to time.
- m) Independent Contractor. Imagine IT is an independent contractor and not an employee, partner, or joint venturer. Imagine IT may subcontract part or all of the Services to one or more third parties provided, however that Imagine IT shall be responsible for, and shall guarantee, all work performed by any Imagine IT-designated subcontractor as if Imagine IT performed such work itself. Imagine IT may serve as a representative of Client when authorized in writing by Client. Notwithstanding the foregoing, Imagine IT shall not delegate or subcontract any Services that are expressly designated as being non-delegable by Client in an Addendum.
- n) Captions. All captions, headings, and subheadings in this MSA are included for reference only, and in no way define or otherwise modify the terms of this MSA.

IT Managed Services Addendum (support services start 1/1/2025)

 This Managed Services Addendum ("Addendum") is incorporated into and made a part of the Master Services Agreement ("MSA"). The parties agree:

1. Capitalized terms have the meaning set forth in the MSA or herein.
 2. This Addendum shall commence on the "IT Managed Services Addendum" estimated support services start date above ("Effective Date") and continue for a period of one (1) year ("Initial Term") and shall automatically renew for successive periods equal to the Initial Term and each such renewal shall be a "Renewal Term" in accordance with the MSA.
 3. In return for Client paying monthly in advance for IT Managed Services referenced in the Monthly Costs section above, Imagine IT will provide Support and Services for Imagine IT approved stack items in Exhibit A, and "Standard Services" as described below for:
 - Existing sites.
 - Existing servers and computers under manufacturer warranty.
 - Existing users.
- a. Increases of sites, servers or users, or high service utilization, may result in increased monthly fees during the current Term.

Standard Services include the following items:	Check all that apply
Service Desk Support <ul style="list-style-type: none"> ● IT support desk remote support ● Online customer portal for managing service tickets, devices, and Microsoft subscriptions ● Procurement of new technology upon request 	X
Onsite Support <ul style="list-style-type: none"> ● Onsite support services during help desk support hours after remote diagnosis and attempted remote remediation 	X
Core System Infrastructure <ul style="list-style-type: none"> ● Firewall management ● WiFi and Switch management ● Disk space monitoring ● Asset and lifecycle management 	X
Basic Security <ul style="list-style-type: none"> ● Entry-level antivirus and management ● Weekly Microsoft patching, 3rd party patching supported tool ● Firewall management (a current subscription is required) ● Support for Imagine IT deployed MFA, VPN, Disk 	X

Encryption	
Data Backup Management <ul style="list-style-type: none"> Daily backup system management for premise, Microsoft Azure, Microsoft 365, and Google Workspace – requires Imagine IT stack solution from Exhibit A (separate service cost) 	X
Account Management <ul style="list-style-type: none"> Recurring technology planning and budget meetings with assigned Business Relationship Manager 	X
Additional Services (billed separately): <ul style="list-style-type: none"> Many of these services are consumption based and the charges may vary month to month 	Check all that apply
Security Shield "Essentials" <ul style="list-style-type: none"> Computer Threat Detection & Response M365 Threat Detection & Response Dark web monitoring Next-Gen EDR Antivirus management Security Awareness Training & Phishing Simulations Human-Led Neutralization 24/7 of computers & M365 Human-Led Proactive Threat Hunting Premise office DNS security Monthly External vulnerability scanning & analysis Analysis of phishing email requests Incident response and remediation (up to 10 hours labor covered per incident) <ul style="list-style-type: none"> This does not cover investigation nor remediation labor related to home or unprotected computers, websites, ecommerce, or other systems outside of the Shield protection capabilities Cyber Insurance form-filling assistance (remediation billed separately) Compliance form-filling assistance up to 2 hours (remediation billed separately) <ul style="list-style-type: none"> PCI-DSS CJIS All other compliance types are out of scope 	X
Security Shield "360" Addon <ul style="list-style-type: none"> Managed Incident Response Planning 	

<ul style="list-style-type: none"> ○ Platform, biannual rehearsals ● Managed Penetration Testing <ul style="list-style-type: none"> ○ Annual test (choose internal or external) and analysis (remediation out of scope) 	
<p>vCIO</p> <ul style="list-style-type: none"> ● Engagement to elevate and maintain technology alignment with the business goals 	
<p>Backups - Premise/Azure</p> <ul style="list-style-type: none"> ● Copies digitally stored information separate and offsite from the original, for the operating system, applications and data, and entails monitoring and remediation of the backup solution for premise or Azure, whichever is applicable 	X
<p>Backups - Microsoft 365</p> <ul style="list-style-type: none"> ● Copies digitally stored data to a 3rd party datacenter, and entails monitoring and remediation of the backup solution for Microsoft 365 	X
<p>Managed Firewall</p> <ul style="list-style-type: none"> ● Subscription, and monitoring and maintenance for firewall appliances 	
<p>Multi-Factor Authentication Licensing</p> <ul style="list-style-type: none"> ● Subscription for the MFA user licenses 	
<p>Microsoft Azure Servers</p> <ul style="list-style-type: none"> ● Client servers hosted in Microsoft Azure 	
<p>Streamline IT</p> <ul style="list-style-type: none"> ● Dedicated service ticketing board utilizing software for processing and recording support issues and to assist in managing service tickets for onsite IT staff 	
<p>User Training Platform</p> <ul style="list-style-type: none"> ● Online customer portal with thousands of training videos 	
<p>Password Management System</p> <ul style="list-style-type: none"> ● Online portal for securely saving and generating passwords 	

<p>Network Detection Appliance</p> <ul style="list-style-type: none"> • Appliance that monitors the network for suspicious traffic 	
<p>Incident Response Planning (IRP) & Rehearsals</p> <ul style="list-style-type: none"> • Quarterly program to creating and updating the IRP, and performing an annual rehearsal/tabletop 	
<p>Managed Penetration Testing</p> <ul style="list-style-type: none"> • Annual program to perform a Penetration Test (internal or external), and a post-remediation verification test 	
<p>Microsoft 365 CSP Licensing</p> <ul style="list-style-type: none"> • Various subscriptions and management of licenses for Microsoft 365 users 	X
<p>Unique Client Systems Supported</p> <ul style="list-style-type: none"> • Support for systems listed in the chart immediately below will be included with IT Managed Services unless otherwise noted. The listed systems must be under an active support contract with the manufacturer/vendor, else all applicable services will be billable out of scope 	Scope of Support
None	

4. Service Level Objectives (“SLO”)

a. Response time

a. Remote response during remote business hours (6a-6p Central, M-F):

- i. Urgent issue impacting multiple users = 1 hour.
- ii. Urgent issue impacting a single user = 2 hours.
- iii. Lower-urgency issue = 1 business day.
- iv. Other various non-urgent issues that may be scheduled up to 3 days out or longer.

b. Onsite response (if selected) during onsite business hours (9a-5p Central, M-F):

- i. Server / network down issues, a technician will be dispatched within 1 hour if onsite is necessary.
- ii. All other issues will have response times at the reasonable efforts of Imagine IT.

5. Support hours

- a. Service Desk Support services during the hours of 6a-6p Central Standard Time Monday-Friday, excluding Imagine IT holidays which are considered “After-Hour” support.

6. “After-Hour” Support

The following provisions set forth the conditions by which Imagine IT may provide services and support for Client’s technology systems outside of normal business hours (defined above). Imagine IT may provide Client with support services for issues that occur and for which notification is provided to Imagine IT outside normal business hours. Parties agree that after-hour services shall be provided with the following assumptions:

- a. SLA:
 - i. Initial response will be received by Client's contact within one (1) hour of request for after-hour service.
 - ii. Urgent issues will be escalated if not resolved within two(2) hours of starting work unless waiting on Client.
- b. Services shall be requested using the designated Emergency After-Hour procedure provided to Client. Requests for service otherwise communicated to Imagine IT shall not be subject to the one-hour response objectives.
- c. A one-hour minimum charge for service time shall be applied to all after-hour support requests.
- d. Service time associated with after-hour requests will be invoiced to Client at the applicable multiple for such service based on the then-current base rate and time of service (2x base per hour Monday-Friday from 6:01p-9p, Central Time, and 2x base per hour any other time and on Imagine IT holidays). Imagine IT holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Day. If the holiday falls on a weekend, the observed day will be on the preceding Friday or following Monday.

7. Client shall:

- a. provide and maintain an environment meeting product specification and work with Imagine IT to replace out of warranty or end of life systems;
- b. maintain adequate, verified backup copies of all software (i.e., operating system, application, and data files) on suitable media;
- c. utilize Imagine IT backup system for premise, Azure, AWS, and Microsoft 365 / Google Workspace;
- d. provide prepayment for recurring services;
- e. maintain sufficient licensing;
- f. provide remote access to machines with heat, light, and power at no charge;
- g. appoint a trained Client representative familiar with the correct operation of the products and available to Imagine IT to assist with Services hereunder;
- h. pay for any media, shipping, downloading, installation, or other related costs required in obtaining maintenance releases and patches;
- i. allow installation of monitoring, remote access and any other software deemed necessary by Imagine IT to maintain and support the systems covered hereunder;
- j. assume all risks related to unmanaged devices and Bring Your Own Devices (BYOD);
- k. shall subscribe and keep current maintenance/support agreements with the manufacturer of the products Imagine IT supports and allow Imagine IT to contact the manufacturer on your behalf;
- l. with respect to software of third-party manufacturer provided to Client through Imagine IT, further:
 - i. agree to third party manufacturer licensing terms (i.e. Microsoft), including under the Microsoft New Commerce Experience program, and such terms are incorporated into this Addendum by reference;
 - ii. make Imagine IT "Partner of Record" or equivalent with such third-party manufacturer in Client's service portal or equivalent;
 - iii. consent to licenses purchased under this Addendum as non-refundable, non-resaleable, and non-transferable;
 - iv. pay Imagine IT (even if Client secures another service provider) for the number of initial or additional licenses Client requests for the entire term or renewal term of the third party manufacturer in accordance with such third party manufacturer's current policies and pricing (which may be changed by the third party manufacturer) and any price increase or additional charges implemented by such third party manufacturer, which shall be reflected on Client's account and charged to Client accordingly and are required to pay for such licenses in full until the expiration of the license terms;
 - v. not decrease, cancel or transfer licenses at any time if not allowed by the vendor;
 - vi. add additional licenses pursuant to the foregoing and subject to all the terms of this Addendum and shall renew or expire as though purchased as of the Addendum Effective Date;
- m. adhere to the payment terms:
 - i. Imagine IT recommends Client sign up for automated payments via our Payment Portal and PREPAY for each of recurring service.
 - ii. Paper checks are highly discouraged as a form of payment. Instead, manual payments can be made via our Payment Portal.
 - iii. Monthly agreement invoices are due on invoice date, which is the first day of the next month of service. These invoices are typically sent 10 days before the due date.
 - iv. Misc invoices are due NET15, and commonly include merchandise, or project labor.

- v. Invoices that become 15 days past due will generate an email reminder to Client.
- vi. Invoices that become 30 days past due will place Client on Credit Warning until resolved.
- vii. Invoices that become 60 days past due will place Client on Credit Hold, causing all services to be paused until resolved. Imagine IT reserves the right to disable Microsoft 365 services, backups, and cloud servers until Client account is returned to good standing.
- viii. Client is to request a bill pay account at <http://billpay.imagineiti.com>

8. Additional Terms

- a. User and server counts may not be reduced if third party manufacturer prohibits reduction (i.e. Microsoft 365). Increases in license fees by third party vendors after the Effective Date shall be paid for by Client.
- b. Any services outside the scope of this Addendum are excluded and may be supplied by Imagine IT pursuant to the MSA at its regular billing rates, including:

1. Upgrade to minimum standards required for Services;
2. Training services of any kind, including audit functions;
3. Changes required by modifications to Client's environment or system by parties other than Imagine IT;
4. Consumables, parts, equipment, cabling, hardware repair and/or replacement of Client owned equipment;
5. Software, licensing, or software renewal or upgrade fees unless specified herein;
6. Other services which are impractical for Imagine IT, such as, alteration of products (i.e., custom programming);
7. Implementation or expansion of Client systems to new location;
8. Personal devices of employees;
9. Services to remediate issues related to upgrades, configuration changes, customizations performed by Client, cyber security breaches, technicians not employed by or contracted by Imagine IT;
10. Reformatting equipment no longer under manufacturer warranty;
11. Rectifying damages or lingering issues resulting from malware, ransomware, or similar, occurring prior to inception of this Addendum;
12. Recovery from any form of IT security or malware or phishing incident;
13. Hardware additions, reallocations, removal or changes;
14. Hardware or operating system work related to out-of-warranty computers;
15. Project pre-sales engineering or discovery related work;
16. System or hard drive upgrades, computer reloads or reimaging;
17. Office moves or expansions;
18. Conference room setups and support;
19. Web or application development or changes;
20. Printer repair, maintenance, cleaning, paper management;
21. Support for software out of manufacturer support;
22. Non-automated reporting and the manual compilation of automated reports (patching, security, web filtering, activity, backups, user & device lists, software, permissions);
23. Disaster recovery, and disaster recovery testing;
24. Merger and acquisition, or dissolution related projects;
25. Audit, compliance forms & tasks, insurance forms, and related reporting and remediation;
26. Legal, forensics, and related reporting and remediation;

Exclusions listed on Exhibit A, as updated at <http://www.imagineiti.com/managed-services-requirements-exclusions/>

Exhibit A Technology Stack

Approved = Imagine IT will deploy and support (Imagine IT instances only)

Supported = Imagine IT will not deploy, and will only support for a limited time

Directory

- Approved: Windows Active Directory
- Approved: Azure Active Directory
- Not Supported: Lack of Microsoft Active Directory System

Premise/Azure Backup

- Approved: Datto SIRIS/ALTO appliance, Acronis to Cloud, Azure built-in backup
- Approved: Acronis to Cloud

Office 365 / Google Workspace Backup

- Approved: Datto SaaS

Server

- Approved: Lenovo
- Supported: HP, Dell
- Operating System: must be a version supported by Microsoft
- RAID: 1, 6, or 10
- Hot Spare Drive

Hypervisor

- Approved: Microsoft, VMware (must have an active Essentials or higher subscription for each host)

SAN

- Approved: Lenovo
- Supported: HP

NAS

- Approved: None

UPS

- Approved: CyberPower, Eaton
- Supported: All business class
- Scaled for at least 20-minute runtime

Firewall

- Approved: WatchGuard, Fortinet
- Supported: Meraki
- Subscription Type: Current UTM subscription

SIEM / Intrusion Detection

- Approved Premise: Huntress EDR / Huntress SIEM
- Approved M365: Huntress ITDR
- Supported M365: Microsoft Defender for Cloud Apps

Switch

- Approved: HP, TP-Link
- Supported: Ubiquiti, Fortinet
- Type: Managed PoE+ Gigabit or higher

WiFi Network

- Approved Access Point: TP-Link, Ubiquiti
- Supported Access Point: Meraki, Sophos
- Supported Point-to-Point: Ubiquiti
- Standard: WiFi 6 (802.11ax) or higher
- Controller Type: Cloud
- Security Type: RADIUS with separate Guest network, with staff cell phones connected to the Guest network or not at all

Network Wiring

- Approved: CAT6 or higher to a mounted and labeled Patch Panel, and Wall Jacks labeled

Desktop / Laptop / Thin Client

- Approved Device: Lenovo, Mac, Chromebook
- Supported Device: HP, Dell
- Operating System: Business Class, under manufacturer support
- Grade: Business Class w/TPM
- CPU: i5 or higher
- Hard Drive: Solid State
- Warranty: Required for service covered by Agreement
- Availability: A quality spare desktop/laptop on premise

Microsoft Office

- Approved Version: must be a version supported by Microsoft
- License Type: O365

Printer

- Connectivity Type: Wired Ethernet

Smartphone / Tablet 365 Sync

- Approved: Android, iOS

Primary Internet Connection

- Approved Type: High bandwidth, symmetrical (if possible), low latency

Line of Business Application

- Supported: Must be able to receive manufacturer support & patches

Website

- Required Hosting: 3rd party hosted and under website maintenance contract

Email System

- Approved: Microsoft 365
- Supported: Google Workspace

Cloud Document Storage

- Approved: SharePoint / OneDrive
- Supported: Google Drive (via Google Workspace)

Antivirus

- Approved: Microsoft Defender
- Supported: Sophos Intercept X

Patching

- Approved: ConnectWise Automate, Ninite

Web Content Filtering

- Approved: Cisco Umbrella
- Advanced: Cisco Umbrella Agents
- Supported: WatchGuard

SPAM Filtering

- Approved Advanced Screening: Defender for Office 365
- Advanced Configuration: SPF, DKIM, DMARC (set to Reject), plus External Sender banner

Multi-Factor Authentication (MFA)

- Approved: Duo, Microsoft

Disk Encryption

- Approved: BitLocker, Mac built-in

Message Encryption

- Approved: Office 365 Message Encryption

Data Loss Prevention (DLP)

- Approved: Office 365 Data Loss Prevention

Email Archiving

- Approved: Office 365 Exchange Online Protection (EOA)
- Supported: Dropsuite Compliance, Smarsh (direct to Smarsh)

Password Management System

- Approved: PassPortal

Privileged Access Management System

- Approved: AutoElevate

Threat Hunting / MDR

- Approved: Huntress EDR
- Supported: Sophos MDR Complete

Dark Web Monitoring

- Approved: Dark Web ID

Security Awareness Training

- Approved: Huntress SAT
- Supported: Sophos Phish Threat

Professional Services Automation (PSA)

- Approved: ConnectWise PSA

Remote Monitoring & Management (RMM)

- Approved: ConnectWise Automate

Remote Access System

- Approved: ConnectWise Control
- Supported: Splashtop

Datacenter Hosting

- Approved: Microsoft Azure

Telephony

- Supported: None

IP Video

- Supported: None

Video Conferencing

- Supported: None

Document Management

- Supported: None

Onboarding & Partner Agreements (Preliminary Proposal)



Prepared by:

Imagine IT, Inc.

Peter Durand
952-905-3710
pdurand@imit.com

Prepared for:

City of Edgerton

404 East Nelson St.
Edgerton, KS 66021
Kara Banks
(913) 302-3962
kbanks@edgertonks.org

Quote Information:

Quote #: 012248

Version: 1
Delivery Date: 10/18/2024
Expiration Date: 11/17/2024

Quote Summary

Description	Amount
Initial Projects (progress billed)	\$4,350.00
Total:	\$4,350.00

Monthly Expenses Summary

Description	Amount
Managed Services Monthly Costs (billing starts 12/1/2024)	\$1,638.00
Security Shield Essentials Program Monthly Costs (billing starts 1/1/2025)	\$702.00
Microsoft 365 Security Subscriptions	\$81.60
Immutable Backup Subscriptions	\$323.00
Monthly Total:	\$2,744.60

Recurring MSP Agreement invoices are due on invoice date; all others NET 15 days. Hardware is invoiced upon receipt; project progress billing is sent monthly. Taxes, shipping, handling and other fees may apply. Leasing options are estimated. Imagine IT reserves the right to cancel this proposal due to pricing change or product availability at any time prior to acceptance by both parties. All products are custom ordered. If client wishes to return, cancel or change products after proposal acceptance, a restocking fee equal to 10% of returned products, excluding sales tax, will be assessed. Returns for defective products must be made within 30 days of delivery. The products proposed herein are subject to the manufacturer's warranty. Imagine IT does not warrant any products against manufacturer defect.

Imagine IT, Inc.

City of Edgerton

Signature: *Peter Durand*
 Name: Peter Durand
 Title: CTO
 Date: 10/18/2024

Signature: _____
 Name: Kara Banks
 Date: _____
 PO Number: _____

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Administration

Agenda Item: Consider Agreement with Gardner Disposal for Solid Waste Collection and Disposal Services for January 1, 2025 through December 31, 2027

Background/Description of Item:

Since 2015, the City of Edgerton has contracted with Gardner Disposal to provide residential solid waste collection and disposal services. That contract has been renewed three times. The contract signed in 2021 includes term language that allows for a two-year contract extension. After discussions with the Governing Body, staff was directed to negotiate an extension.

Gardner Disposal had not increased costs for solid waste service since 2015. The current contract includes the following fees:

Residential pickup: \$15.00 per month
Additional trash carts: \$5 per trash container
Additional recycling carts: \$1 per container
Additional trash stickers: \$1.50 per sticker

The new agreement does include increases to account for inflation and economic pressures:

Residential pickup: \$22 per month
Additional trash carts: \$7.50 per trash container
Additional recycling carts: \$3.00 per recycling container
Additional trash stickers: \$2.00 per sticker

To date, City Council has defrayed the cost to residents by paying for half of the monthly pick-up charge, most recently approved under Resolution No. 01-08-15A. If this contract is approved, Staff will bring forward a new resolution at the November 14th City Council meeting to increase the subsidy by \$3.50. Residents will then see an increase in trash costs from \$7.50/month to \$11/month.

The residential solid waste collection and disposal service would remain the same as currently provided to residents. The service includes one (1) 95-gallon container for refuse and one (1) 65-gallon container for recyclables. All refuse must fit inside the container provided or have a sticker purchased for additional bags. Recyclables are unlimited. The service provides curbside

collection of residential yard waste including grass, plant clippings, leaves and limbs once per week. During normal months the limit is eight (8) yard waste items. During the months of March, April, August, September, October and November the limit is twelve (12) items.

Finally, the service includes the pickup of one item weighing up to 100 pounds per dwelling per week at no additional charge. The item must fit inside the truck when cycling. This is a change from previous years when crews would only pick up one furniture item per week.

Staff recommends approval, pending City Attorney review, as the experience with Gardner Disposal has been favorable. The draft agreement with Gardner Disposal is attached. The term of the Agreement as drafted is January 1, 2025 through December 31, 2027.

Related Ordinance(s) or Statue(s):

Funding Source: General Fund and Sewer Fund

Budget Allocated: General Fund: \$166,270
Sewer Fund: \$26,160

Finance Director Approval: 
Karen Kindle, Finance Director

Recommendation: Approve Agreement with Gardner Disposal for Solid Waste Collection and Disposal Services for January 1, 2025 through December 31, 2027 and Authorize Mayor to Sign Pending City Attorney Review

Enclosed: Agreement for Solid Waste Disposal Services

Prepared by: Kara Banks, Assistant to the City Administrator



CONTRACT BETWEEN EDGERTON AND GARDNER DISPOSAL SERVICES, INC.

FOR

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES

EFFECTIVE January 1, 2025

THIS CONTRACT, made and entered into this 24th day of October 2024, to be effective January 1, 2025, by and between the City of Edgerton, Kansas ("City") and Gardner Disposal Services, Inc. ("Contractor").

WITNESSETH:

WHEREAS, Contractor was the low bidder to be the exclusive provider for curbside collection of residential solid waste, unlimited recyclable materials, segregated yard waste, special/bulk items and collection service for city facilities; and

WHEREAS, Article 5 of Chapter VIII of the City Code allows the City to contract with a Contractor for collection of solid waste within the corporate boundaries of the City; and

WHEREAS, the City and Contractor agree that the rates paid to Contractor as set forth herein, will not be changed until the expiration of this Contract, unless Contractor and the City agree otherwise in writing.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto mutually promise, covenant, and agree as follows:

1. Term. Subject to the Kansas Cash Basis law, the Contract term shall be three (3) years and shall initially run from January 1, 2025 through December 31, 2027. The Contract may be terminated at the end of the Contract term unless the City and Contractor have mutually agreed upon an extension no later than four (4) months prior to the expiration date, unless otherwise agreed upon by the parties. All subsequent contract extensions, if any, shall be in increments of two (2) years. Should the parties fail to reach an agreement on either termination or extension by December 31, 2027 the parties agree that following the end date of the Contract the Contract shall become a month to month agreement at the rates in place at that time until the Contract is either terminated or extended.

2. Scope of Work. During the term of this Contract, the Contractor shall collect, remove and dispose of all residential solid waste, garbage, trash, and recyclables (as defined by Johnson County regulations on mandatory recycling) in the City, and shall furnish all labor, vehicles, tools, equipment and any other necessary facilities thereof in accordance with the terms and conditions of this Contract, and all applicable federal, state, and local laws. During all times that Contractor is under contract with the City, Contractor shall maintain its license with Johnson County, Kansas, and shall comply with all Johnson County solid waste regulations that Johnson County has mandated are to be complied with by the City, and pay all applicable taxes required by the City, County or the State of Kansas.

The specific work under this Contract shall consist of the items contained in **Exhibit A** hereto, including all incidentals necessary to fully complete said work in accordance with the Contract.

The work under the Contract does not include the collection and disposal of any increased volume resulting from a flood, tornado, or similar or different acts of God over which the Contractor has no control. In the event of such a flood, tornado or other acts of God, the Contractor and the City will negotiate the payment to be made to the Contractor, if the Contractor and the City agree that such increased volume is to be handled by the Contractor. Further, if the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules as mutually agreed to by the City and the Contractor.

3. Compensation to Contractor. The City will pay Contractor, for services rendered, within thirty (30) days following the end of the month. Such payment shall be based on the Rate Schedule (attached as **Exhibit B**) and the number of accounts established on the City's computerized utility billing systems. The City shall be billed for the number of accounts it provides to the Contractor. The Contractor shall bill and collect for Schedule I, II, III and IV services (set forth in **Exhibit A**) based on the Rate Schedule (set forth in **Exhibit B** hereto).

4. Operational Specifications. The following operational specifications shall apply to all solid waste collections. Specifications unique to Schedules I, II, and III are listed separately.

- a. Hours. Collection of solid waste shall not start before 7:00 a.m. or continue after 6:00 p.m. of the same day. Exceptions to collection hours shall be allowed only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. City facilities are open Monday through Friday from 8:00 AM to 4:30 PM excluding holidays. All collection at city facilities must be completed during normal city hours of operation.
- b. Routes. Collection routes shall be established by the Contractor subject to approval of the City Administrator. Contractor shall submit a map designating the collection routes for approval by the City Administrator, which approval shall not be unreasonably withheld.

The Contractor may from time to time propose changes to the routes or days of collection. Upon the City Administrator's approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected service locations.

c. Holidays. The City of Edgerton currently observes the holidays listed below. The City will notify Contractor of any future changes in holidays observed by the City. The Contractor may also observe all of the below mentioned holidays by suspension of collection services on the holiday, but such suspension in no manner relieves the Contractor of its obligation to provide collection service as provided in the Contract. To accommodate for the holidays mentioned below, the work schedule shall be moved to one (1) day after the holiday, so that every scheduled service location receives its normal level of service during the week. Services shall return to the normal work schedule the following week.

New Year's Day (January 1)
Martin Luther King Jr Day (3rd Monday in January)
Memorial Day (Last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (1st Monday in September)
Veteran's Day (November 11)
Thanksgiving (4th Thursday of November)
Day after Thanksgiving (4th Friday of November)
Christmas (December 25)

d. Account Management. The number of accounts (the number of customers served) will be set annually. The City may receive requests for service to additional service locations not initially included in the Contract. The City will investigate all requests for service and will make the determination of eligibility for service and thereupon notify the Contractor. The City may annex areas in the future. These areas will be added to the list of residences that require residential solid waste collection and disposal services. The City will provide the contractor ninety (90) days' notice of new accounts to be added. At the time this Contract is being entered into, there are approximately 638 active accounts.

The Contractor shall discontinue solid waste collection service at any unit as set forth in a written delinquent or termination notice sent by the City. Upon further notification by the City, the Contractor shall resume collection on the next regularly scheduled collection day. The City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractor's discontinuing service at any location at the direction of the City.

e. Hauling. All solid waste hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling, or blowing are prevented. The Contractor shall immediately clean up any leaking, spilled or blown items, particularly hydraulic fluid and petroleum products.

- f. **Complaints.** All complaints shall be received by the City and promptly provided to the Contractor. The Contractor shall be equipped with a local telephone and qualified attendants as may be necessary to receive and process complaints and service requests or receive instructions and directions from the City during the hours of 8:00 a.m. to 4:30 p.m. each and every working day during the term of this Contract, or any renewal thereof.

All complaints shall be resolved within twenty-four (24) hours of Contractor receiving notice of the Complaint from the City. The Contractor shall maintain forms or logs indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of the same. Such records shall be available for City inspection at all times during normal working hours. When a complaint is received on the day before a holiday or on a Friday, it shall be serviced by the Contractor no later than the next working day.

The Contractor will furnish to the City the following reports on a weekly basis: (i) a report of the service locations not served on the regular scheduled service day and reason service could not be given; and (ii) a report of the complaints received and the resolution of said complaints.

The City may require the Contractor to make personal supervisory contact to resolve a service complaint.

- g. **Public Notification.** The City shall notify its citizens of complaint procedures, rates, regulations and days for scheduled solid waste collection.

5. Contractor's Personnel. The Contractor shall assign an On-Site Superintendent, who shall be qualified to be in charge of the operations required by this Contract, and to serve as the liaison between the Contractor and the City. This person shall be present in the City limits during times of operation of the Contractor and shall serve as the contact for City staff to notify Contractor of complaints each week during weekly collection. Information regarding the experience and qualifications of the OnSite Superintendent shall be furnished to the City upon request.

Contractor's employees shall carry valid operator licenses for the type of vehicle they are driving. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex, or national origin. No Contractor personnel shall use alcohol or unlawful drugs while providing service under this Contract and, in the event of an accident by Contractor's personnel which causes

significant harm or damage to a person or property, Contractor shall immediately test personnel involved for alcohol or unlawful drugs as permitted by law, and share the results with the City Administrator.

6. Customer Service Requirements. Contractor shall provide high quality customer service, and shall:

- a. Treat all customers with dignity and respect.
- b. Treat customer's property with respect.
- c. Timely answer questions, comments, or complaints from customers.
- d. Replace the lid to containers, leave containers upright and out of the street and driveway, and not in a place that will impede access to mailboxes.
- e. Leave a note to the customer indicating problems with items that cannot be picked up.
- f. Immediately clean up leaks or spills, and pick up any trash dropped by the Contractor.

7. Title to Solid Waste. Title to solid waste shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a container, or removed by the Contractor from the residential unit, whichever last occurs.

8. Termination. This Contract may be terminated within seven (7) days of Contractor receiving written notice from the City that Contractor:

- a. Fails to substantially perform the work with adequate personnel or equipment;
- b. Fails to perform the work suitably or discontinues the performance of work;
- c. Fails to provide reasonable customer service;
- d. Becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency or allows any final judgment for the payment of money to stand against Contractor unsatisfied;

AND Contractor or its surety fails to correct such default, to the satisfaction of the City, within two (2) days of Contractor receiving the City's notice.

At any time, and without any required notice, City and Contractor may mutually decide to terminate the Contract, and upon what terms.

9. Termination Due to Lack of Funding Appropriation. If, in the judgment of the City Administrator and/or Governing Body, sufficient funds are not appropriated to continue the function performed in this Contract and for the payment of the charges hereunder, City may terminate this Contract at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least 30 days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any of Contractor's equipment, leased or otherwise, provided to the City under the Contract. City will pay to the Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.

10. Performance Bond. Contractor is required to furnish a Performance Bond to the City in the amount of twenty-five percent (25%) of the total annualized amount of this Contract (as calculated and determined by the City Administrator), and in accordance with Kansas Statutory requirements, guaranteeing faithful compliance with the terms of this Contract. The bond shall be written by an agent having an established office in Kansas.

11. Legal Compliance. In performing this Contract, Contractor will comply with all applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed, and all said laws, ordinances, rules, and regulations as they exist now or are amended in the future, shall apply to the Contract throughout, and they shall be deemed to be included in this Contract as though written out in full as part of this Contract. Equipment utilized by the Contractor must comply with all axle weight restrictions.

Notwithstanding the foregoing paragraph, any change in the existing City Charter or any ordinance of the City, shall not affect the validity of this Contract or alter, modify, or amend the obligations or duties of, or the privileges or benefits occurring to the Contractor hereof. But if any such changes result in a significant change in Contractor's obligations under this Contract, then City and Contractor will engage in good faith negotiation concerning adjusting the compensation paid to Contractor to reflect the changes in obligations.

12. Insurance.
The Contractor shall procure and maintain at its sole cost and expense, the following insurance coverage with minimum acceptable limits:

(1) COMMERCIAL GENERAL LIABILITY
\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent, and shall cover liability arising from premises, operations, independent contractors, products and completed operations, and personal and advertising injury. Such coverage shall also contain a "per project" aggregate endorsement. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copy of which is required to be attached to the certificate of insurance. Contractor shall maintain this coverage for itself and for all additional insureds for the duration of the contract.

(2) CONTRACTORS POLLUTION LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written as a separate policy (on either a claims-made or occurrence-based policy form) or an equivalent coverage extension within the General Liability policy. Coverage is to include:

- All of the services that such contractor provides to City as described within the full scope of work for this contract.
- Bodily injury, sickness, disease, sustained by any person, including death.
- Property damage to include physical injury to or destruction of tangible property including resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed, including diminution of value.
- Defense costs, charges and expenses incurred in the investigation, adjustment or defense of claims.
- Contractual liability coverage for liability assumed by the Contractor under this written contract
- Coverage for claims arising from owned and non-owned disposal sites utilized in the performance of this contract, if applicable.
- Shall name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsements CG 2010, or its equivalent, copy of which is required to be attached to the certificate of insurance. Contractor shall maintain this coverage for itself and for all additional insureds for the duration of the contract.

(3) AUTOMOBILE LIABILITY

\$1,000,000 Per Accident

Coverage shall apply to all owned, hired, and/or non-owned automobiles used in the completion of the work set forth in the contract. It shall also name City, its officers,

officials, employees, and agents as additional insureds. Policy shall contain CA9948 Endorsement.

(4)WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$1,000,000 Each Accident

\$1,000,000 Policy Limit - Disease

\$1,000,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether such persons come under the statutory requirements to carry this coverage.

(5)UMBRELLA / EXCESS LIABILITY

\$1,000,000 Per Occurrence

\$1,000,000 Aggregate

A combined single limit of excess liability to apply over and above General Liability, Contractors Pollution Liability, Auto Liability, and Employers Liability, with terms and conditions consistent with those of the underlying coverage, not any more restrictive. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured.

(6)WAIVER OF SUBROGATION

Contractor, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights of subrogation against City, its officers, employees, Mayor and City Council Members, volunteers and agents for recovery of damages applicable to commercial general liability, contractors' pollution liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(7)CERTIFICATE OF INSURANCE

Prior to commencing the work, Contractor shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Contractor's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above, with copy of the additional insured endorsement attached. Should any of the above-described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Contractor's policies to validate coverage in effect if certificates are ambiguous. If any portion of the work is to be subcontracted, Contractor shall require that the subcontractor(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance

provided to City evidencing same. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Contractor's obligations hereunder. And the fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Contractor shall notify City in writing as soon as possible after any bodily injury or property damage occurrence that could potentially lead to any lawsuit or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

13. Indemnity. Contractor will indemnify, defend, and save harmless the City, its officers, agents, servants, and employees from and against any and all Court actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from an alleged willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract.

14. Contract is Exclusive. The Contractor shall be the only person or organization authorized by the City to provide residential solid waste collection and disposal services within the City provided and paid for by the City, unless otherwise mutually agreed by Contractor and the City. It is the understanding and intention of the City and Contractor that this Contract shall not constitute a franchise, but rather a Contract for the collection and disposal of solid waste collected within the corporate limits of the City.

15. Transfer and Assignment. Other than by operation of law, no assignment of the Contract or rights accruing under this Contract shall be made in whole or in part by the Contractor without express written consent of the City. In the event of an assignment, the assignee shall assume the liability of the Contractor. The obligations of the Contractor are not to be sub-contracted, assigned, or transferred to any person or organization without first having obtained written consent of the City.

16. Solid Waste Management Act Data Submission Requirements. The Contractor shall be required to provide all data deemed necessary by the City to comply with the reporting requirements of the Solid Waste Management Act of 1989 (SB 111), as amended, or any other federal or state law or regulation. The Contractor is expected to be thoroughly familiar with reporting requirements mandated by law.

17. Modification to Rates. The Contractor shall provide and perform all of the work specified herein for the amounts indicated in the Rate Schedule (**Exhibit B**) for the duration of this Contract. It is expressly understood that the payments provided for in accordance with the Rate Schedule shall constitute full and complete payment to the Contractor for all services provided by the Contractor under this Contract.

18. Equal Employment Requirements. Contractor shall be an equal opportunity employer as defined by Section 1000 (e) of Chapter 21, Title 42, of the United States Code Annotated, and comply with Federal Regulations or acts regarding employment, but only if they apply to Contractor. Contractor shall also observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of this Contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry. In all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer", or a similar phrase that is acceptable to the Kansas Commission on Human Rights. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 1977 Supp. 44-1031, as amended, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the City. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission, which has become final, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended in whole or in part, by the City.

19. Entire Agreement. This Contract comprises all agreements between the parties, and shall not be amended unless in writing and agreed to by the parties.

20. Governing Law. This Agreement is entered into in the state of Kansas and shall be subject to the laws of that state in all matters of interpretation.

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

CITY OF EDGERTON, KANSAS

BY: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED AS TO FORM:

Todd Luckman for Stumbo Hanson,
LLP, City Attorneys

GARDNER DISPOSAL SERVICES, INC.

BY: _____
Tim Henry, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned Notary Public in and for the County and State aforesaid, appeared Tim Henry of Gardner Disposal Services, Inc., to me personally known, who being duly sworn did state that he has the authority to execute the foregoing document and that he acknowledged he fully understands the content and meaning of the within instrument and acknowledged that said instrument is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

EXHIBIT A

SCHEDULE I SPECIFICATIONS

RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS

In addition to the General Specifications, the following shall apply to Schedule I.

Scope of Work: The Contractor shall provide curbside collection of residential solid waste and recyclable materials once per week on a regularly scheduled day or days. Residential solid waste shall be collected using a volume-based rate structure by which the customer is charged based on the total volume or weight that is collected. Unlimited recyclable materials shall be collected.

Volume-Based Collection: The Contractor shall provide one 95-gallon container to each customer for curbside collection of solid waste. The base fee entered in the attached RATE SCHEDULE includes the collection of solid waste that fits inside the 95-gallon container with the lid securely closed. Any additional containers or bags may be collected by the Contractor if the container/bag is readily identifiable and is paid for by the customer. The Contractor will supply the City with the stickers, tags or other device to identify additional bags for purchase by the residents.

Recyclable Materials: The Contractor shall provide at least one 65-gallon minimum container to each customer for the curbside collection of unlimited recyclable materials. Collection of recyclable materials is not an optional service and must be included in the base fee for Schedule I. In accordance with the Johnson County solid waste regulations, the Contractor shall accept common recyclables such as food-grade plastics, cardboard, office paper, newspaper, chip board, phone books, junk mail, magazines and aluminum and steel cans.

Special Accommodation: Aged, feeble or handicapped customers for whom it would be impractical or difficult to transport the container to the curbside shall be served from their house side or where their containers are generally kept, provided the City shall provide a written list of such customers to the Contractor on a quarterly basis.

Containers: Any container provided by the Contractor for public use shall be of a uniform size, design and similar color as approved by the City Administrator. The Contractor shall provide smaller sizes or alternative designed containers (for solid waste and/or recyclable materials) sufficient to meet the needs of elderly and temporarily/permanently disabled residents upon written request from any such resident at no additional charge. The Contractor shall promptly replace any such container that has exceeded its useful life as a result of damage or age.

Disposal: Disposal shall be at any legally operated landfill permitted by the State of Kansas.

Excess Holiday Residential Refuse: During the week of December 26th through December 31st of each year of this Contract, the Contractor shall collect up to ten (10) additional bags of refuse from each dwelling unit as part of the base fee without the stickers, tags or other device typically needed for collection.

SCHEDULE II SPECIFICATIONS

YARD WASTE

In addition to the General Specifications, the following shall apply to Schedule II.

Scope of Work: The Contractor shall provide curbside collection of residential yard waste including grass, plant clippings, leaves and limbs once per week on a regularly scheduled day or days. In accordance with the Johnson County regulations for solid waste, the yard waste must be segregated from solid waste, placed in a container suitable for composting, or appropriately bundled and tied to be delivered to a facility or property authorized to accept yard waste. Grass, plant clippings and leaves shall be bagged in paper bags. Limbs shall be bundled and tied with string.

Limit of Items: During the normal course of the year, a limit of eight (8) yard waste items will be collected. A bag or bundle is considered one item. During the months of March, April, August, September, October and November the limit is twelve (12) items. Any additional items may be collected by the Contractor if the item is readily identifiable and is paid for by the customer. The Contractor will supply the City with the stickers, tags or other device to identify additional bags for purchase by the residents.

Disposal: The Contractor shall be responsible for the transportation of the yard waste materials to a legal collection facility for processing, composting and disposal.

Monitoring: The Contractor shall be responsible for monitoring the accumulation of yard waste requiring special collection and/or repackaging. If the Contractor does not collect yard waste for any reason, the Contractor shall leave a notice or door hanger outlining why said materials were not removed and describing actions necessary to allow for pickup.

The Contractor shall be responsible for all costs associated with the disposal of materials collected under Schedule II. The Contractor shall retain any income associated with the sale of the disposal items.

SCHEDULE III SPECIFICATIONS SPECIAL/BULK ITEMS

In addition to the General Specifications, the following shall apply to Schedule III:

Scope of Work: The Contractor shall pickup bulk items, such as furniture or appliances. The Contractor shall pickup one item up to 100 lbs. per dwelling per week at no additional charge. Items must be able to fit in the truck without hanging out of the truck during cycling. Freon-related appliances, tires, concrete, construction or demolition-related debris, household trash and hazardous waste are excluded from bulk-item pick-up. Contractor shall pickup other large items at fee listed in the bid proposal. Resident must notify Contractor in advance of special/bulk items to be collected. If a resident questions if an item will fit, they can call to schedule a time for Contractor to inspect the item.

Disposal of Material: Disposal shall be at any legally operated landfill permitted by the State of Kansas. The Contractor shall be responsible for all costs associated with the disposal of materials collected under Schedule III.

Monitoring: The Contractor shall be responsible for monitoring the accumulation of special/bulk items requiring special collection. In the event the Contractor observes the existence of special pickup items for which special collection is required, but for which no request for such collection has been made by the City, the Contractor will place a door hanger at the residence. The door hanger will instruct the occupant to notify the City, or Contractor, to make arrangements for the item to be picked up.

The Contractor shall be responsible for all costs associated with the disposal of materials collected under Schedule III. The Contractor shall retain any income associated with the sale of the disposal items.

SCHEDULE IV SPECIFICATIONS

CITY FACILITIES

In addition to the General Specifications, the following shall apply to Schedule IV:

Scope of Work: The Contractor shall provide the following services for facilities owned and/or operated by the City of Edgerton.

A. City Hall: (404 E. Nelson)

1. Solid Waste: The Contractor shall provide four (4) 95-gallon containers for the disposal of solid waste. The containers will be collected once per week on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide at least two (2) 65-gallon minimum containers for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per week on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.

B. Edgerton Public Works Facility (710 E. Nelson):

1. Solid Waste: The Contractor shall provide one twenty-yard container for the disposal of solid waste. The container will be collected once per week on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide one four-yard minimum container for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per week on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.
3. Streetsweeper Waste and Debris: The Contractor shall provide one twenty-yard container for the disposal of yard waste and debris that is collected during the City's street sweeping operations. Disposal removal occurs based on call generated from staff. Once the call is placed, removal shall occur within two business days during normal business hours (Monday through Friday 8:00 AM to 4:30 PM excluding holidays). The City will pay a fee per ton upon disposal of the dumpster.

C. The Greenspace (303 E Nelson):

1. Solid Waste: The Contractor shall provide one four-yard container for the disposal of solid waste. The container will be collected once per week on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide two 65-gallon minimum container for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per week on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.

D. Big Bull Creek Wastewater Treatment Facility (20600 Homestead Lane):

1. Solid Waste: The Contractor shall provide two (2) one-yard dumpsters for the disposal of solid waste. The dumpsters will be collected once per week on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide at least one 95-gallon container for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per week on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.

Annual Citywide Cleanup:

The Contractor shall provide curbside bulky item collection on the third Saturday of May, or other date as designated by the City each year. Curbside collection shall include appliances without CFCs, furniture, carpet, construction debris, etc. Contractor shall provide dumpster for collection of appliances that contain CFCs at Edgerton Public Works Facility, 710 E. Nelson Street, Edgerton, KS 66021.

Future Facilities:

The Contractor shall provide services as listed above at the fees included in the RATE SCHEDULE to future facilities the City may build/acquire during the term of this contract.

Special Events: The Contractor shall provide additional dumpsters and collection service for said dumpsters for three special events per year. The City will only be charged the actual disposal fee incurred at the landfill by the Contractor for emptying such dumpsters. Additional events would have a fee of \$400 each, plus dumping fees.

Dumpster Replacement: In the event a dumpster is damaged during a special event or normal course of business, the City will pay replacement fees of up to \$800 per dumpster, or actual cost, whichever is less.

RATE SCHEDULE

SCHEDULE I: RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS

Once weekly collection of volume-based residential solid waste with one 95-gallon container provided by Contractor and at least one additional 65-gallon minimum container provided by the Contractor for collection of unlimited recyclable materials. Price listed shall be per customer, per month, with number of customers revised monthly.

Twenty-two Dollars (\$22.00)

Additional container requested by resident

Three Dollars (\$3.00) Per Recycling Container

Seven Dollars Fifty Cents (\$7.50) Per Trash Container

Stickers, tags or other device to identify additional bags for purchase by the residents

Two Dollars (\$2.00)

SCHEDULE II: YARD WASTE

Once weekly collection of yard waste including grass, plant clippings, leaves and limbs segregated from solid waste to be disposed. Grass, plant clippings and leaves shall be bagged in paper bags. Limbs shall be bundled and tied with string. Limit of eight (8) yard waste items collected except during the months of March, April, August, September, October and November when the limit is twelve (12) items. Price listed shall be per customer, per month, with number of customers revised monthly.

Zero Dollars (\$0) (Included in Trash & Recycle Cost)

Stickers, tags or other device to identify additional bags for purchase by the residents

Two Dollars (\$2.00)

SCHEDULE III: SPECIAL/BULK ITEMS

The Contractor shall pickup bulk items, such as furniture and non-freon appliances. The Contractor shall pickup one item up to 100 pounds in weight per dwelling per week at no additional charge. The item must fully fit inside the truck when cycling. Contractor shall pickup other large items at fee listed below.

Furniture:

Fifteen Dollars (\$15.00) Each

Appliances:

Twenty Dollars (\$20.00) Each

Construction and Demolition Debris:

Per Bid by Customer

SCHEDULE IV: CITY FACILITIES

The Contractor shall provide the following services for facilities owned and/or operated by the City of Edgerton.

City Hall: (404 E. Nelson)

Solid Waste and Recyclable Materials: Once weekly collection of four (4) 95-gallon containers for solid waste and at least two 65-gallon minimum containers for recyclables:

Zero Dollars (\$0) Per month

The 414: (414 E. 4th Street)

Solid Waste and Recyclable Materials: Once weekly collection of two (2) 95-gallon containers for solid waste and at least one 65-gallon minimum container for recyclables:

Zero Dollars (\$0) Per month

The Greenspace: (303 E Nelson)

Solid Waste and Recyclable Materials: Once weekly collection of one (1) four-yard container for solid waste and two (2) 65-gallon minimum container for recyclables:

One Hundred Fifteen Dollars (\$115) Per Month

Additional dumps are Fifty Dollars (\$50) on an as-needed basis.

Edgerton Public Works: (710 E. Nelson)

Once weekly collection of one (1) twenty-yard dumpster for solid waste and one (1) four-yard dumpster for the collection of recyclable materials:

Two Hundred and Forty (\$240.00) Per Month

Streetsweeper debris per Ton as necessary:

Provide a twenty-yard dumpster for streetsweeper debris disposal. Disposal occurs based on call generated from staff to the Contractor. Once call is placed, removal shall occur within two business days during normal business hours.

One Hundred Dollar (\$100) Monthly Fee Plus Seventy Dollars (\$70) Per Ton

Big Bull Creek Wastewater Facility: (20600 Homestead Lane)

Once weekly collection of two (2) one-yard dumpsters for solid waste and at least one 65-gallon minimum container for the collection of recyclable materials:

One Hundred Dollars (\$100) Per Month

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Administration

Agenda Item: Consider Adoption of the 2025-2029 CIP

Background/Description of Item:

The Governing Body reviewed projects and funding recommendations from staff at the October 10, 2024, CIP Work Session. Council provided direction to fund two new projects as recommended by staff. The attached Funded Projects schedule shows the projects that have been funded by the Governing Body in the past and now includes the new projects.

The new funded projects are:

Project	Funded Amount
Edgerton Safety Action Plan	\$275,000
E 3 rd Street Reconstruction	\$427,500

Adoption of the CIP will establish the funding, budget and 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 2025-2029 CIP Funded Projects List

Finance Director Approval:  x
Karen Kindle, Finance Director

Recommendation: Adopt the 2025-2029 CIP.

Enclosed: 2025-2029 Schedule of Funded Projects

2025-2029 Schedule of Future Development Projects
Funding Sources Forecast for the 2025-2029 CIP
Individual Project Sheets for Funded Projects

Prepared by:

Karen Kindle * Finance Director

2025-2029 CIP FUNDED PROJECTS



Citywide Projects

Project Name	2025-2029 CIP Budget	Year of Cost Estimate	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
1 Unified Development Code Update	\$ 110,000	2017	Design	15%	15%	2017	2026	Holistic re-write of the Unified Development Code following the adoption of the Envision Edgerton 2050 Comprehensive Plan. Planning to keep most of the work in-house but may use some of the remaining funds to hire out help for some areas that staff is less experienced in.
2 The Greenspace	\$ 8,704,950	2022	Construction	75%	70%	2017	2025	Design Approval by CC on 09-08-22. Public input process held during first half of 2019. Converted project from design/build to design/bid/build. Architect on board. Owner's Rep on board. Contractor issued NTP Sept. 2023.
3 Space Needs Study for City Hall	\$ 50,000	2017	Design	25%	25%	2023	TBD	The work of this project will be done in conjunction with The Greenspace Project. Architect on board. Study started Summer of 2023.
4 Glendell Acres Park Renovation	\$ 1,140,867	2024	Construction	90%	80%	2019	2024	Project to include new concrete skatepark, inclusive playground, fitness area, shelter, picnic tables, landscaping and new signage. Playground surfacing grant through KDHE covers 50% of safety surfacing for the playground and fitness area. Construction estimated to be completed before the end of 2024.
5 Manor Park Monument Sign	incl in Glendell Acres Park Project	2024	Construction	90%	80%	2019	2024	To be done as part of Glendell Acres Park Renovation project. Cost to come out of that project.
6 ERP Software Acquisition	\$ 275,000	2021	Design	85%	85%	2020	2025	Contract with Tyler Technologies approved at the 11/18/2021 Council Meeting. Implementation of Utility Billing, Core Financials, Municipal Court, Neptune Meter Interface and Community Development are complete. Implementation is currently in process for the Licensing module and the interface with AIMS data. Staff is evaluating Work Order software options with Tyler Technologies.
7 191st Street Bifurcation	\$ 115,000	2021	Design	70%	30%	2021	TBD	Safety study has been completed. Early portion of design completed. Next steps dependent on KDOT project at Gardner Rd and I-35
8 Technical Specifications	\$ 45,000	2023	Design	25%	25%	2023	2025	This project would prepare technical specifications, design criteria, and standard details for the various infrastructure types. (Street, Stormwater, Sanitary Sewer, etc) This project would be phased annually until completed. Water standard details and technical specifications will not be included in this project having been previously completed. Consensus to fund this project at the 10/26/2023 CIP Work Session.
9 2nd St Reconstruction	\$ 4,762,496	2023	Design	50%	40%	2022	2026	Design and construct this portion of 2nd Street. Project updated to include Edgewood from 4th St to Coop Road and remove the County portion of Coop Road. Project total estimate based on revised budget (Engineer provided) sent as part of the KDOT Cost Share.
10 City Facility Security Exploration	\$ 10,000	2021	Concept	0%	0%	2024	2025	Assess current security measures and related risks. Identify measures to mitigate risks. Develop a plan to implement the risk mitigation measures including estimated costs of projects.

**2025-2029 CIP
FUNDED PROJECTS**

11	Edgerton Lake Park/Dam Exploration	\$ 115,000	2023	Design	90%	90%	2023	2024	Masterplan to evaluate existing conditions and recommended improvements for Edgerton Lake Park, improvements to the lake, dam, spillway, and low water crossing. The project also includes recommended amenities for Edgerton Lake Park based on community input.
12	Trail Master Plan	\$ 50,000	2021	Design	30%	25%	2023	2025	Develop an inventory of the City's trails and list opportunities for additional trails and connecting to other trails in the area. To include grant funding opportunities. Design firm selected, scoping finalized and approved by Council in October 2023.
13	Lead and Copper Rule Revision Inventory	\$ 31,916	2024	Design	90%	80%	2023	2024	Staff is monitoring information from KDHE and working on the application for the State Revolving Fund Grant and Loan. This work is federally mandated.
14	Participation in W. JOCO Transportation Study	\$ 15,625	2024	Design	0%	0%	2023	2025	Participation in the West Johnson County Transportation Study. Johnson County, DeSoto and KDOT are leading the efforts on the project.
15	2024 Street Preservation Program	\$ 146,208	2024	Construction	25%	25%	2024	2024	Refresh pavement markings and striping at LPKC intersections including 199th and Homestead, 191st and Homestead, and 191st and Waverly. Select curb work in LPKC will also be included in this project and identified by staff.
16	2024 CDBG Project	\$ 145,012	2023	Design	30%	25%	2024	2024	CDBG Grant application process completed. Notification to City Staff indicated \$91,511.63 to be awarded.
17	Martin Creek Park Exploration	\$ 125,000	2021	Concept	0%	0%	2025	2026	Develop a plan for renovating Martin Creek Park.
18	2025 Street Preservation Program	\$ 148,310	2024	Concept	0%	0%	2025	2025	Street preservation program presentation at the 3/14/2024 City Council meeting.
19	2025 CDBG Project	\$ 300,000	2024	Concept	0%	0%	2024	2025	Rehabilitation of VCP throughout the downtown Edgerton area. Continuation of the 2023 and 2024 CDBG projects that include CIPP lining, manhole repairs, and point repairs.
20	2026 Street Preservation Program	\$ 148,310	2024	Concept	0%	0%	2026	2026	Street maintenance program presentation at the 10/8/2020 City Council meeting.
21	2027 Street Preservation Program	\$ 148,310	2024	Concept	0%	0%	2027	2027	Street maintenance program presentation at the 10/8/2020 City Council meeting.
22	2027 CDBG Project	\$ 300,000	2024	Concept	0%	0%	2026	2027	Staff will review application materials when they become available. Anticipated project to be awarded \$200,000 through the JOCO CDBG program. If funding is reduced or not awarded, budget, funding, and description will be adjusted.
23	2028 Street Preservation Program	\$ 148,310	2024	Concept	0%	0%	2027	2028	Street maintenance program presentation at the 10/8/2020 City Council meeting.
24	2029 CDBG Project	\$ 300,000	2024	Concept	0%	0%	2028	2029	Staff will review application materials when they become available. Anticipated project to be awarded \$200,000 through the JOCO CDBG program. If funding is reduced or not awarded, budget, funding, and description will be adjusted.
25	2029 Street Preservation Program	\$ 148,310	2024	Concept	0%	0%	2028	2029	Street maintenance program presentation at the 10/8/2020 City Council meeting.

**2025-2029 CIP
FUNDED PROJECTS**

26	Edgerton Safety Action Plan	\$ 275,000	2024	Concept	0%	0%	2025	2025	Consensus to fund at 10/10/2024 CIP Work Session. Approval by Council scheduled for 10/24/2024.
27	East 3rd Street Reconstruction	\$ 427,500	2024	Concept	0%	0%	2025	2026	Consensus to fund at 10/10/2024 CIP Work Session. Approval by Council scheduled for 10/24/2024.

Homestead Ln TIF

Project Name	2025-2029 CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
None.							

LPKC Phase 1

Project Name	2025-2029 CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
None.							

LPKC Phase 2

Project Name	2025-2029 CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
None.							

Dwyer Farm RHID

Project Name	2025-2029 CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update	
28 Dwyer Farm Sewer Main Extension	\$ 5,000,000	2023	Design	40%	30%	2023	2025	Install approximately 1600 LF of 8" sewer main across South Lake, BNSF rail, and KPC pipeline. 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. SCADA Improvements and aged replacements at BBCWWTP.
29 Dwyer Water Connections Phase 1	\$ 291,500	2024	Construction	50%	50%	2023	TBD	Phase 1 water main connections to Dwyer Farms Development. Two connections are included in this phase at Rushmore and Braun (1.1) and 8th and 209th Street (1.2). Construction will be done separately. Connection 1.1 has been constructed as of July 2024. Connection 1.2 is designed and to be constructed. The connection along Braun does include extension of appx. 200 LF of 6" pipe to the proposed intersection with the development.

**2025-2029 CIP
Future Development Projects**



Future Development Projects

Item #	Project	Cost Estimate	Year of Cost Estimate	Development Agreement	Funding Source	Notes
Streets						
1	Traffic Signal at 200th Street & Homestead Ln	\$ 260,000	2024	On the Go/Edgerton Crossing	TIF & CID	This project will be paid for with TIF revenue from On the Go Travel Plaza and Edgerton Crossing as well as CID revenue from On the Go Travel Plaza. The timing of this project will be depend on when the traffic counts in the area increase to a level at which a signal is warranted under MUTDC standards. Funds for this project are being set aside as part of the trust indenture related to the 2024 TIF/CID Bonds sold on 8/29/2024.
2	Improvements to 199th Street Adjacent to Edgerton Crossing	\$ 8,500,000	2021	Edgerton Crossing	TIF	This project will be paid for with TIF Revenue from the Edgerton Crossing development. The timing of the project depends on when traffic in the area of the Edgerton Crossing development warrants improving this section of roadway.
3	W 8th Street: W Braun - South City Limits	\$ 2,345,000	2022	Dwyer Farms	RHID	This project will be paid for with RHID revenue from the Dwyer Farms development. The timing of this project will depend on the pace of construction of the homes within the development.
4	Braun Street: West City Limits - W 8th Street	\$ 4,625,000	2022	Dwyer Farms	RHID	This project will be paid for with RHID revenue from the Dwyer Farms development. The timing of this project will depend on the pace of construction of the homes within the development.
Water						
5	Dwyer Farms Waterline Improvements	\$ 620,300	2022	Dwyer Farms	RHID	This project will be paid for with RHID revenue from the Dwyer Farms development. The timing of this project will depend on the pace of construction of the homes within the development.
6	Dwyer Farms Water Connection Phase 2	\$ 121,500	2024	Dwyer Farms	RHID	This project will be paid for with RHID revenue from the Dwyer Farms development. The timing of this project will depend on construction schedule for the infrastructure within Phase 2 of the development.
Sewer						
	None.					

Note 1: The City has committed to constructing these projects in agreements with developers. The timing of these projects is unknown at the time of CIP development. Once the timing has been determined, these projects will be moved to the funded list to be tracked with other active CIP Projects. There may be other public infrastructure projects that will be constructed by developers in which the City will have some involvement; however, those projects are not listed here as the City is not the party managing the project.

Note 2: The costs listed for these projects are the amounts contained in the applicable development agreement and TIF/CID/RHID related financial analysis documents. The amounts have not been adjusted for inflation. At the time the project is moved to the Funded list, staff will review the cost estimate and update if needed.

2025-2029 CIP Funding Sources



	Available Balance 12/31/2023	2024	2025	2026	2027	2028	2029	Total
General Fund	<i>The money available for this funding source comes from the estimated fund balance in excess of the reserve requirement. The City's policy requires the reserve amount to be 17% - 25% of budgeted revenues. The amounts listed here are the funds in excess of 25% of budgeted revenues. Funds in excess of the reserve requirement can be used for one-time expenditures. This funding source should not be used for recurring items as there isn't any guarantee that there will be fund balance in excess of the reserve requirement each year.</i>							
Forecast	\$ 1,649,064	\$ (490,329)	\$ (197,838)	\$ (24,053)	\$ 609,801	\$ 1,343,766	\$ 1,567,984	\$ 4,458,395
Committed in CIP		115,686	-	-	-	100,000	100,000	315,686
Available Amount	\$ 1,649,064	\$ 1,043,049	\$ 845,211	\$ 821,158	\$ 1,430,959	\$ 2,674,725	\$ 4,142,709	\$ 4,142,709

****Note**** the forecast of the unencumbered fund balance makes assumptions about revenues and expenditures during the 5-year period, the most significant of which is the mill levy frozen at 29.550, the 2025 Budget estimated mill rate. Any changes to these assumptions will result in a change in the forecasted amount.

Special Highway Fund	<i>This fund receives the gas tax, and according to state statute the money can only be used on roads.</i>							
Forecast	\$ -	\$ 48,270	\$ 48,310	\$ 48,310	\$ 48,310	\$ 48,310	\$ 48,310	\$ 289,820
Committed in CIP		48,270	48,310	48,310	48,310	48,310	48,310	289,820
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Special Park & Rec Fund	<i>This fund receives 1/2 of the alcohol tax, and according to state statute can only be spent on parks.</i>							
Forecast	\$ 12,463	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 63,463
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 12,463	\$ 20,963	\$ 29,463	\$ 37,963	\$ 46,463	\$ 54,963	\$ 63,463	\$ 63,463

Street Excise Tax	<i>This funding source comes from the excise tax charged when platting land outside of LPKC. Use of this funding source is limited to street/road projects.</i>							
Forecast	\$ 238,412	\$ 273,551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 511,963
Committed in CIP		84,000	-	-	-	-	-	84,000
Available Amount	\$ 238,412	\$ 427,963	\$ 427,963	\$ 427,963	\$ 427,963	\$ 427,963	\$ 427,963	\$ 427,963

Park Impact Fee	<i>This funding source comes from the park impact fee charged when a building/home is being constructed. Use of this funding source is limited to park projects. This is a one-time source of funding.</i>							
Forecast	\$ 312,310	\$ 2,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 314,343
Committed in CIP		300,000	-	-	-	-	-	300,000
Available Amount	\$ 312,310	\$ 14,343	\$ 14,343	\$ 14,343	\$ 14,343	\$ 14,343	\$ 14,343	\$ 14,343

2025-2029 CIP Funding Sources



	Available Balance 12/31/2023	2024	2025	2026	2027	2028	2029	Total
CARS	<i>The City applies to the Johnson County CARS program for funding, and if approved must enter into an interlocal agreement with Johnson County. Generally, the CARS program will pay 50% of allowed project costs. These funds are limited to the specific road project listed in the agreement.</i>							
Forecast	\$ -	\$ -	\$ 1,019,200	\$ -	\$ -	\$ -	\$ -	\$ 1,019,200
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ 1,019,200	\$ 1,019,200	\$ 1,019,200	\$ 1,019,200	\$ 1,019,200	\$ 1,019,200
KDOT	<i>These funds are granted by KDOT and governed by an interlocal agreement with KDOT. These funds can only be used on the specific road project listed in the agreement.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Cities	<i>This source represents the funding that another city or Johnson County is providing for a joint project. The funds are governed by the interlocal agreement and can only be spent on the project(s) listed in the agreement.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	<i>Grants can come from many sources. However, all grant money is governed by the grant agreement, and can only be used for the projects listed in the grant agreement.</i>							
Forecast	\$ 91,512	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ 691,512
Committed in CIP	91,512	200,000	-	200,000	-	200,000	-	691,512
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIF Maintenance Fee (Life of abatement 10 yrs)	<i>This funding source comes from the 9¢ per square foot of buildings at LPKC. The money comes from the Public Infrastructure Fund (PIF) and is transferred to the various funds as determined by Council approved uses. The calculation is based on square feet on January 1st and payment is received throughout the year. The amounts in this forecast reflect 100% of the forecasted amount for this revenue source less amounts approved for other uses besides capital projects (i.e., equipment reserve, partial allocation of staff salary/benefits, etc). Timing of receipt of funds is based on the flow of funds per the trust agreement with the developer.</i>							
Forecast	\$ -	\$ 195,530	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ 495,530
Committed in CIP	-	195,530	100,000	100,000	100,000	-	-	495,530
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2025-2029 CIP Funding Sources



	Available Balance 12/31/2023	2024	2025	2026	2027	2028	2029	Total
Economic Development Fund	<i>This funding source comes from the 14¢ per square foot of buildings at LPKC Phase 2. The money comes from the Phase 2 Public Infrastructure Fund (PIF). The calculation is based on square feet on January 1st. The amounts in this forecast reflect 100% of the forecasted amount for this revenue source. The fee lasts for the term of the abatement on the building (10 years). The funds can only be used for economic development purposes. Timing of receipt of funds is based on the flow of funds per the trust agreement with the developer.</i>							
Forecast	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000
Committed in CIP		50,000	125,000	-	-	-	-	\$ 175,000
Available Amount	\$ 175,000	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-LPKC Origination Fees	<i>These fees are charged on sales tax only IRB issues for entities outside of LPKC Phases 1 and 2. Can only be used for economic development purposes.</i>							
Forecast	\$ 77,951	\$ 444	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,395
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 77,951	\$ 78,395	\$ 78,395	\$ 78,395	\$ 78,395	\$ 78,395	\$ 78,395	\$ 78,395
Water Fund	<i>This is the fund balance in excess of reserve requirements.</i>							
Forecast	\$ 22,274	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,274
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 22,274	\$ 22,274	\$ 22,274	\$ 22,274	\$ 22,274	\$ 22,274	\$ 22,274	\$ 22,274
System Dev Fee - Water	<i>This funding source comes from the fee charged when a new connection is made to the water system. Use of this funding source is limited to construction of the water system.</i>							
Forecast	\$ 25,772	\$ 8,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,372
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 25,772	\$ 34,372	\$ 34,372	\$ 34,372	\$ 34,372	\$ 34,372	\$ 34,372	\$ 34,372
Sewer Fund	<i>This is the fund balance in excess of reserve requirements.</i>							
Forecast	\$ 261,566	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 561,566
Committed in CIP		50,000	50,000	50,000	50,000	50,000	50,000	300,000
Available Amount	\$ 261,566	\$ 261,566	\$ 261,566	\$ 261,566	\$ 261,566	\$ 261,566	\$ 261,566	\$ 261,566
System Dev Fee - Sewer	<i>This funding source comes from the fee charged when a new connection is made to the sewer system. Use of this funding source is limited to construction of the sewer system.</i>							
Forecast	\$ 623,487	\$ 123,636	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 747,123
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 623,487	\$ 747,123	\$ 747,123	\$ 747,123	\$ 747,123	\$ 747,123	\$ 747,123	\$ 747,123

2025-2029 CIP Funding Sources



	Available Balance 12/31/2023	2024	2025	2026	2027	2028	2029	Total
GO Bonds <i>This funding source reflects issue general obligation bonds for a project. The bond proceeds can only be used for the project(s) for which the bonds were issued. Any money left over is used to pay down the bonds.</i>								
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Temp Notes <i>This funding source reflects issuing general obligation temporary notes for a project. The temp note proceeds can only be used for the project(s) for which the notes were issued. Any money left over is used to pay off the notes. Temp notes are usually issued for a maturity of one year and can be renewed annually until they are paid off. They are a short-term financing mechanism to cover cash flows of a project until the funding sources are received.</i>								
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Revolving Loan Fund <i>This funding source represents revolving loan funds received from the State of Kansas. Use of this funding source is limited to the project(s) listed in the revolving loan fund agreement.</i>								
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIF - LPKC Phase 1 <i>The use of this funding source is governed by the financing agreement for LPKC.</i>								
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIF - LPKC Phase 2 <i>The use of this funding source is governed by the financing agreement for LPKC Phase 2.</i>								
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TIF <i>The use of this funding source is governed by the TIF Statutes and TIF Project Plans.</i>								
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2025-2029 CIP Funding Sources



	Available Balance 12/31/2023	2024	2025	2026	2027	2028	2029	Total
Other	<i>This represents funding sources not otherwise categorized.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
American Rescue Plan Act (ARPA) Grant	<i>These funds are restricted per the Final Rule issued by the US Treasury Department on 1/10/2022. The City has selected to use the funds for the revenue loss. This option allows the City to use the funds for government services, including utility infrastructure.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RHID								
Forecast	\$ -	\$ 5,291,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,291,500
Committed in CIP		5,291,500	-	-	-	-	-	5,291,500
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Funded Projects

**City of Edgerton
Project Cost Sheet**

Project Number:	ADMIN0005-17
Dept:	Community Development
Citizen Survey:	N/A
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Design
Project Manager:	Zach Moore

Project Name: Unified Development Code Update

Project Description: The City of Edgerton did tremendous work on the Unified Development Code Industrial regulations in preparation for Logistics Park Kansas City. However, many other sections of the UDC need updating to reflect the shared vision of the future of Edgerton to help facilitate the correct location and type of development. These updates would focus mainly on residential and commercial, but would include smaller updates to the Industrial and Site Plans sections. Updating the Comprehensive Plan as a community would lay the foundation for the update to the Development Code.

Operations Impact: Update is being done 100% in house by staff currently in place. 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:

Project Cost	Todays \$	2021 & Prior	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	84,824	44,825	-	-	-	-	39,999
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,176	546	-	-	-	-	4,630
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	20,000	3,850	-	-	-	-	16,150
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 110,000	\$ 49,221	\$ -	\$ -	\$ -	\$ -	\$ 60,779

Project Financing							
General Fund	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:	FAC0001-19
Dept:	Parks
Primary Citizen Survey:	2 - Parks
Secondary Citizen Survey:	5 - Facilities

Funding Status:	Funded
Project Status:	Construction
Project Manager:	Dan Merkh

Project Name: The Greenspace

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: Holly Robertson
Beth Linn

Outside Funding Available? Yes

Notes: Could be eligible for grant funding.

Year of Design 2021-2022
Year of Construction 2023-2025
Year of Completion 2025

Inflation Factor:

Project Cost	Todays \$	2022 & Prior	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	732,693	397,024	203,571	79,249	-	-	-
Construction	7,565,549	-	1,260,966	4,278,906	2,291,053	-	-
Construction Inspection	236,558	41,113	17,849	48,571	-	-	-
City Engineer	-	9,055	5,195	-	-	-	-
Utility Relocation	22,300	-	-	-	-	-	-
Land Acquisition/ROW/Easements	36,100	36,011	34	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	111,750	932	8,190	494	-	-	-
414 Upfit Project	-	-	26,737	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 8,704,950	\$ 484,135	\$ 1,522,542	\$ 4,407,220	\$ 2,291,053	\$ -	\$ -

Project Financing							
GO Bonds	\$ 8,704,950	\$ -	\$ 8,704,950	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 8,704,950	\$ -	\$ 8,704,950	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	FAC0005-22
Dept:	Facilities
Primary Citizen Survey:	5 - Facilities
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name:

Project Description:

Operations Impact:

Additional Staff: Holly Robertson
Beth Linn

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2022 and prior	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	50,000	-	-	-	50,000	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -

Project Financing							
General Fund	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:	PRK0001-19
Dept:	Parks
Primary Citizen Survey:	2 - Parks
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Construction
Project Manager:	Dan Merkh

Project Name: Glendell Acres Park Renovation

Project Description: Project to include new concrete skatepark, inclusive playground, fitness area, shelter, picnic tables, landscaping and new signage. Playground surfacing grant through KDHE covers 50% of safety

Operations Impact: Updating this neighborhood park will lower safety hazards, increase attractiveness, and provide more enjoyable recreational activities for citizens.

Additional Staff: Holly Robertson

Outside Funding Available? No

Notes: Used 7.5% of construction cost for inspection estimates, 5% of project cost for city engineer and contingency estimates. This is half of estimates David Hamby gave for sewer projects.

Year of Design 2021
Year of Construction 2024

Year of Completion 2024

Inflation Factor: [] [] [] [] [] []

Project Cost	Todays \$	2022 & Prior	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	90,423	48,488	33,912	8,023	-	-	-
Construction	651,200	-	63,058	586,251	-	-	-
Construction Inspection	10,000	-	-	10,000	-	-	-
City Engineer	10,112	3,885	2,678	3,549	-	-	-
Pipeline Matting	11,526	-	-	11,526	-	-	-
Skate Park DB	160,000	-	-	160,000	-	-	-
Pavilion	49,600	-	-	49,600	-	-	-
Playground and Fitness Equip	157,532	-	-	157,532	-	-	-
Misc/Legal	474	2,190	175	-	-	-	-
Total Cost	\$ 1,140,867	\$ 54,563	\$ 99,823	\$ 986,481	\$ -	\$ -	\$ -

Project Financing							
Park Impact Fee	1,040,867	740,867	-	-	-	-	300,000
General Fund	100,000	-	-	-	-	-	100,000
Total Funding Sources	\$ 1,140,867	\$ 740,867	\$ -	\$ -	\$ -	\$ -	\$ 400,000

**City of Edgerton
Project Cost Sheet**

Project Number:	
Dept:	Parks
Primary Citizen Survey:	2 - Parks
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Construction
Project Manager:	Dan Merkh

Project Name: Manor Park Monument Sign

Project Description: With the upgrades and new construction completed at Manor Park. In conjunction with the Parks Master Plan, staff along with BG is working on identifying the cost structure for this and will work to fine tune this as information is available.

Operations Impact: This will have minimal impact on day to day operations.

Additional Staff: Holly Robertson

Outside Funding Available? No

Notes: Cost to be included in Glendell Acres Park Renovation Project budget.

Year of Design 2022
Year of Construction 2024

Year of Completion 2024

Inflation Factor:

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Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Park & Rec Fund	-	-	-	-	-	-	-
Park Impact Fee	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

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

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Levi Meyer

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: Holly Robertson

Time:

Outside Funding Available? Unknown

Notes:

Year of Design 2024-2025
Year of Construction n/a

Year of Completion 2025

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
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	-	-	-	-	-	-	-
Total Cost	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -

Project Financing							
General Fund	-	-	-	-	-	-	-
PIF Maintenance Fee	10,000	-	10,000	-	-	-	-
Grants	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:	TECH0001-20
Dept:	Administration
Primary Citizen Survey:	N/A
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Design
Project Manager:	Karen Kindle

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
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2020	2021	2022	2023	2024	2025
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	275,000	-	-	63,518	149,854	738	60,890
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 275,000	\$ -	\$ -	\$ 63,518	\$ 149,854	\$ 738	\$ 60,890

Project Financing							
General Fund	\$ 275,000	\$ -	\$ 150,000	\$ 80,000	\$ 45,000	\$ -	\$ -
Total Funding Sources	\$ 275,000	\$ -	\$ 150,000	\$ 80,000	\$ 45,000	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:	STRT0006-22
Dept:	Public Works
Primary Citizen Survey:	1 - Streets
Secondary Citizen Survey:	

Funding Status:	Funded
Project Status:	Design
Project Manager:	Dan Merkh

Project Name: 191st Street Bifurcation

Project Description: This project includes the study of the area of 191st and Gardner Rd due to safety concerns brought to Council Members. Included in the project is a safety study and the design of the bifurcation of the roadway within City boundaries.

Operations Impact:

Additional Staff: Beth Linn

Outside Funding Available? Unknown

Notes:

Year of Design	2021-2022	Year of Completion	TBD
Year of Construction	TBD		

Project Cost	Today's \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	109,500	109,500	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	5,500	5,500	-	-	-	-	-
Total Cost	\$ 115,000	\$ 115,000	\$ -	\$ -	\$ -	\$ -	\$ -

Project Financing							
PIF - LPKC Phase 1	\$ 115,000	\$ 115,000	\$ -	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 115,000	\$ 115,000	\$ -	\$ -	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

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

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

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

Operations Impact:

Additional Staff: Holly Robertson

Time: N/A

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2023	2024	2025	2026	2027	2028
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	45,000	-	22,500	22,500	-	-	-
Study/Planning	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 45,000	\$ -	\$ 22,500	\$ 22,500	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

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

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

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.

Operations Impact:

Additional Staff: Holly Robertson

Outside Funding Available?

Notes: CARS ineligible and County elected to not participate

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Today's \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	408,000	-	-	157,510	170,448	80,042	-
Construction	3,261,996	-	-	-	-	3,261,996	-
Construction Inspection	408,000	-	-	-	-	408,000	-
City Engineer	136,000	-	-	1,148	1,068	133,784	-
Utility Relocation	60,000	-	-	-	-	60,000	-
Land Acquisition/ROW/Easements	136,000	-	-	-	-	136,000	-
Permits	2,500	-	-	2,067	-	433	-
Misc. (Legal, recording fees)	10,000	-	-	-	-	10,000	-
Contingency	340,000	-	-	-	-	340,000	-
Total Cost	\$ 4,762,496	\$ -	\$ -	\$ 160,725	\$ 171,516	\$ 4,430,255	\$ -

Project Financing							
PIF LPKC Phase 1	4,762,496	-	-	4,762,496	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 4,762,496	\$ -	\$ -	\$ 4,762,496	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

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

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Levi Meyer

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: Holly Robertson

Time:

Outside Funding Available? Unknown

Notes:

Year of Design 2024-2025
Year of Construction n/a

Year of Completion 2025

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
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	-	-	-	-	-	-	-
Total Cost	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -

Project Financing							
	Todays \$	2021	2022	2023	2024	2025	2026
General Fund	-	-	-	-	-	-	-
PIF Maintenance Fee	10,000	-	10,000	-	-	-	-
Grants	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:	PRK0002-23
Dept:	Parks
Primary Citizen Survey:	2 - Parks
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name: Edgerton Lake Park/Dam Exploration

Project Description: Masterplan to evaluate existing conditions and recommended improvements for Edgerton Lake Park, improvements to the lake, dam, spillway, and low water crossing. The project also includes recommended amenities for Edgerton Lake Park based on community input.

Operations Impact:

Additional Staff: Holly Robertson

Time: N/A

Outside Funding Available? Yes

Notes:

Year of Design 2023
Year of Construction n/a

Year of Completion 2024

Inflation Factor:

Project Cost	Today's \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	105,425	-	-	26,404	79,021	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	1,148	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	9,575	-	-	-	8,427	-	-
Total Cost	\$ 115,000	\$ -	\$ -	\$ 27,552	\$ 87,448	\$ -	\$ -

Project Financing							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Impact Fee	75,000	-	-	75,000	-	-	-
Special Park & Recreation Fund	40,000	-	-	40,000	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 115,000	\$ -	\$ -	\$ 115,000	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:	PRK0003-23
Dept:	Parks
Primary Citizen Survey:	2 - Parks
Secondary Citizen Survey:	3 - Sidewalks

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Zach Moore

Project Name: Trail Master Plan

Project Description: Develop a master plan for the City's trail system including an inventory of the current trails and determining where there are opportunities to connect to other nearby trail systems.

Operations Impact:

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

Outside Funding Available? Yes

Notes:

Year of Design 2023
Year of Construction N/A **Year of Completion** 2025

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	48,000	-	-	-	34,944	13,056	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	2,000	-	-	-	-	1,963	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	37	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 50,000	\$ -	\$ -	\$ -	\$ 34,981	\$ 15,019	\$ -

Project Financing							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Impact Fee	-	-	-	-	-	-	-
Economic Development Fund	50,000	-	-	-	50,000	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:	8129
Dept:	Water
Primary Citizen Survey:	N/A
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name:

Project Description:

Operations Impact:

Additional Staff: Holly Robertson

Time: N/A

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
NEER	30,000	-	15,000	15,000	-	-	-
Survey	1,860	-	-	1,860	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	44	-	44	12	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 31,916	\$ -	\$ 15,044	\$ 16,872	\$ -	\$ -	\$ -

Project Financing							
ARPA Grant	\$ 31,916	\$ -	\$ 31,916	\$ -	\$ -	\$ -	\$ -
State Revolving Loan Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 31,916	\$ -	\$ 31,916	\$ -	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

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

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

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: Holly Robertson

Time: N/A

Outside Funding Available? No

Notes:

Year of Design 2024
Year of Construction 2024

Year of Completion 2024

Inflation Factor:

Project Cost	Todays \$	2023	2024	2025	2026	2027	2028
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	-	-	-	-	-	-	-
Total Cost	\$ 15,625	\$ -	\$ 15,625	\$ -	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ 15,625	\$ -	\$ 15,625	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 15,625	\$ -	\$ 15,625	\$ -	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:	STRT0013-24
Dept:	Public Works
Primary Citizen Survey:	1 - Streets
Secondary Citizen Survey:	

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name: 2024 Street Preservation Program

Project Description: Refresh pavement markings and striping at LPKC intersections including 199th and Homestead, 191st and Homestead, and 191st and Waverly. Select curb work in LPKC will also be included in this project and identified by staff.

Operations Impact:

Additional Staff: Trey Whitaker

Time:

Outside Funding Available? No

Notes:

Year of Design 2024
Year of Construction 2024

Year of Completion 2024

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	146,208	-	-	146,208	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 146,208	\$ -	\$ -	\$ 146,208	\$ -	\$ -	\$ -

Project Financing							
Special Highway Fund	46,208	-	-	46,208	-	-	-
PIF Maintenance Fee	100,000	-	-	100,000	-	-	-
Total Funding Sources	\$ 146,208	\$ -	\$ -	\$ 146,208	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:
Dept:
Primary Citizen Survey:
Secondary Citizen Survey:

Funding Status:
Project Status:
Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Holly Robertson

Time: N/A

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2022 & Prior	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Study/Planning	-	-	-	-	-	-	-
Construction	145,012	-	-	145,012	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 145,012	\$ -	\$ -	\$ 145,012	\$ -	\$ -	\$ -

Project Financing							
Sewer Fund	\$ 53,500	\$ 53,500	\$ -	\$ -	\$ -	\$ -	\$ -
CDBG	91,512	-	-	91,512	-	-	-
Total Funding Sources	\$ 145,012	\$ 53,500	\$ -	\$ 91,512	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

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

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name: Martin Creek Park Exploration

Project Description: Develop a master plan for Martin Creek Park, including identifying grant funding opportunities.

Operations Impact:

Additional Staff: Holly Robertson

Time: N/A

Outside Funding Available? Yes

Notes:

Year of Design 2025
Year of Construction N/A

Year of Completion 2025

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
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	-	-	-	-	-	-	-
Total Cost	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -

Project Financing		2021	2022	2023	2024	2025	2026
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Impact Fee	-	-	-	-	-	-	-
Economic Development Fund	125,000	-	-	-	-	125,000	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:	STRT0014-25
Dept:	Public Works
Primary Citizen Survey:	1 - Streets
Secondary Citizen Survey:	

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name: 2025 Street Preservation Program

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

Operations Impact:

Additional Staff: Trey Whitaker
Holly Robertson

Time:

Outside Funding Available? No

Notes:

Year of Design 2025
Year of Construction 2025

Year of Completion 2025

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	148,310	-	-	-	148,310	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 148,310	\$ -	\$ -	\$ -	\$ 148,310	\$ -	\$ -

Project Financing							
Special Highway Fund	48,310	-	-	-	48,310	-	-
PIF Maintenance Fee	100,000	-	-	-	100,000	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 148,310	\$ -	\$ -	\$ -	\$ 148,310	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:	
Dept:	Sewer
Primary Citizen Survey:	6 - Sewer
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name: 2025 CDBG Project

Project Description: The 2025 CDBG Project will be a continuation on the 2023 and 2024 CDBG Projects rehabilitating vitrified clay pipes with cured in place plastic lining and additional rehabilitation in that area. More than likely in the North East Quadrant of the City.

Operations Impact: 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: Holly Robertson
Mike Mabrey

Time: N/A

Outside Funding Available? Yes

Notes: CDBG announced \$200,000 funding for this project in September of 2024.

Year of Design 2024
Year of Construction 2025

Year of Completion 2025

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	56,000	-	-	-	56,000	-	-
Construction	200,000	-	-	-	200,000	-	-
Construction Inspection	24,000	-	-	-	24,000	-	-
City Engineer	8,000	-	-	-	8,000	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	2,000	-	-	-	2,000	-	-
Contingency	10,000	-	-	-	10,000	-	-
Total Cost	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -

Project Financing							
Grants	-	-	-	-	200,000	-	-
Sewer Fund	-	-	-	50,000	50,000	-	-
Total Funding Sources	\$ -	\$ -	\$ -	\$ 50,000	\$ 250,000	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker
Holly Robertson

Time:

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	148,310	-	-	-	-	148,310	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 148,310	\$ -	\$ -	\$ -	\$ -	\$ 148,310	\$ -

Project Financing		2022	2023	2024	2025	2026	2027
Special Highway Fund	48,310	-	-	-	-	48,310	-
PIF Maintenance Fee	100,000	-	-	-	-	100,000	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 148,310	\$ -	\$ -	\$ -	\$ -	\$ 148,310	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:
Dept:
Primary Citizen Survey:
Secondary Citizen Survey:

Funding Status:
Project Status:
Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker
Holly Robertson
Time:

Outside Funding Available?

Notes:

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

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	148,310	-	-	-	-	-	148,310
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 148,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,310

Project Financing							
Special Highway Fund	48,310	-	-	-	-	-	48,310
PIF Maintenance Fee	100,000	-	-	-	-	-	100,000
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 148,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,310

**City of Edgerton
Project Cost Sheet**

Project Number:	
Dept:	Sewer
Primary Citizen Survey:	6 - Sewer
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name: 2027 CDBG Project

Project Description: The 2027 CDBG Project will be a continuation on the 2023 and 2024 CDBG Project. We will expend all 2025 Funds and pending where that gets us we will start this project where the 2025 project ends. More than like in the North East Quadrant of the City.

Operations Impact: 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: Holly Robertson
Mike Mabrey

Time: N/A

Outside Funding Available? Yes

Notes: Anticipated project to be awarded \$200,000 through the JOCO CDBG program. If funding is reduced or not awarded, budget, funding, and description will be adjusted.

Year of Design 2026
Year of Construction 2027

Year of Completion 2027

Inflation Factor:

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Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	50,000	-	-	-	-	-	50,000
Construction	200,000	-	-	-	-	-	200,000
Construction Inspection	30,000	-	-	-	-	-	30,000
City Engineer	8,000	-	-	-	-	-	8,000
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	2,000	-	-	-	-	-	2,000
Contingency	10,000	-	-	-	-	-	10,000
Total Cost	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$300,000

Project Financing							
Grants	200,000	-	-	-	-	-	200,000
Sewer Fund	100,000	-	-	-	-	50,000	50,000
Total Funding Sources	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$250,000

**City of Edgerton
Project Cost Sheet**

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker
Holly Robertson

Time:

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2023	2024	2025	2026	2027	2028
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	148,310	-	-	-	-	-	148,310
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 148,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,310

Project Financing							
Special Highway Fund	48,310	-	-	-	-	-	48,310
General Fund	100,000	-	-	-	-	-	100,000
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 148,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,310

**City of Edgerton
Project Cost Sheet**

Project Number:	
Dept:	Sewer
Primary Citizen Survey:	6 - Sewer
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name: 2029 CDBG Project

Project Description: The 2029 CDBG Project will be a continuation on the 2023 - 2027 CDBG Project. We will expend all 2027 Funds and pending where that gets us we will start this project where the 2025 project ends. More than like in the North East Quadrant of the City.

Operations Impact: 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: Holly Robertson
Mike Mabrey

Time: N/A

Outside Funding Available? Yes

Notes: Anticipated project to be awarded \$200,000 through the JOCO CDBG program. If funding is reduced or not awarded, budget, funding, and description will be adjusted.

Year of Design 2028
Year of Construction 2029

Year of Completion 2029

Inflation Factor:

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Project Cost	Todays \$	2024	2025	2026	2027	2028	2029
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	50,000	-	-	-	-	-	50,000
Construction	200,000	-	-	-	-	-	200,000
Construction Inspection	30,000	-	-	-	-	-	30,000
City Engineer	8,000	-	-	-	-	-	8,000
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	2,000	-	-	-	-	-	2,000
Contingency	10,000	-	-	-	-	-	10,000
Total Cost	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000

Project Financing							
Grants	200,000	-	-	-	-	-	200,000
Sewer Fund	100,000	-	-	-	-	50,000	50,000
Total Funding Sources	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 250,000

**City of Edgerton
Project Cost Sheet**

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker
Holly Robertson

Time:

Outside Funding Available?

Notes:

Year of Design

Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2024	2025	2026	2027	2028	2029
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	148,310	-	-	-	-	-	148,310
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 148,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,310

Project Financing							
Special Highway Fund	48,310	-	-	-	-	-	48,310
General Fund	100,000	-	-	-	-	-	100,000
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 148,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,310

**City of Edgerton
Project Cost Sheet**

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

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Holly Robertson

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 2025
Year of Construction 2025 **Year of Completion** 2025

Inflation Factor:

Project Cost	Todays \$	2024	2025	2026	2027	2028	2029
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Study/Planning	265,000	-	265,000	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
In-Kind Staff Time	10,000	-	10,000	-	-	-	-
Total Cost	\$ 275,000	\$ -	\$ 275,000	\$ -	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
KDOT	45,000	-	45,000	-	-	-	-
Grants	220,000	-	220,000	-	-	-	-
Other	10,000	-	10,000	-	-	-	-
Total Funding Sources	\$ 275,000	\$ -	\$ 275,000	\$ -	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

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

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name: E 3rd Street Reconstruction (adjacent to The Greenspace)

Project Description: As part of The Greenspace project, the alley connection to E 3rd Street identified deteriorating asphalt conditions made worse by the heavy traffic loads of Fire Trucks utilizing this road for the fire station. Additional drainage issues have caused subgrade failure. In order to correct the drainage and repair the road conditions a rebuild is recommended as a project outside of the Greenspace, but possibly correlated with the construction of 2nd Street. This project includes the design and reconstruction of E 3rd street from Nelson to Martin Street. City Council guidance was provided on September 12, 2024.

Operations Impact:

Additional Staff: Holly Robertson

Outside Funding Available? Maybe

Notes: Project could be completed in conjunction with 2nd Street to limit cost for a second mobilization and combine contractor efforts

Year of Design 2024
Year of Construction 2025
Year of Completion 2025

Inflation Factor:

Project Cost	Todays \$	2024	2025	2026	2027	2028	2029
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	30,000	-	30,000	-	-	-	-
Construction	250,000	-	250,000	-	-	-	-
Construction Inspection	30,000	-	30,000	-	-	-	-
City Engineer	10,000	-	10,000	-	-	-	-
Utility Relocation	60,000	-	60,000	-	-	-	-
Land Acquisition/ROW/Easements	10,000	-	10,000	-	-	-	-
Permits	2,500	-	2,500	-	-	-	-
Misc. (Legal, recording fees)	10,000	-	10,000	-	-	-	-
Contingency	25,000	-	25,000	-	-	-	-
Total Cost	\$ 427,500	\$ -	\$ 427,500	\$ -	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Excise Tax	427,500	427,500	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 427,500	\$ 427,500	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	SAN0002-23
Dept:	Sewer
Primary Citizen Survey:	6 - Sewer
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name:

Project Description:

Operations Impact:

Additional Staff: Holly Robertson

Time: N/A

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2023	2024	2025	2026	2027	2028
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	537,254	-	537,254	-	-	-	-
Construction	2,984,743	-	2,984,743	-	-	-	-
Construction Inspection	358,169	-	358,169	-	-	-	-
City Engineer	119,390	-	119,390	-	-	-	-
Utility Relocation	40,000	-	40,000	-	-	-	-
Land Acquisition/ROW/Easements	119,390	-	119,390	-	-	-	-
Permits	5,000	-	5,000	-	-	-	-
Misc. (Legal, recording fees)	10,000	-	10,000	-	-	-	-
Contingency	826,054	-	826,054	-	-	-	-
Total Cost	5,000,000.00	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -

Project Financing							
RHID	\$ 5,000,000	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 5,000,000	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:	WTR0004-24
Dept:	Water
Primary Citizen Survey:	4 - Water
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name: Dwyer Farms Development Water Connections - Phase 1

Project Description: Phase 1 water main connections to Dwyer Farms Development. Two connections are included in this phase at Rushmore and Braun (1.1) and 8th and 209th Street (1.2). Construction will be done separately. Connection 1.1 has been constructed as of July 2024. Connection 1.2 is designed and to be constructed. The connection along Braun does include extension of appx. 200 LF of 6" pipe to the proposed intersection with the development.

Operations Impact:

Additional Staff: Holly Robertson

Time: N/A

Outside Funding Available? Yes

Notes: Utilize RHID

Year of Design: 2024
Year of Construction: 2024-TBD

Year of Completion: TBD

Inflation Factor:

Project Cost	Today's \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	18,000	-	-	18,000	-	-	-
Construction	190,000	-	-	190,000	-	-	-
Construction Inspection	22,800	-	-	22,800	-	-	-
City Engineer	7,600	-	-	7,600	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	7,600	-	-	7,600	-	-	-
Permits	2,500	-	-	2,500	-	-	-
Misc. (Legal, recording fees)	5,000	-	-	5,000	-	-	-
Contingency	38,000	-	-	38,000	-	-	-
Total Cost	\$ 291,500	\$ -	\$ -	\$ 291,500	\$ -	\$ -	\$ -

Project Financing							
RHID	\$ 291,500	\$ -	\$ -	\$ 291,500	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 291,500	\$ -	\$ -	\$ 291,500	\$ -	\$ -	\$ -

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Public Works

Agenda Item: Consider Resolution No. 10-24-24H Pursuant To K.S.A. § 26-201 Setting Forth The Necessity For Condemnation Of Private Property And Authorizing Preparation Of A Survey And Legal Descriptions Of The Properties To Be Condemned

Background/Description of Item:

The City of Edgerton is reconstructing East 2nd Street / COOP Road from Nelson Street to the south City Limits and East Edgewood/West Edgewood Road from East 2nd Street / COOP Road to West 4th Street. The project includes complete reconstruction of the pavement down to subgrade, new sidewalks, streetlights, new stormwater infrastructure, utility improvements, and drainage improvements along the project.

The City needs temporary construction easements and permanent drainage easement, permanent pedestrian easement, and right-of-way from 44 properties on East 2nd Street/Coop Road from Nelson Street to South City Limits and on Edgewood from E 2nd Street/COOP Road to W 4th Street.

Since June 2024, City Staff has contacted property owners and are currently in discussions with the majority of owners. Similar to previous projects, City staff intends on continuing the easement acquisition process by providing official easement offers to property owners with a 30-day time frame for all properties.

Staff will continue to negotiate easements with the property owners as the preferred method to acquire the easements. However, in case negotiations do not reach a conclusion that satisfies both parties, staff recommends moving forward with the condemnation process.

The first step in that process would be for City Council to pass a resolution confirming the necessity for condemnation and authorizing the preparation of survey and legal description. In an effort to meet the tight project schedule, staff is requesting that City Council approve this resolution for all easements necessary. Passing the resolution does not prohibit the City from continuing to negotiate and/or acquire the easements – it simply authorizes the preparation of the descriptions. Any property where an easement is acquired through negotiation can be removed from the condemnation process in the future.

The resolution is in draft form, currently under review by City Attorney. All revisions will be made prior to City Attorney approval.

Enclosed with the packet is a draft resolution as reviewed and pending approval by the City Attorney that includes easements necessary for the Projects.

Related Ordinance(s) or Statue(s): K.S.A. 26-201

Funding Source: LPKC Ph 1 PIF

Budget Allocated: \$4,762,495

Finance Director Approval:  x
Karen Kindle, Finance Director

Recommendation: Approve Resolution No. 10-24-24H Pursuant To K.S.A. § 26-201 Setting Forth The Necessity For Condemnation Of Private Property And Authorizing Preparation Of A Survey And Legal Descriptions Of The Properties To Be Condemned

Enclosed: Draft Resolution

Prepared by: Holly Robertson, PE; CIP Project Manager

RESOLUTION NO. 10-24-24H

A RESOLUTION PURSUANT TO K.S.A. § 26-201 SETTING FORTH THE NECESSITY FOR CONDEMNATION OF PRIVATE PROPERTY AND AUTHORIZING PREPARATION OF A SURVEY AND LEGAL DESCRIPTIONS OF THE PROPERTY TO BE CONDEMNED

WHEREAS, K.S.A. § 26-201 authorizes a City to acquire by condemnation any interest in real property when it is deemed necessary, for use by the City, by the governing body of the City; and

WHEREAS, the City wishes to reconstruct and improve East 2nd Street / Coop Road from Nelson Street to the South City Limits and East Edgewood Drive / West Edgewood Drive from East 2nd Street to West 4th Street to include new pavement, sidewalk, utility relocation, stormwater infrastructure, street lighting, and grading for improved drainage within the road right-of-way, (hereinafter "the Projects") said location being within the city limits of the City of Edgerton, Kansas; and

WHEREAS, the City has determined it necessary to acquire right-of-way, permanent drainage, permanent pedestrian easements, and temporary construction easements on properties located within the Glendell Acres First Plat, Glendell Acres Second Plat, and City of Edgerton (Martin) Plat with the City limits of the City of Edgerton, to ensure that city streets and utilities to be constructed on that property are fully within right-of-way and utility easements held by the City; and

WHEREAS, the City has need to obtain ownership of the properties to maintain proper drainage and to preserve overall health and welfare of its citizens.

WHEREAS, the City has attempted, and will continue to attempt, to negotiate with the private landowner for the easements needed for the Projects.

THEREFORE, BE IT RESOLVED by the City that it is necessary to exercise its power of eminent domain, pursuant to the provisions and under the authority to acquire land through the use of eminent domain as authorized by the Constitution of the State of Kansas, Article 12, Section 5; K.S.A. § 26-201 and, K.S.A. 26-501, et. seq.

The names of the owners, the identity of all lienholders of record and the names of any other parties claiming an interest in the parcels affected by the property to be taken, and which have been deemed necessary for lawful purposes, are as follows:

TRACT 2

Owners of Record: Pamela R Sill AKA Pam Sill

Lienholders of Record: Primelending, a Plainscapital Company, through MERS at PO Box 2026, Flint, MI 48501-2026.

Party in Possession: Owner

Easement Interests: Right-of-Way granted to Independent Pipe Line Co. of Kansas assigned to Kansas Pipeline Company and partially assigned to Texaco Pipeline Inc. and OKM Gas Pipeline Company. Water Easement, Right-of-Way to The Gas Service Company, Temporary Construction Easement to the City of Edgerton and Permanent Easement to the City of Edgerton.

Property: Beginning at a point 463.0 feet East and 330 feet North of the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 7; thence North 500.6 feet and parallel to the West line of said Quarter Quarter Section; thence South 86°43' East 838.7 feet to a point on the center line of County Road; thence South 300.0 feet and along the center line of County Road; thence Southwesterly 166.7 feet and continuing along center line of County Road; thence West 777.9 feet to point of beginning; being a part of Lot 1, COUNTY CLERK'S SUBDIVISION, Northeast Quarter of the Southwest Quarter of Section 7, Township 15, Range 22, Johnson County, Kansas, EXCEPT that part described as follows: Commencing at the Northeast corner of the Southwest Quarter Section of Section 7, Township 15, Range 22; thence South 0°07'28" East 540.62 feet along the East line of said Quarter Section; thence North 86°43'00" West 30.05 feet to the true point of beginning, said point being the Southeast corner of Lot 51, Glendell Acres, First Plat Amended, a subdivision; thence North 86°43'00" West 10.0 feet along the South line of said Lot 51; thence South 11°30'42" West 464.48 feet; thence North 89°31'32" East 33.0 feet to a point on the West Right of Way line of a County Road; thence along the West Right of Way line of said road as follows: North 28°38'42" East 146.83 feet; thence North 0°07'28" West 325.44 feet to the point of beginning, being a part of Lot 1, County Clerk's Subdivision, all in Johnson County, Kansas, except any part in roads.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 3

Owners of Record: Ross G. Ackley

Lienholders of Record: Mid America Bank 802 Ames Street PO Box 4 Baldwin City, KS 66006, Federal Home Loan Bank of Topeka

Party in Possession: Owner

Easement Interests: None

Property: Lot 51, GLENDELL ACRES, FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas, according to the recorded plat thereof.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement and Right-of-Way

TRACT 4

Owners of Record: Ottawa Cooperative Association

Lienholders of Record: Financing Statement filed under Uniform Commercial Code Document No. 3738806, The Ottawa Cooperative Association Debtor; and Intrust Bank, N.A., Secured Party.

Party in Possession: Owner

Easement Interests: Railroad rights-of-way, switch tracks, spur tracks, and all easements, licenses or servitudes within, appurtenant to or serving such rights-of-way or easements, including, but not limited to, electric and telephone transmission lines, broadband transmission lines, video and multi-channel video, pipelines and any facilities in support of telephone, communication or transportation.

Property:

Tract 1: All that part of the Southeast Quarter of Section 7, Township 15, Range 22, Johnson County, Kansas, lying West of the Atchison, Topeka and Santa Fe Right-of-Way and the Westerly 30 feet of vacated county road adjacent to the West line.

Tract 2: Lots 2 to 19, inclusive, Block 1, Town of Martin commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, AND All that part of the Southeast Quarter of Section 7, Township 15, Range 22, City of Edgerton, Johnson County, Kansas, lying West of the Atchison, Topeka and Santa Fe Right-of-Way and the Westerly 30 feet of vacated county road adjacent to the West line

Interests to be Acquired by Eminent Domain: Temporary Construction Easement and Right-of-Way

TRACT 5

Owners of Record: Kyle McSpadden

Lienholders of Record: None

Party in Possession: Owner

Easement Interests: None

Property: The East 10 feet of Lot 11, all of Lots 12, 13 and 14, Block 2, and the South half of vacated alley adjacent on the North, CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 6

Owners of Record: Dylan Watts

Lienholders of Record: Flat Branch Mortgage Inc., through MERS MERS, Inc., as a nominee for Unity Fidelity Funding, Corp. (prior owner) Certificate to Release filed.

Party in Possession: Owner

Easement Interests: None

Property: All of Lots 1, 2, 3, 4, 5, 6 and 7, block 2, CITY OF EDGERTON, and the North half of the vacated alley adjacent to Lost 1, 2 and 3 on the South, as recorded in Book 5007, Page 283 of the Johnson County Recorder's Office, all in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement and Permanent Drainage Easement

TRACT 7

Owners of Record: Andrew Schwarting

Lienholders of Record: Keller Mortgage, LLC dba Keller Mortgage through MERS, Inc.

Party in Possession: Owner

Easement Interests: None

Property:

Tract 1: Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13 and 14, and that part of vacated alley adjacent thereto, Block 3, TOWN OF MARTIN, commonly called Edgerton, a subdivision in the City of Edgerton, Johnson County, Kansas.

Tract 2: Lots 8 and 9, Block 3, CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement; Permanent Drainage Easement,

TRACT 8

Owners of Record: Calukas Properties, LLC

Lienholders of Record: Nationstar Mortgage, LLC by Assignment

Party in Possession: Tenant

Easement Interests: None

Property: Lots 11, 12, 13 and 14, Block 8, TOWN OF MARTIN, commonly called Edgerton, a subdivision in the city of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 9

Owners of Record: Charles E. Crooks and Charles E. Crooks Jr.

Lienholders of Record: Mid America Bank

Party in Possession: Owner

Easement Interests: None

Property: Lots 1, 2, 3 and 4, Block 8, TOWN OF MARTIN, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 10

Owners of Record: David Crow

Lienholders of Record: Open Mortgage, LLC through MERS, Inc.

Party in Possession: Owner

Easement Interests: None

Property: Lot 14, and the East Half of Lot 13, Block 9, CITY OF EDGERTON (MARTIN), a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 11

Owners of Record: Juan F. Abundiz and Visenta Hernandez

Lienholders of Record: None

Party in Possession: Owner

Easement Interests: None

Property: Lots 1 and 2, Block 9, TOWN OF MARTIN, COMMONLY CALLED EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 12

Owners of Record: Geullermo Pedroza

Lienholders of Record: LeaderOne Financial Corporation

Party in Possession: Owner

Easement Interests: None

Property: Lot 14, except the North 50 feet, Block 17, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 13

Owners of Record: Mario S. Perez Jr.

Lienholders of Record: First State Bank of St. Charles, MO

Party in Possession: Owner

Easement Interests: None

Property: The North 50 feet of Lots 12, 13 and 14, Block 17, TOWN OF MARTIN COMMONLY CALLED EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, according to the recorded plat thereof.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 14

Owners of Record: Curtis Crisler and Eileen Crisler

Lienholders of Record: None

Party in Possession: Tenant

Easement Interests: None

Property: Lots 1, 2 and 3, Block 17, TOWN OF MARTIN, (commonly called the City of Edgerton), Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement and Permanent Pedestrian Easement

TRACT 16

Owners of Record: Josua P. Batchelor

Lienholders of Record: MERS, Inc. as nominee for Synergy One Lending, INC.

Party in Possession: Owner

Easement Interests: None

Property: The North 20 feet of Lots 7 thru 12 Inclusive, Block 4 and the South 50 feet of vacated Rankin Street adjacent thereto, TOWN OF MARTIN, (commonly called Edgerton), a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 17

Owners of Record: Chris Rosner

Lienholders of Record: Unknown

Party in Possession: Owner

Easement Interests: Right of Way Lease to The Kansas Trust Company (a corporation) as trustee for The Manhattan Pipe Line Company, a corporation.

Property: The South 60 feet of Lots 13 through 18 inclusive, Block 7, and the North 10 feet of vacated Rankin Street adjacent thereto, TOWN OF MARTIN, commonly called Edgerton, a subdivision in the City of Edgerton, Johnson County, Kansas, according to the recorded plat thereof.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 18

Owners of Record: Thore James Hammitt

Lienholders of Record: MERS, Inc. as nominee for Sente Mortgage, Inc.

Party in Possession: Owner

Easement Interests: None

Property: The North 70 feet of Lots 13 through 18 inclusive, Block 7, TOWN OF MARTIN, COMMONLY CALLED EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, according to the recorded plat thereof.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 19

Owners of Record: Cynthia Joan Cope

Lienholders of Record: None

Party in Possession: Owner

Easement Interests: None

Property: Lots 9, 10, 11 and 12, Block 7, in TOWN OF MARTIN, commonly called the City of Edgerton, a subdivision in Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 20

Owners of Record: John Marsh aka John L. Marsh

Lienholders of Record: James B. Nutter & Company, last assigned to Lakeview Loan Servicing, LLC

Party in Possession: Owner

Easement Interests: None

Property: Lot 13, 14 and 15, Block 10, CITY OF EDGERTON, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 21

Owners of Record: Matt Wayne Stevens, Trustee of the Emerton Family Trust

Lienholders of Record: None

Party in Possession: Owner

Easement Interests: None

Property: Lots 9 to 12, inclusive, Block 10, City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 22

Owners of Record: Anne N. Patterson and Craig W. Patterson, Trustees under Trust Agreement with Andrew L. Patterson as Settlor

Lienholders of Record: None

Party in Possession: Owner

Easement Interests: None

Property: Lot 13, Block 16, TOWN OF MARTIN, COMMONLY CALLED EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 23

Owners of Record: Thomas E. Barlett and Kara S. Barlett

Lienholders of Record: None

Party in Possession: Tenant

Easement Interests: None

Property: Lots 10, 11 and 12, Block 16, TOWN OF MARTIN, commonly called Edgerton, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement and Permanent Pedestrian Easement

TRACT 24

Owners of Record: Reed E. Smith and Victoria A. Smith, Trustees, or their successors in interest, of the Smith Living Trust

Lienholders of Record: None

Party in Possession: Owner

Easement Interests: Easement Conveyance to Kansas City Power & Light Company

Property: Lot 3, GLENDELL ACRES, SECOND PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas, according to the recorded plat thereof.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 26

Owners of Record: Matthew R Talley and Melissa R Talley

Lienholders of Record: Mortgage Electronic Registration Systems, Inc. as nominee for PHH Mortgage Corporation Bank of America, NA

Party in Possession: Owner

Easement Interests: Easement Conveyance to Kansas City Power & Light Company

Property: Lot 2, GLENDELL ACRES, SECOND PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 27

Owners of Record: Stephanie Woodley

Lienholders of Record: None

Party in Possession: Owner

Easement Interests: None

Property: Lot 1, GLENDELL ACRES, SECOND PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 28

Owners of Record: Michael A. Tate and Carolyn A. Tate

Lienholders of Record: Mid America Bank

Party in Possession: Owner

Easement Interests: None

Property: Lot 15, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 29

Owners of Record: Jane O'Neal and Danny O'Neal

Lienholders of Record: None

Party in Possession: Tenant

Easement Interests: None

Property: Lot 16, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 30

Owners of Record: Tim J. Miller

Lienholders of Record: ABN AMRO Mortgage Group, Inc.

Party in Possession: Owner

Easement Interests: None

Property: Lot 40, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 31

Owners of Record: Erica Kell and Jacob Foster

Lienholders of Record: Primelending, a Plainscapital Company, through MERS at PO Box 2026, Flint, MI 48501-2026.

Party in Possession: Owner

Easement Interests: None

Property: Lot 32, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 32

Owners of Record: David L. Fuller

Lienholders of Record: Rural Housing Service, c/o Centralized Servicing Center, USDA, PO Box 66889, St. Louis, MO 66889.

Party in Possession: Owner

Easement Interests: None

Property: Lot 52, EXCEPT the North 17.5 feet thereof, and 30 feet of vacated street adjacent on the East, GLENDELL ACRES, FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement; Permanent Drainage Easement, Permanent Pedestrian Easement and Right-of-Way.

TRACT 33

Owners of Record: Sarah C. Lenker

Lienholders of Record: First State Bank of St. Charles, MO, through MERS

Party in Possession: Owner

Easement Interests: None

Property: Lot 31, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 34

Owners of Record: Graham M. Shertz and Heather M. Rich

Lienholders of Record: Peoples Bank, Admirals Bank, Bank of America, NA

Party in Possession: Owner

Easement Interests: Easement granted to Kansas City Power and Light Company, "Gas Purchase Agreement" by and between Doug McMullin, George W. McMullin, Ronald Deweese, and Phillips Petroleum Company

Property: Lot 176, GLENDELL ACRES, SECOND PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 35

Owners of Record: Larry L. Pearce and Donna D. Pearce Co Trustees of the Larry L. Pearce Intervivos Trust

Lienholders of Record: None

Party in Possession: Owner

Easement Interests: Easement granted to Kansas City Power and Light Company

Property: Lot 162, GLENDELL ACRES, SECOND PLAT, a subdivision in Edgerton, Johnson County, Kansas, according to the recorded plat thereof.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 36

Owners of Record: Steven G. Crim

Lienholders of Record: Central Bank of the Midwest, a Banking Institution

Party in Possession: Owner

Easement Interests: None

Property: Lots 160 and 161, GLENDELL ACRES, SECOND PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 37

Owners of Record: Melissa R. Franq and David J. Franq

Lienholders of Record: BNC National Bank, through MERS, Kansas Department of Revenue

Party in Possession: Owner

Easement Interests: None

Property: Lot 41, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 38

Owners of Record: Levi Miller A/K/A Levi C. Miller

Lienholders of Record: Fairway Independent Mortgage Corporation, through MERS

Party in Possession: Owner

Easement Interests: None

Property: Lot 42, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 39

Owners of Record: Morgan M. Hillman and Tyrone A. Hillman

Lienholders of Record: Rocket Mortgage, LLC, through MERS

Party in Possession: Owner

Easement Interests: None

Property: Lot 43, GLENDELL ACRES FIRST PLAT AMENDED, subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 40

Owners of Record: Susan E. Brewer

Lienholders of Record: None

Party in Possession: Owner

Easement Interests: None

Property: Lot 44, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 41

Owners of Record: Brian C. Nick, Samantha R. Nick, Bruce Alan Sebring

Lienholders of Record: United Mortgage, LLC, through MERS

Party in Possession: Owner

Easement Interests: None

Property: Lot 45, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 42

Owners of Record: Brenda L. Spurgeon

Lienholders of Record: None

Party in Possession: Owner

Easement Interests: None

Property: Lot 46, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 43

Owners of Record: Steven R. Harkins

Lienholders of Record: PennyMac Loan Services, LLC

Party in Possession: Owner

Easement Interests: None

Property: Lot 47, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 44

Owners of Record: David J. Lammers and Nancy L. Lammers

Lienholders of Record: First State Bank of St. Charles, MO, through MERS

Party in Possession: Owner

Easement Interests: None

Property: Lot 49, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 45

Owners of Record: Alan G. Donahoo

Lienholders of Record: None

Party in Possession: Owner

Easement Interests: None

Property: Lot 48, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 46

Owners of Record: Joy Crosley and Deven Ayres

Lienholders of Record: Bay Equity, LLC, through MERS

Party in Possession: Owner

Easement Interests: None

Property: Lot 50, GLENDELL ACRES FIRST PLAT AMENDED, a subdivision in the City of Edgerton, Johnson County, Kansas.

Interests to be Acquired by Eminent Domain: Temporary Construction Easement

TRACT 47

Owners of Record: Ottawa Cooperative Association

Lienholders of Record: Financing Statement filed under Uniform Commercial Code Document No. 3738806, The Ottawa Cooperative Association Debtor; and Intrust Bank, N.A., Secured Party.

Party in Possession: Owner

Easement Interests: Corporation Easement granted to Kansas City Power & Light Company

Property: Commencing at the Northeast corner of the Southwest Quarter of Section 7, Township 15, Range 22; thence South 0 degrees 07 minutes 28 seconds East 540.62 feet along the East line of said Quarter Section; thence North 86 degrees 43 minutes 00 seconds West 30.05 feet to the True Point of Beginning, said point being the Southeast corner of Lot 51, GLENDELL ACRES, FIRST PLAT AMENDED, a subdivision; thence North 86 degrees 43 minutes 00 seconds West 10.0 feet along the South line of said Lot 51; thence South 11 degrees 30 minutes 42 seconds West 464.48 feet; thence North 89 degrees 31 minutes 32 seconds East 33.0 feet to a point on the West Right-of-Way line of a county road; thence along the West Right-of-Way line of said road as follows: North 28 degrees 38 minutes 42 seconds East 146.83 feet; thence North 0 degrees 07 minutes 28 seconds West 325.44 feet to the Point of Beginning, being a part of Lot 1, COUNTY CLERK'S SUBDIVISION, all in Johnson County, Kansas AND the vacated county road adjacent to the East line EXCEPTING the presently dedicated Second Street which transverses the above described property AND EXCEPT any other part in streets or roads or highway Rights-of-Way AND EXCEPT that part dedicated for streets..

Interests to be Acquired by Eminent Domain: Temporary Construction Easement and Right-of-Way

The above-named properties are necessary to perform the road, drainage, utility, and safety improvements for the Projects. The City does not intend to sell the property to any private party after condemnation. The City Attorney is authorized and directed to file condemnation proceedings necessary to give effect to this resolution.

City Staff is authorized to have a survey conducted and a description of the land and easements to be condemned to be prepared by a competent engineer. Both the survey and the description of the property to be condemned shall be filed with the City Clerk upon their completion.

The City Clerk is hereby directed to publish this Resolution once in the City's official newspaper.

This Resolution shall be effective upon its approval and adoption.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 24TH DAY OF OCTOBER, 2024.

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Public Works

Agenda Item: Consider a Budget Adjustment for the 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project

Background/Description of Item:

On May 25, 2023 City Council approved the submission of an application to Johnson County for the 2nd and Hulett Sanitary Sewer Project for Community Development Block Grant (CDBG) funding.

In October of 2023 Johnson County notified staff of the proposed award of the partial funding request (\$91,512).

At the time of Council approval of the CIP, the total project budget was \$145,012 assuming the construction bids would come in within the construction estimate provided by the design engineer. However, the construction bids came in higher than anticipated.

Later on tonight's Council meeting (10/24/24) is the consideration of awarding bid to a contractor in the amount of \$104,555. Utilizing that bid, expenditures for design, and estimates for construction inspection services, the project budget is proposed to be \$198,257.81, summarized in the chart in the memo.

Funding for this project consists of the Johnson County CDBG award and the Sewer Fund. City Staff has identified additional funding remaining from the 2021 CDBG project. During the 2023 CDBG budget adjustment Staff recommended utilizing remaining funds from the past CDBG projects for the 2024 CDBG project. A breakdown of the funding sources is included in the following table. With the transfer of 2021 CDBG remaining funds there are sufficient funds for the 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project.



Project Costs	Amount
Design	\$ 37,500.00
Design Support During Construction	\$ 16,000.00
Construction	\$ 104,555.00
Construction Inspection	\$ 36,202.81
Estimated City Engineer	\$ 2,000.00
Misc. (Legal Fees, CDBG requirements, etc.)	\$ 2,000.00
REVISED PROJECT BUDGET	\$ 198,257.81

Funding Sources Description	Amount
CDBG Award	\$ 91,512.00
Sewer Fund	\$ 53,500.00
2021 CDBG Balance Roll-Over	\$ 53,245.81
REVISED FUNDING TOTAL	\$ 198,257.81

Related Ordinance(s) or Statute(s):

Funding Source: Sewer Fund: \$53,500
CDBG: \$91,512
Rollover from 2021 CDBG: \$53,245.81

Budget Allocated: \$145,012 revised to \$198,257.81

Finance Director Approval: x 
Karen Kindle, Finance Director

Agenda Item: Approve a Budget Adjustment for the 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project to \$198,257.81

Enclosed: N/A

Prepared by: Dan Merkh, Public Works Director

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Public Works

Agenda Item: Consider Award of Construction Contract to SAK Construction, LLC for the 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project in the amount of \$104,555.00.

Background/Description of Item:

On May 25, 2023 City Council approved the submission of an application to Johnson County for the 2nd and Hulett Sanitary Sewer Project for Community Development Block Grant (CDBG) funding.

In October of 2023 Johnson County notified staff of the proposed award of the partial funding request (\$91,512).

On April 25, 2024, City Council approved the contract with Tetra Tech for the design of the project and scope.

On July 25, 2024 City Council approved a change order for Tetra Tech to include construction administration services.

On September 12, 2024 City Council approved the concurrence to bid.

On October 7, 2024, the City of Edgerton held a public bid opening. A total of four (4) bids were received, opened and read aloud to the public. This project consisted of a base bid and no alternatives. The base bids ranged from a low of \$92,337.05 to a high of \$113,310.00. Tetra Tech provided an opinion of probable cost of \$69,995.00. Tetra Tech has provided a letter to disregard the opinion of probable cost due to the volatility of the market. Tetra Tech's letter also recommends rejecting the Municipal Pipe Tool bid due to exceeding the maximum mobilization bid item. Tetra Tech recommends SAK Construction, LLC as the most qualified, apparent low bidder.

Based upon review of the bids, the letter of recommendation by Tetra Tech and requirements from US Department of Housing and Urban Development (HUD) for CDBG projects, staff recommends the apparent low bidder, SAK Construction, LLC. to complete the project, as they are qualified to perform the scope of work included in this project.

The total project funding consists of CDBG funds and Sewer funds as described in the Council Action Item earlier tonight regarding the project budget update.

City staff recommends approval of award to SAK Construction, LLC for the 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project pending City Attorney and Johnson County approval.

Related Ordinance(s) or Statute(s):

Funding Source: Sewer Fund: \$53,500
CDBG: \$91,512
Rollover from 2021 CDBG: \$53,245.81

Budget Allocated: \$145,012 revised to \$198,257.81 (pending approval 10-24-24)

Finance Director Approval: x 
Karen Kindle, Finance Director

Agenda Item: Approve Award of Construction Contract to SAK Construction, LLC for the 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project in the amount of \$104,555.00.

Enclosed: Bid tabulation
Letter of Recommendation

Prepared by: Dan Merkh, Public Works Director



October 15, 2024

Ms. Holly Robertson
CIP Project Manager - Public Works Department
City of Edgerton
404 East Nelson
Edgerton, Kansas 66021

Re: 2nd and Hulett Sanitary Sewer Rehabilitation, Project No. SAN0016-24 - Bid Evaluation and Recommendation

Dear Ms. Robertson,

Bids for the 2nd and Hulett Sanitary Sewer Rehabilitation project were received on October 7, 2024. A total of four (4) bids were received. The bids ranged between \$92,337.05 and \$113,310.00 for the total base bid.

Municipal Pipe Tool submitted the lowest bid of \$92,337.05. However, because the mobilization bid item was limited to a maximum of 5% and Municipal Pipe Tool's mobilization bid represents 23% of the total bid, this bid was rejected.

SAK submitted the next lowest bid of \$104,555.00. No irregularities were found with the Bid Schedule Proposal. SAK's bid was 49% higher than the Engineer's Estimate of \$69,995.00; however, our review of the current local market indicates to re-design/re-advertise the project would not result in lower bids.

SAK submitted the required bid forms, statement of bidder's qualifications and experience reference summary. Based on the Statement of Bidder's Qualifications and the Engineer's prior experience with this contractor, the Bidder appears to possess a record of successfully completing work generally similar in nature, complexity, and size to the Project. Tetra Tech spoke with one additional reference listed who also expressed their satisfaction with the competency and quality of the work performed. They stated they would be willing to hire SAK for future projects.

Tetra Tech recommends the award of 2nd and Hulett Sanitary Sewer Rehabilitation, Project No. SAN0016-24 to SAK for the lowest total base bid amount of \$104,555.00. If you have any questions regarding this letter, please contact us at 816-412-1758.

Sincerely,

A handwritten signature in blue ink that reads 'Bridget Harper'.

Bridget Harper, P.E.
Project Manager

2024 CDBG - 2nd and Hulett Sanitary Sewer Rehabilitation Construction Bid Tabulations

	Item Description	Unit	Qty.	Engineer's Estimate		Municipal Pipe Tool Company, LLC		SAK Construction, LLC		Smitco Contracting Group, LLC		The Havens Construction, Inc.	
				Unit Pricing	Total	Unit Pricing	Total	Unit Pricing	Total	Unit Pricing	Total	Unit Pricing	Total
1	Mobilization (limited to 5% of base bid total)	LS	1	\$3,330.00	\$3,330.00	\$21,125.00	\$21,125.00	\$2,300.00	\$2,300.00	\$5,643.00	\$5,643.00	\$5,000.00	\$5,000.00
2	Preliminary Cleanging and Closed-Circuit Television (CCTV) Inspection; 8-inch	LF	1805	\$7.00	\$12,635.00	\$3.31	\$5,974.55	\$6.00	\$10,830.00	\$6.25	\$11,281.25	\$18.00	\$32,490.00
3	Cured-in-Place Pipe Lining Gravity Sewer; 8-inch Pipe	LF	815	\$40.00	\$32,600.00	\$36.50	\$29,747.50	\$65.00	\$52,975.00	\$56.00	\$45,640.00	\$53.00	\$43,195.00
4	Point Repair 10-foot or less; 8-inch Pipe	Each	2	\$7,590.00	\$15,180.00	\$8,925.00	\$17,850.00	\$9,900.00	\$19,800.00	\$21,400.00	\$42,800.00	\$11,300.00	\$22,600.00
5	Manhole Rehabilitation - Cementitious Lining	VF	10	\$375.00	\$3,750.00	\$1,575.00	\$15,750.00	\$1,665.00	\$16,650.00	\$197.00	\$1,970.00	\$630.00	\$6,300.00
6	Replace Manhole Frame and Cover	Each	1	\$2,500.00	\$2,500.00	\$1,890.00	\$1,890.00	\$2,000.00	\$2,000.00	\$3,187.00	\$3,187.00	\$3,725.00	\$3,725.00
Total Base Bid				\$69,995.00		\$92,337.05		\$104,555.00		\$110,521.25		\$113,310.00	

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Public Works

Agenda Item: Consider a Professional Services Agreement with Renaissance Infrastructure Consulting to Provide Construction Inspection Services for the 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project

Background/Description of Item:

On May 25, 2023 City Council approved the submission of an application to Johnson County for the 2nd and Hulett Sanitary Sewer Project for Community Development Block Grant (CDBG) funding.

In October of 2023 Johnson County notified staff of the proposed award of the partial funding request (\$91,512).

On April 25, 2024, City Council approved the contract with Tetra Tech for the design of the project and scope.

On July 25, 2024 City Council approved a change order for Tetra Tech to include construction administration services.

On September 12, 2024 City Council approved the concurrence to bid.

On October 24, 2024 City Council is considering a project budget adjustment as well as awarding the construction contract.

Similar to other large infrastructure projects constructed by the City of Edgerton, a critical component to the success of the 2024 CDBG 2nd and Hulett Sanitary Sewer Rehabilitation Project is partnering with a firm to perform the construction inspection services. Renaissance Infrastructure Consulting (RIC) has submitted bids and gone through previous interview processes with City staff, including providing services for construction inspection of 200th and Homestead Intersection Project, the 2021 and 2023 CDBG Sanitary Sewer Rehabilitation Project. RIC performed the construction inspection services for multiple projects in the past few years with a high level of satisfaction and attention to detail.

Renaissance Infrastructure Consulting (RIC) is a valued partner with the City of Edgerton and ElevateEdgerton! having worked with the City on multiple occasions. RIC has extensive

knowledge of how Edgerton conducts projects. They also have a team with over 30 years' experience.

City Staff recommends utilizing RIC for Construction Inspection services of the construction associated with the 2024 CDBG 2nd and Hulett Sanitary Sewer Rehabilitation Project. Selection of RIC will expedite the start date for the project. City Staff and RIC will utilize the same agreement for services as previously agreed upon for the aforementioned projects. The Agreement provides a scope of work to include such services as performing inspections, notification of the City of any significant issues/changes to the plans, providing detailed reports of construction activity, reviewing testing reports and pay estimates, etc. The Agreement also includes an hourly rate schedule applicable for the term of the Agreement. The Agreement is structured similar to the Agreement for City Engineer services where the City is only billed for actual hours of work performed. As with prior projects, RIC provided an estimate for the project (\$36,202.81), staff will work with RIC to best prioritize the use of their services to limit the project budget.

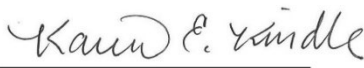
The Agreement is the City's standard agreement approved by City Attorney.

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

<u>Funding Source:</u>	Sewer Fund:	\$53,500
	CDBG:	\$91,512
	Rollover from 2021 CDBG:	\$53,245.81

Budget Allocated: \$145,012 revised to \$198,257.81 (pending approval on 10/24/24)

Finance Director Approval:

x 
Karen Kindle, Finance Director

Agenda Item: Approve a Professional Services Agreement with Renaissance Infrastructure Consulting to Provide Construction Inspection Services for the 2023 CDBG 1st and Martin Sanitary Sewer Rehabilitation Project for maximum not to exceed of \$36,202.81.

Enclosed: Professional Services Agreement with Renaissance Infrastructure Consulting for Inspection Services
Work Estimate

Prepared by: Dan Merkh, Public Works Director

**PROFESSIONAL
SERVICES
AGREEMENT
CONSULTANT-CLIENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day _____, _____ (the "Effective Date") by and between _____, party of the first part, (the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (the CLIENT).

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

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

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

SECTION 1 – DEFINITIONS

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

- 1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by **Exhibit 1** of this Agreement.
- 1.2 "Agreement" means this contract and includes change orders issued in writing.
- 1.3 "CLIENT" or "Client" means the City of Edgerton.
- 1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.
- 1.5 "Contract Documents" means those documents so identified in the Agreement for this Project.. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.
- 2.2 GENERAL DUTIES AND RESPONSIBILITIES
 - 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name: _____
Address: _____
Phone: _____

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement, as specifically provided in **Exhibit 2**.
- 2.2.5. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.6. **Endorsement:** When applicable, the CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.7. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.8. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for five (5) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. CONSULTANT'S review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that CONSULTANT is able to fully understand the project requirements.

- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: _____
Address: _____
Phone: _____

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one (1) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Reimbursable Expenses:** Reimbursable expenses shall be charged following approval by CLIENT. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT.
- 4.1.4. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and (1) percent per month.
- 4.1.5. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 3. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

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

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

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

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

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

otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

5.4 INDEMNIFY AND HOLD HARMLESS

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

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

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT

shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.10 TITLES, SUBHEADS AND CAPITALIZATION

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

5.11 SEVERABILITY CLAUSE

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

5.12 FIELD REPRESENTATION

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

5.13 HAZARDOUS MATERIALS

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

5.14 AFFIRMATIVE ACTION

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

5.15 SPECIAL PROVISIONS

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

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

CONSULTANT:

CLIENT:

(Firm Name)

**City of Edgerton,
Kansas**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

EXHIBIT 2

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

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

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

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

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

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

(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS

\$1,000,000 Per Claim

\$2,000,000 Aggregate

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

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

(4) WAIVER OF SUBROGATION

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

(5) CERTIFICATE OF INSURANCE

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self insured

losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

EXHIBIT 3
COST AND SCHEDULE

EXHIBIT 4
SPECIAL PROVISIONS

WORK ESTIMATE FORM
Cost Plus Net Fee

Project Name	Sanitary Sewer Rehabilitation	Date	10/17/2024
Client	City of Edgerton		
RIC Project Manager	Chip Corcoran	Phone	913-488-1256
Project Location	2nd & Hulett Street		

1. Project Setup	Eng and/or Mgr	<u>2</u>	@	<u>\$56</u>	=	\$112.00
	Chief Inspector	<u>8</u>	@	<u>\$40</u>	=	\$320.00
	Clerical	<u>1</u>	@	<u>\$28</u>	=	\$28.00
						<i>Subtotal</i>

2. Field Inspection	Eng and/or Mgr	<u>6</u>	@	<u>\$56</u>	=	\$336.00
	Chief Inspector	<u>210</u>	@	<u>\$40</u>	=	\$8,400.00
	Chief Inspector OT Prem.	<u>24</u>	@	<u>\$20</u>	=	\$480.00
	Clerical	<u>6</u>	@	<u>\$28</u>	=	\$168.00
					<i>Subtotal</i>	\$9,384.00

3. Project Closeout	Eng and/or Mgr	<u>2</u>	@	<u>\$56</u>	=	\$112.00
	Chief Inspector	<u>16</u>	@	<u>\$40</u>	=	\$640.00
	Clerical	<u>4</u>	@	<u>\$28</u>	=	\$112.00
					<i>Subtotal</i>	\$864.00

Summary Total Direct Payroll Costs

	Hours		Rate		Extension	
Eng and/or Mgr	<u>10</u>	@	<u>\$56</u>	=	\$560.00	
Chief Inspector	<u>234</u>	@	<u>\$40</u>	=	\$9,360.00	
Chief Inspector OT Prem.	<u>24</u>	@	<u>\$20</u>	=	\$480.00	
Clerical	<u>11</u>	@	<u>\$28</u>	=	\$308.00	
					<i>Total Direct Payroll Costs</i>	\$10,708.00



8653 Penrose Lane
Lenexa, KS 66219
913.317.9500
ric-consult.com

A. Total Direct Payroll Costs				\$10,708.00
B. Salary Related Overhead	187.50%			\$20,077.50
C. Total Payroll Plus Overhead				\$30,785.50
D. Net Fee		15%		\$4,617.83
E. Direct Expenses (Travel, Postage, Misc)	1415	0.565		\$799.48
	days			
	miles		\$0.00/mile	
Mileage	1415	@	\$0.57	= \$799.48
Total Other Direct Expenses				\$799.48
TOTAL COST PLUS NET FEE ESTIMATE				\$36,202.81

RIC Representative _____ Date _____

Client Representative _____ Date _____

City Council Action Item

Council Meeting Date: October 24, 2024

Department: Public Works

Agenda Item: Consider a Supplemental Agreement No. 1 with BG Consultants, Inc to Provide Construction Inspection Services of the Glendell Acres Park Renovation Project.

Background/Description of Item:

On February 22, 2024 City Council approved an update to the project budget and contract with CM Concrete for construction of the improvements at Glendell Acres Park.

On March 14, 2024 City Council approved a contract with BG Consultants, Inc. for the construction inspection services for the project. The Agreement provides a scope of work to include such services as performing inspections, notification of the City of any significant issues/changes to the plans, providing detailed reports of construction activity, reviewing testing reports and pay estimates, etc. The Agreement also includes an hourly rate schedule applicable for the term of the Agreement. The City is only billed for actual hours of work performed. As with prior projects, BG Consultants provided an original estimate for the project (\$10,000).

On October 10, 2024 City Council approved a no cost change order for CM Concrete for extra days within the contract. BG Consultants will need to inspect construction for the remaining of the project, including the extra days previously approved. This ensures proper installation and completion of various construction activities. Throughout the project, BG has played a crucial role in working with the contractor to provide a high level of workmanship. The inspection needs placed on BG Consultants are elevated in comparison to other projects.

Staff recommends approving Supplemental Agreement No. 1 with BG Consultants with a not to exceed price increase of \$8,200. The total contract amount for inspections if approved would be \$18,200. The KDHE Waste Tire Grant provided \$24,791.36 dollars, thus freeing up allocated dollars within the project. If this is approved, the project budget is \$3,489 under budget.

Related Ordinance(s) or Statue(s):

Funding Source: Park Impact Fee, General Fund, KDHE Waste Tire Grant

Budget Allocated: \$1,140,867

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve a Change Order to BG Consultants, Inc to Provide Construction Inspection Services of the Glendell Acres Park Renovation Project with a not to exceed amount of \$8,200.

Enclosed: Supplemental Agreement #1

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

Supplemental Agreement No. 1
to
Work Order – Consultant-Client
Between
City of Edgerton, Kansas and BG Consultants, Inc.
For
Construction Administration and Observation Services
for Glendell Acres Park Improvements
Edgerton, Kansas

The purpose of this Supplement No. 1 is to modify the scope of services of the original contract. The **City of Edgerton, Kansas**, hereinafter called the CLIENT, and **BG Consultants, Inc.**, hereinafter called the CONSULTANT, were parties to the original agreement. This agreement is a supplement to the AGREEMENT dated March 14th, 2024.

SECTION I – SCOPE OF SERVICES

Under the terms of Supplemental Agreement No. 1, the CLIENT and CONSULTANT agree to modify the AGREEMENT as follows:

Add the following section to Exhibit 1:

CONSTRUCTION OBSERVATION

1. Provide up to an additional 53 hours of Senior Construction Observer time.

SECTION II – COMPENSATION

The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the Fee Schedule attached to the Work Order and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of **\$8,200.00**.

Billing procedures and all other items pertaining to compensation are as described in the AGREEMENT.


SECTION III – OTHER MATTERS

It is mutually agreed and understood that all terms of the original Agreement, not specifically revised by this Supplement No. 1, shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties have executed this Supplement No. 1 on this _____ day of _____, 2024.

BG Consultants, Inc.
CONSULTANT

City of Edgerton, Kansas
CLIENT

By  _____
David J. Hamby, P.E., CFM

By _____

Title Vice President

Title _____

Date October 17, 2024

Date _____

City of Edgerton - 3rd Quarter 2024 Report
General Fund (Unaudited)

	YTD Actual	2024 Budget	% Used	Remaining
Revenues:				
Ad Valorem Tax	\$ 2,419,962	\$ 2,400,134	100.8%	\$ 19,828
City TIF Increment	\$ (51,025)	\$ (50,698)	100.6%	\$ (327)
Delinquent Tax	\$ 16,678	\$ -	n/a	\$ 16,678
Motor Vehicle Tax	\$ 42,129	\$ 46,871	89.9%	\$ (4,742)
Recreational Vehicle Tax	\$ 931	\$ 1,000	93.1%	\$ (69)
16/20M Vehicle Tax	\$ 209	\$ 323	64.6%	\$ (114)
Local Alcoholic Liquor Tax	\$ 7,330	\$ 8,500	86.2%	\$ (1,170)
Local Comp Use Tax	\$ 248,084	\$ 305,000	81.3%	\$ (56,916)
County Use Tax	\$ 103,695	\$ 155,000	66.9%	\$ (51,305)
Local Sales Tax	\$ 460,582	\$ 610,000	75.5%	\$ (149,418)
County Sales Tax	\$ 294,466	\$ 408,000	72.2%	\$ (113,534)
Franchise Tax	\$ 188,376	\$ 235,000	80.2%	\$ (46,624)
Licenses & Permits	\$ 49,890	\$ 414,850	12.0%	\$ (364,960)
Charges for Services	\$ 83,752	\$ 85,470	98.0%	\$ (1,718)
Fines & Forfeitures	\$ 98,311	\$ 80,000	122.9%	\$ 18,311
Miscellaneous	\$ 17,092	\$ -	n/a	\$ 17,092
Investment Income	\$ 41,907	\$ 15,000	279.4%	\$ 26,907
Total Revenue	\$ 4,022,368	\$ 4,714,450	85.3%	\$ (692,082)
Expenditures:				
General Government	\$ 844,579	\$ 1,221,435	69.1%	\$ 376,857
Law Enforcement	\$ 341,618	\$ 621,068	55.0%	\$ 279,450
Public Works	\$ 479,583	\$ 754,458	63.6%	\$ 274,875
Parks	\$ 313,432	\$ 372,387	84.2%	\$ 58,955
Facilities	\$ 80,534	\$ 135,908	59.3%	\$ 55,374
Fleet Maintenance	\$ 41,757	\$ 67,050	62.3%	\$ 25,293
Community Development	\$ 271,403	\$ 495,394	54.8%	\$ 223,991
Economic Development	\$ 473,544	\$ 580,900	81.5%	\$ 107,356
Information Technology	\$ 79,740	\$ 102,035	78.1%	\$ 22,295
Employee Benefits	\$ 429,785	\$ 630,401	68.2%	\$ 200,617
Total Expenditures	\$ 3,355,974	\$ 4,981,037	67.4%	\$ 1,625,062
Sources Over(Under) Expenditures:	\$ 666,394	\$ (266,587)		
Other Financing Sources & Uses				
Transfers from Other Funds:				
Transfer from Capital Projects Fund	\$ 17,556	\$ -	n/a	\$ (17,556)
Transfer from TIF Funds-City TIF Fee	\$ 1,901	\$ 1,107	171.8%	\$ (794)
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-General	\$ (125,000)	\$ (125,000)	100.0%	\$ -
Transfer to Capital Projects Fund	\$ (115,625)	\$ -	n/a	\$ 115,625
Total Other Financing Sources & Uses	\$ (221,168)	\$ (123,893)		
Beginning Fund Balance	\$ 2,812,785	\$ 2,058,293		
Estimated Ending Fund Balance		\$ 1,667,813		
Unaudited Ending Fund Balance	\$ 3,258,012			
Reserve Required				
17% of 2024 budgeted expenditures	\$ 846,776			
25% of 2024 budgeted expenditures	\$ 1,245,259			
Budget Authority				
2024 Budget Authority	\$ 6,773,849			
Remaining 2024 Budget Authority	\$ 3,639,042			
% of Budget Authority Used	46.3%			

**City of Edgerton - 3rd Quarter 2024 Report
Water Fund (Unaudited)**

	YTD Actual	2024 Budget	% Used	Remaining
Revenues:				
Charges for Services	\$ 395,928	\$ 511,187	77.5%	\$ (115,259.01)
Fines & Forfeitures	\$ 5,739	\$ 8,000	71.7%	\$ (2,261.48)
Miscellaneous	\$ 539	\$ -	n/a	\$ 539.00
Investment Income	\$ 2,824	\$ 2,500	113.0%	\$ 323.92
Total Revenue	\$ 405,029	\$ 521,687	77.6%	\$ (116,657.57)
Expenditures:				
Fleet Maintenance	\$ 1,578	\$ 7,475	21.1%	\$ 5,897
Information Technology	\$ 38,723	\$ 52,309	74.0%	\$ 13,586
Production	\$ 128,162	\$ 175,000	73.2%	\$ 46,838
Distribution	\$ 48,037	\$ 67,030	71.7%	\$ 18,993
Administrative-Water	\$ 124,433	\$ 162,562	76.5%	\$ 38,129
Employee Benefits	\$ 28,209	\$ 40,184	70.2%	\$ 11,975
Debt Service	\$ 14,955	\$ 14,957	100.0%	\$ 2
Total Expenditures	\$ 384,097	\$ 519,517	73.9%	\$ 135,420
Sources Over(Under) Expenditures:	\$ 20,932	\$ 2,170		
Transfer from Other Funds				
Transfer from Capital Project Fund	\$ -	\$ -	n/a	\$ -
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Water	\$ (15,000)	\$ (15,000)	100.0%	\$ -
Transfer to Capital Projects Fund	\$ -	\$ -	n/a	\$ -
Total	\$ (15,000)	\$ (15,000)		
Beginning Fund Balance	\$ 210,244	\$ 192,147		
Estimated Ending Fund Balance		\$ 179,317		
Unaudited Ending Fund Balance	\$ 216,176			
Reserve Required				
17% of 2024 budgeted expenditures	\$ 88,318			
25% of 2024 budgeted expenditures	\$ 129,879			
Budget Authority				
2024 Budget Authority	\$ 713,835			
Remaining 2024 Budget Authority	\$ 344,738			
% of Budget Authority Used	51.7%			

**City of Edgerton - 3rd Quarter 2024 Report
Sewer Fund (Unaudited)**

	YTD Actual		2024 Budget		% Used		Remaining
Revenues:							
Charges for Services	\$ 662,017	\$	761,265	87.0%	\$	(99,248)	
Licenses & Permits	\$ 150	\$	100	150.0%	\$	50	
Fines & Forfeitures	\$ 8,749	\$	7,000	125.0%	\$	1,749	
Miscellaneous	\$ -	\$	-	n/a	\$	-	
Investment Income	\$ 14,359	\$	3,500	410.3%	\$	10,859	
Total Revenue	\$ 685,275	\$	771,865	88.8%	\$	(86,590)	
Expenditures:							
Fleet Maintenance	\$ 2,288	\$	7,475	30.6%	\$	5,187	
Information Technology	\$ 38,723	\$	53,351	72.6%	\$	14,628	
Treatment Plant	\$ 149,905	\$	225,055	66.6%	\$	75,150	
Sewer Line Maintenance	\$ 822	\$	13,200	6.2%	\$	12,378	
Lift Stations/Vaults	\$ 11,731	\$	37,456	31.3%	\$	25,725	
Administrative-Sewer	\$ 183,100	\$	251,897	72.7%	\$	68,797	
Employee Benefits	\$ 49,951	\$	71,877	69.5%	\$	21,926	
Debt Service	\$ 192,438	\$	192,438	100.0%	\$	1	
Total Expenditures	\$ 628,957	\$	852,749	73.8%	\$	223,791	
Sources Over(Under) Expenditures:	\$ 56,318	\$	(80,884)				
Transfer from Other Funds:							
Transfer from LPKC Ph 1 PIF	\$ -	\$	-	n/a	\$	-	
Transfer from Capital Projects Fund	\$ -	\$	-	n/a	\$	-	
Transfers to Other Funds:							
Transfer to Equipment Reserve Fund-Sewer	\$ (15,000)	\$	-	n/a	\$	15,000	
Transfer to Capital Projects Fund	\$ (50,000)	\$	-	n/a	\$	50,000	
Total	\$ (65,000)	\$	-				
Beginning Fund Balance	\$ 843,764	\$	704,735				
Estimated Ending Fund Balance		\$	623,851				
Unaudited Ending Fund Balance	\$ 835,082						
Reserve Required							
17% of 2024 budgeted expenditures	\$ 145,137						
25% of 2024 budgeted expenditures	\$ 213,437						
Budget Authority							
2024 Budget Authority	\$ 1,476,600						
Remaining 2024 Budget Authority	\$ 912,643						
% of Budget Authority Used	38.2%						