

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
November 9, 2023
7:00 P.M.**

Call to Order

1. Roll Call

____ Roberts ____ Longanecker ____ Lewis ____ Beem ____ Lebakken ____ Malloy

2. Welcome

3. Pledge of Allegiance

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

4. Approve Minutes from October 19, 2023 Special City Council Meeting
5. Approve Minutes from October 26, 2023 Regular City Council Meeting
6. Approve Year-End Longevity Bonus for Employees
7. Approve Ordinance No. 2149 Providing for the Range of Salaries and Compensation of Various City Officers and Employees
8. Approve Agreement With Digital Erth Consulting LLC For Sludge Removal Services
9. Approve Large Animal Permit for Darius Crist, 510 W Braun Street

Motion: _____ Second: _____ Vote: _____

Regular Agenda

10. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

11. **Public Comments.** 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.

Business Requiring Action

12. CONSIDER 2024 FUNDING RECOMMENDATIONS FOR THE HUMAN SERVICE FUND

Motion: _____ Second: _____ Vote: _____

13. CONSIDER ORDINANCE NO. 2150 AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023A, OF THE CITY OF EDGERTON, KANSAS

Motion: _____ Second: _____ Vote: _____

14. CONSIDER RESOLUTION NO. 11-09-23A PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2023A, OF THE CITY OF EDGERTON, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 2150

Motion: _____ Second: _____ Vote: _____

15. CONSIDER ADOPTION OF THE 2024-2028 CIP

Motion: _____ Second: _____ Vote: _____

16. CONSIDER CONTRACT FOR SAFETY OVERSIGHT WITH RAILPROS FOR THE 2ND STREET RECONSTRUCTION PROJECT

Motion: _____ Second: _____ Vote: _____

17. CONSIDER BUDGET ADJUSTMENT FOR EDGERTON LAKE AND DAM EXPLORATION PROJECT

Motion: _____ Second: _____ Vote: _____

18. CONSIDER AGREEMENT WITH AFFINIS CORPORATION FOR EDGERTON LAKE AND DAM EXPLORATION PROJECT

Motion: _____ Second: _____ Vote: _____

19. CONSIDER CONTRACT FOR BUILDERS RISK/PROPERTY INSURANCE WITH CONTINENTAL CASUALTY COMPANY THROUGH REILLY INSURANCE COMPANY FOR THE GREENSPACE PROJECT

Motion: _____ Second: _____ Vote: _____

20. Report by the City Administrator

- Fleet Purchase Update
- Utilities Department Quarterly Update

21. Report by the Mayor

22. Future Meeting Reminders:

- November 14th: Planning Commission – 7:00PM
- December 12th: Planning Commission – 7:00PM

- December 14th: City Council Meeting – 7:00PM
- January 9: Planning Commission – 7:00PM
- January 11: City Council Meeting – 7:00PM
- January 25: City Council Meeting – 7:00PM

23. **Adjourn** Motion: _____ Second: _____ Vote: _____

EVENTS

11/14: Tales for Tots
 11/15: Senior Lunch
 11/15: Focaccia Bread
 11/29: Seniors Silver Screen Cinema Club
 12/1: Mayor's Christmas Tree Lighting
 12/6: Bunco & Mocktails
 12/7: DIY Christmas Pet Gifts
 12/9: Christmas Music Bingo
 12/12: Tales for Tots
 12/13: Senior Lunch
 12/15: Kids Night Out
 12/18: TSwift Friendship Bracelets
 12/20: Senior Lunch

City of Edgerton, Kansas
Minutes of City Council Special Session
October 19, 2023

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas October 19, 2023. The meeting convened at 7:01PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Josh Beem	absent
Deb Lebakken	present
Bill Malloy	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Clerk, Alex Clower
- Assistant City Administrator, Meagan Borth
- Marketing & Communications Manager, Kara Banks
- Finance Director, Karen Kindle
- Accountant, Justin Vermillion
- Development Services Director, Zach Moore

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 28, 2023 Regular City Council Meeting.
- 5. Approve Final Acceptance 2023 Street Preservation - Chip Seal
- 6. Approve Final Acceptance for the Streetlight Study and Inventory Project

Councilmember Lebakken moved to approve the remaining items on the Consent Agenda. Councilmember Malloy seconded the motion. The consent agenda was approved, 4-0.

Regular Agenda

7. Declaration. There were no declarations made.

8. Public Comments. There were no public comments made.

Business Requiring Action

9. CONSIDER AGREEMENT WITH SWT DESIGN, INC. FOR THE TRAILS MASTER PLAN PROJECT

Mr. Zach Moore addressed the Council. He stated when the 2022-2026 CIP was approved, the budget and scope of the Trails Master Plan was included. No changes to the budget were made for the 2023-2027 approved CIP. He stated this project will supplement and support the soon to be updated Comprehensive Plan and the existing Parks Master Plan. He stated Trails Master Plan will focus on improving accessibility and connectivity throughout the City and future growth areas. He stated the design team will collect data and review existing conditions, engage the public, provide a priority list of projects, cost estimates, suggested improvements, and expand upon the City's existing plans.

Because the intended goals of the project are in alignment with the ongoing Glendell Acres Park Project in which SWT Design, Inc. (SWT) is currently designing and the Parks Master Plan, City Staff recommends retaining SWT for The Trails Master Plan. Since SWT has been involved in community engagement, design decisions, and City goals, he stated this approach should maximize the budget allocated for this project.

He stated the funding source is identified as the Economic Development Fund with a project budget listed as \$50,000. SWT provided a draft scope and fee of \$48,257 which is within the project budget approved in the CIP. The draft scope of work and fee is included. As the scope is revised during negotiations, the fee will be adjusted accordingly. He stated upon final approval from City Attorney, staff recommends authorizing the Mayor to execute the agreement.

He stated if approved, staff anticipates beginning the exploration of the project immediately with final report expected in mid-2024.

With no questions or comments, Mayor Roberts requested motion to approve the agreement once all final approval has been made and requested authorization to then sign the final agreement.

Councilmember Lewis moved to approve, seconded by Councilmember Lebakken. The motion was approved, 4-0.

Councilmember Lebakken asked if there was any update on Glendell Acres project.

Ms. Linn stated staff continues to move forward on finalizing the design to go to bid. She stated staff is working hard with consultants to keep the project moving forward. One of the biggest hurdles is the skate park component because there are only a few contractors that are available and permitted to do these types of builds. She added Edgerton must compete with larger, more expensive projects, which are often prioritized by contractors over our smaller project. She stated this project has gone longer than anyone ever thought.

Mayor Roberts stated skate park designers are highly sought after.

10. CONSIDER AMENDMENT #1 TO AGREEMENT WITH TETRA TECH FOR 2023 CDBG – 1ST AND HULETT SANITARY SEWER REHABILITATION PROJECT

Ms. Linn stated in 2022 submission was approved for the project, and in 2023 a contract with Tetra Tech was then approved for the design of the project and with RIC for construction inspection. She stated the construction phase scope would include project administration, coordination with the contractor, review of construction CCTV, final inspection, etc. The method of design proposed by Tetra Tech includes finalizing design and recommendations based on the CCTV inspection footage provided by the contractor at the beginning of construction. She stated Havens is the approved contract for the construction phase, staff would anticipate the construction phase with Tetra Tech to begin immediately.

With no questions or comments, Mayor Roberts requested motion to approve the agreement.

Councilmember Longanecker moved to approved, seconded by Councilmember Malloy. The motion was approved, 4-0.

11. CONSIDER RESOLUTION NO. 10-19-23A AUTHORIZING A SPECIAL EVENT PERMIT FOR TRUNK OR TREAT, AN EVENT WITHIN THE CITY OF EDGERTON, KANSAS

Ms. Borth addressed the Council. She stated the event sponsor, Scott Williams, has worked diligently to get everything needed for his permit. She stated he went to local businesses involved in the street closure to notify them and receive signatures per our code, he was able to get 5 out of 7 businesses to sign off which is 71% of the required signatures. She stated the outstanding piece to date is the sanitation plan.

Mr. Williams stated he's had sponsors help with the costs, decorations, and candy for the event. He's had a lot of community support. He stated a portion of the proceeds will go to Wigs for Kids and Pattie's Salon will participate in the event as well.

He stated bathrooms will be located in his shop with trashcans, etc. where needed. He stated this won't be a huge event and thinks the space he has will work out great. He stated he would also like to have the event from 4:30PM – 8:30PM.

Councilmember Longanecker asked if there's a cost point for something like this and the city being involved.

Ms. Linn stated there will be some prep work for staff as far as the road closure, however she does not anticipate having staff present during the event.

Councilmember Longanecker stated down the line, if other businesses want to do this, he would be interested in having a standard moving forward to recoup some costs on the city side.

Mayor Roberts stated he agrees with Councilmember Longanecker, there needs to be some recoupment of expenses the City may have, but he doesn't necessarily think an answer for that needs to happen tonight but should there be further community events it would be great to have a policy in place for it. He stated he's thankful Scott took the time out to go to businesses and ask. He stated businesses could see loss in revenues with the street closure, so that would need to be considered within this policy moving forward. He stated trunk or treats are becoming very popular now and this could be a good event for the community.

Ms. Linn stated this request is much like Frontier Days, similar on the agenda. Staff is requesting motion to authorize the permit, closure of streets related to the event, and designate as public festival for the event of having music. She stated Scott is not doing alcohol and the times will need to be adjusted considering motions.

Mayor Roberts requested motion to approve Resolution No. 10-19-23A with the updated time of the event and road closures from 4:30PM – 8:30PM.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lewis. The motion was approved, 4-0.

12. CONSIDER RESOLUTION NO. 10-19-23B AUTHORIZING THE CLOSURE OF CERTAIN PUBLIC STREETS FOR THE TRUNK OR TREAT IN THE STREET EVENT

Mayor Roberts requested motion to approve Resolution No. 10-19-23B with the updated times.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The motion was approved, 4-0.

13. CONSIDER RESOLUTION NO. 10-19-23C RECOGNIZING TRUNK OR TREAT IN THE STREET AS A "PUBLIC FESTIVAL" FOR PURPOSES OF THE CITY'S NOISE RESTRICTIONS

Mayor Roberts requested motion to approve Resolution No. 10-19-23C with the updated times.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Malloy. The motion was approved, 4-0.

14. CONSIDER RESOLUTION NO. 10-19-23D - ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS

Ms. Linn stated annually staff prepares and updates the fee resolution, specifically for the utility rates to become effective January 1 of the next year. She stated the red line copy of the resolution provides the change in those number and they were discussed in depth during the budget process.

She stated the SIU fees came about related to project door for a cargo container facility and with a new one under construction, staff thought it best to get his established. She stated staff went through extensive review process.

She stated the temporary sales and events permit came about a few months ago regarding sidewalk sales. She stated this now sets the councils direction to add a permit and set the current price at \$0 to see if there is any use and then go from there.

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 10-19-23D.

Councilmember Lebakken moved to approve, seconded by Councilmember Longanecker. The motion was approved, 4-0.

15. Report by the City Administrator

Ms. Linn stated as part of the requirement for CDBG, Mayor needs to sign an amendment for the Buy America Build America Federal requirement. She stated there are no changes in project cost, this amendment just states the City will comply with this requirement.

Councilmember Lewis motioned to allow the Mayor to sign the amendment, seconded by Councilmember Lebakken. The motion was approved, 4-0.

16. Report by the Mayor

- November/December Council Meeting Schedules

Ms. Linn stated staff is working to finalize a date for the Joint Work Session for the Comprehensive plan, but the tentative date right now is November 30th.

Mayor Roberts stated typically in November and December the second meeting of the month is canceled because of holidays, but if there are items that need to be addressed, we can add a special meeting. He requested motion to cancel the second council meetings in November and December.

Mayor Roberts requested motion to cancel November 23rd Council Meeting. Councilmember Lebakken moved to approve, seconded by Councilmember Malloy. The motion was approved, 4-0.

Mayor Roberts requested motion to cancel December 28th Council Meeting. Councilmember Malloy moved to approve, seconded by Councilmember Lewis. The motion was approved, 4-0.

17. Future Meeting Reminders

Mayor Roberts reminded council of the future meetings for council and planning commission.

He stated he also wanted to recognize Edgerton Elementary School as they were named a National Blue Ribbon school this year. He stated staff also went to present the school with a road sign and declared the day through proclamation Edgerton Elementary Day. He stated there are only 4 schools in the state of Kansas that received this award and greatness happens in Edgerton.

Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Lebakken. All in favor. The meeting was adjourned at 7:48PM.

Submitted by Alexandria Clower, City Clerk

City of Edgerton, Kansas
Minutes of City Council Regular Session
October 26, 2023

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas October 26, 2023. The meeting convened at 7:01 PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Josh Beem	present
Deb Lebakken	present
Bill Malloy	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- Planning and Zoning Coordinator/Deputy City Clerk, Chris Clinton
- Assistant City Administrator, Meagan Borth
- Finance Director, Karen Kindle
- Accountant, Justin Vermillion
- Public Works Director, Dan Merkh
- Building Inspector, Jim Brown
- CIP Project Manager, Holly Robertson

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 Application FP2023-05, Final Plat for Logistics Park Kansas City Sixth Plat Lot 1, Located at The Northwest Corner of W. 193rd Street, West of Waverly Road, Edgerton, Kansas.

Councilmember Longanecker requested the item be removed from the Consent Agenda as he has some questions regarding the item. The item was removed from the Consent Agenda.

Councilmember Longanecker inquired if the tract was currently used for stormwater detention. Mr. Brody Sherar, NorthPoint Development, explained when the lot was platted, it was done so as a tract and no detention pond was installed. Councilmember Longanecker asked where the stormwater would go. Mr. Sherar answered that a new detention area will be provided for the proposed development on the lot. Councilmember Longanecker said he wanted to make sure that stormwater detention was not being lost with the development.

Councilmember Longanecker moved to approve Application FP2023-05, Final Plat for Logistics Park Kansas City Sixth Plat Lot 1, located at the northwest corner of W. 193rd Street, west of Waverly Road. The motion was seconded by Councilmember Lewis. Final Plat Application FP2023-05 was approved, 5-0.

Regular Agenda

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

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

6.5 New Employee Introductions.

Mr. Dan Merkh, Public Works Director, approached the Council. He stated that public works is again fully staffed with the hire of Mr. Ben Miller. Mr. Miller stated he has lived in Edgerton his whole life and is very excited to be a part of the Edgerton team. Mayor Roberts asked Mr. Miller what his hobbies are. Mr. Miller replied that he enjoys hunting, fishing, and working with computers. The Council welcomed Mr. Miller to the team.

Ms. Beth Linn, City Administrator, spoke before the Council and said the City is excited to introduce Mr. Jim Brown as our new building inspector. Mr. Brown said he is excited to join Edgerton and what excites him the most is all of the development that is just starting to come. He said he has been a building inspector since 1997 and he looks to finish his career in Edgerton. His career started in Cincinnati and then he relocated to the Kansas City area. He served in Parie Village for 14 years, then Salina, Belton, Mission, and now Edgerton. Mr. Brown explained that his family history of heavy commercial and big projects for the military as he has his degree in military science. Mr. Brown said he will do residential and commercial inspections as well as building permit plan review. The Council welcomed him aboard.

Business Requiring Action

7. CONSIDER RESOLUTION NO. 10-26-23A AUTHORIZING THE CITY OF EDGERTON, KANSAS TO CONSENT TO A PARTIAL ASSIGNMENT OF A TIF AND A CID DEVELOPMENT AGREEMENT FOR THE EDGERTON CROSSING WOODSTONE PROJECT

Mr. Scott Anderson, Bond Counsel, addressed the Council. He stated that the Edgerton Crossing project has both tax increment financing (TIF) and a community improvement district (CID) sales tax levy in place. The City and the Developer, Woodstone Properties, previously entered into a Disposition and Development Agreement and a CID Development Agreement to govern collection and disbursement of the TIF and CID revenues. The Developer desires to sell a portion of the project to Maverik, Inc. Maverik, or an entity to be created by Maverik, plans to develop the travel center portion of the project. As part of the sale, the Developer is assigning certain aspects of the obligations under the TIF and CID Development Agreements to Maverik. The funds of the TIF and CID, will still go to

Woodstone Properties and this assignment of obligations requires the consent of the City. Resolution No. 10-26-23A authorizes the City to consent to the partial assignment of certain obligations under the TIF and CID Development Agreements. The Development Agreement with Woodstone Properties contains a project construction schedule. The partial assignments do not alter the construction schedule or the consequences of not meeting the construction schedule.

Councilmember Longanecker asked if anything will change in terms of incentives or anything regarding the City needs to be concerned about. Mr. Anderson answered that none of the incentives change.

Councilmember Lewis inquired who would be the property owner. Mayor Roberts replied Woodstone is wanting to sell the property to Maverik. Councilmember Lewis asked who would pay the property tax. Mr. Anderson answered that the payment of the taxes will not change. Ms. Linn said the Resolution would allow for the selling of the property and Maverik will take over the obligations outlined in the development agreement.

Councilmember Lebakken moved to approve Resolution No. 10-26-23A authorizing the City of Edgerton, Kansas to consent to a partial assignment of a TIF and a CID Development Agreement for the Edgerton Crossing Woodstone Project. Councilmember Malloy seconded the motion. Resolution. No. 10-26-23A was approved, 5-0.

8. CONSIDER ORDINANCE NO. 2148 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BOND (WOODSTONE PROPERTIES, LLC PROJECT) SERIES 2023, FOR THE PURPOSE OF FINANCING THE COST OF A COMMERCIAL PROJECT

Mr. Anderson spoke before the Council. He explained that the City had previously approved Resolution No. 11-18-21C evidencing its intent to issue up to \$82,000,000 in industrial revenue bonds (IRBs) for the benefit of Woodstone Properties, LLC. Woodstone Properties is currently developing two (2) hotels, a conference center, truck stop, truck maintenance facility, truck wash, casual dining restaurants, quick-service restaurants and other office and commercial buildings at the southwest corner of Homestead Lane and 199th Street. Woodstone Properties desires to issue the first series of bonds in the maximum amount of \$4,000,000. This series of bonds is being issued to finance the costs of sitework and infrastructure necessary to support the commercial project. The project is currently subject to a TIF Development Agreement. No ad valorem property tax abatement is being granted as a result of this bond issue. These bonds are being issued solely for the purpose of allowing Woodstone Properties to utilize a sales tax project exemption certificate for the infrastructure costs.

Mr. Anderson stated Kansas State Statute 12-1749d only requires a cost-benefit report and public hearing for the issuance of IRBs when the project will be eligible for an exemption from ad valorem taxation. Accordingly, a cost-benefit report has not been completed and a public hearing is not being held. Ordinance No. 2148 authorizes the City to issue the IRBs and enter into the bond documents. The bond documents consist of the Base Lease, Lease

Agreement, Trust Indenture and Bond Purchase Agreement. The bond documents are in substantially the same form as other sales-tax only bond issues approved by the City.

Councilmember Lewis moved to approve Ordinance No. 2148 authorizing bond documents and the issuance of the City's taxable IRB (Woodstone Properties, LLC Project) Series 2023, for the purpose of financing the cost of a commercial project. The motion was seconded by Councilmember Longanecker. Ordinance No. 2148 was approved, 5-0.

9. PUBLIC HEARING FOR THE DWYER SANITARY SEWER EXTENSION PROJECT TO BE FUNDED BY THE STATE REVOLVING LOAN FUND PROGRAM (SRF)

Mayor Roberts opened the public hearing.

Ms. Holly Robertson, CIP Project Manager, approached the Council. She stated the City will be constructing approximately 1,800 linear feet of 18-inch sanitary sewer below existing pastureland, South Lake, Burlington Northern Santa Fe (BNSF) rail, and KPC pipeline to serve the Dwyer Farms new residential development and large watershed. She pointed out where the extension is located on a map. The City will also improve the City Pump Station to utilize an existing decommissioned lagoon as 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. 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. The locations of the improvements were shown on a map.

Ms. Robertson said the proposed improvements to Edgerton's wastewater system for the Dwyer Sewer Project are estimated to be \$5,000,000 and will be funded under the low interest State Revolving Loan Fund Program through the Kansas Department of Health and Environment (KDHE). The City has also been notified that a portion of this project has been preliminarily included for funding in fiscal year 2024 through the Environmental Protection Agency (EPA) STAG – Clean Water State Revolving Fund program. The federal funding allocation is only preliminary until the final fiscal year 2024 budget is approved by the federal government. Other outside funding options may also be identified prior to final completion of the project. Once the homes are constructed, the revenue from the RHID will be used to repay the loan. The public hearing is to present the project and anticipated funding sources to the public as a requirement of the SRF Loan Application.

Mayor Roberts closed the public hearing.

Councilmember Longanecker stated the equipment at BBCWWTP does not seem like it should have to be replaced due to the age of the equipment. Ms. Robertson replied to stay compliant with regulations, some of the equipment needs to be replaced.

Councilmember Lebakken asked if Sunflower Road would need to be closed for the installation of the new sewer line. Mr. Merkh answered that has not been decided as the design has not been completed. The closure of any road will need to be considered when

construction and design are taking place. Ms. Lebakken inquired if the pipe running under Sunflower Road will be new. Ms. Robertson stated no easements would be needed as it is on City property. Mr. Merkh added the pipe will need to be upgraded under the street and a new pipe will be installed from the lift station to the basin. Ms. Lebakken stated she is concerned about the upheaval this project would have on the Public Works Facility. Mr. Merkh said there is a lot of property for equipment to be moved, but the impact is not fully known at this time.

Councilmember Longanecker inquired if there was any development attaching to the main across from the Public Works Facility. Mr. Merkh answered there have not been any plans submitted as this time and no customers that would be affected by that work.

Ms. Robertson stated the expansion for the housing development has been designed and will be constructed soon but the other sites are not designed at this time.

10. CONSIDER RESOLUTION NO. 10-26-23B AUTHORIZING AN APPLICATION WITH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR A LOAN UNDER THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND ACT

Ms. Robertson addressed the Council. She stated a public meeting and public hearing were conducted on October 26, 2023 to present the Dwyer Sanitary Sewer Project and anticipated funding sources which includes SRF Loan Funding. City staff have prepared the application and required attachments for the SRF Loan regarding the Dwyer Sanitary Sewer Project. Adoption of Resolution No. 10-26-23B will authorize filing of an application with KDHE for a loan under the Kansas Water Pollution Control Revolving Fund Act.

Councilmember Longanecker moved to approve Resolution No. 10-26-23B authorizing an application with KDHE for a loan under the Kansas Water Pollution Control Revolving Fund Act. Councilmember Lebakken seconded the motion. Resolution No. 10-26-23B was approved, 5-0.

11. CONSIDER CONTRACTS AND ADDENDUM WITH BRIGHTSPEED TO PROVIDE INTERNET SERVICE TO SELECT CITY OF EDGERTON FACILITIES

Ms. Meagan Borth, Assistant City Administrator, spoke before the Council. She stated that the currently contracted internet service provider, Lumen, expires on January 26, 2024. In preparation for this, City staff has been exploring costs with Brightspeed, who purchased Lumen's accounts. Brightspeed offers 36-month contracts, instead of the 60-month contract that was previously held, with faster internet speeds and/or a lower monthly rate compared to Lumen. City staff has had better customer service with Brightspeed than Lumen as well. She explained Lumen stated it would be an extensive build out to get dedicated internet to 414 E 4th Street, but Brightspeed would be able to service all City buildings, including Greenspace, with the current infrastructure. City staff also reached out to Kwikom for a quote but have not received one at this time. The City Attorney has reviewed the proposed contract and had a comment on the non-appropriation of funds section. The Non-recurring

charges will be paid by the end of the year, and this is well within the budget and save money in the future.

Councilmember Beem inquired what City facility is at 303 E Nelson. Ms. Borth replied that is the address of the Greenspace.

Mayor Roberts asked when the current contract expires. Ms. Borth answered the contract will expire on January 26, 2024, and it will take approximately 90 days for Brightspeed to set up service at the facilities so it is possible that the City will have to pay month to month until a new contract is in place. Mayor Roberts inquired if there was cost with infrastructure installation in previous the contract. Ms. Linn replied that City staff will have to reread the contract. Mayor Roberts stated Kwikom is installing lines currently and there will be competition for Brightspeed soon, which could lower the cost. Ms. Linn stated that is correct and City staff has attempted to reach out to Kwikom, but they have not been responsive, but City staff can reach out again if the Council would like. Mayor Roberts stated he is not ready to move forward with Brightspeed until he knows Kwikom's prices.

Councilmember Lebakken moved to table the contracts and addendum with Brightspeed to provide internet service to select City of Edgerton facilities. Councilmember Lewis seconded the motion. The contracts and addendum with Brightspeed with tabled, 5-0.

12. Report by the City Administrator

- **Snow and Ice Presentation**

Mr. Merkh approached the Council to share the City's Snow and Ice Control plans for the coming winter. He stated the Old Farmers' Almanac and the National Weather Service is predicting a big winter. The storms from last year were all different in terms of track, precipitation, and timing. Each storm calls for different responses and treatments and the total snowfall does not tell the entire story.

Mr. Merkh explained treatment methods are determined by the forecast and he, as the Public Works Director, makes the call when to start operations. Crews work in 12 hour shifts. During that time roads will be monitored by using Weather or Not, pavement temperature sensors and visual inspections by the crew. Crews will be mobilized based on the forecast to either be proactive by putting down some pretreatment or reactive based on the conditions.

He said a Snow Event is declared when two (2) or more inches of snow has fallen. The municipal code does require all vehicles parked on City streets to be moved within 2 hours of the declaration. If a vehicle is not moved, it could be towed and the vehicle owner is responsible for any fees associated with the towing. City staff uses Notify JoCo and posts to the City website and social media pages when a Snow Event is declared. All of the towing is handled by the Johnson County Sheriff's Office.

Mr. Merkh said that four (4) 1-ton trucks, a Ford F-250, a single-axle dump truck, and a tandem axle dump truck are used to spread salt and brine to streets. An enhanced salt that melts ice faster than other deicers is used. The brine used is calcium chloride and is used for pre-treating the streets and creates a barrier between the pavement and precipitation, not allowing it to freeze or stick to the road. He said the City currently purchases brine but that might change depending on the level of surface and price.

He showed the Council a photo of the crew and stated Mr. Miller will be joining the crew as well. Four (4) members of City staff will make a crew and the crews will work all day and night every day of the week until the Snow Event has ended.

The roads in Edgerton are divided into three (3) priorities. The first priority is major thoroughfares with higher traffic counts. Second are the neighborhood roads and the last priority are dead ends, cul-de-sacs, and alleys. Mr. Merkh provided a map of each priority. He explained that the crews will attempt to beat the trucks to Logistics Park Kansas City so the snow and ice does not get packed down, but that is all based on the timing of the storm. There are some sections that the City plows out of the corporate city limits but plow drivers will not lift their plow in the middle of a roadway and will wait until they get to an intersection to move it off the road. Once streets are cleared curb-to-curb, then crews will focus on any parking lots and sidewalks adjacent to City facilities. City crews will then clear all the trails. Residents are responsible for clearing sidewalks in front of homes within 48 hours of the end of the winter weather event. The City does not clear private sidewalks, driveways or parking lots. An alert is sent when the Snow Event is done and start the clock on clearing sidewalks.

Councilmember Beem inquired where the City currently buys brine. Mr. Merkh answered that crews have to get it in Olathe and drive back to Edgerton. Councilmember Beem voiced his interest in seeing what City staff can do to get brine tanks onsite in Edgerton.

- 3rd Quarter Community Development Report

Ms. Linn addressed the Council. She said between the months of July and September, City staff issued 13 residential and eight (8) nonresidential building permits with a total valuation of \$1.2 million. There were 17 residential and 39 nonresidential inspections performed.

She explained that the City has gone live with permitting software this week. This software will have enhanced tools to use for permitting tracking and plan review tracking. The public facing portal will be available soon as City staff is making sure they are familiar with the back office and working out any kinks prior to the public portal going live.

Ms. Linn said the Envision Edgerton Comprehensive Plan is still working through the implementation phase. City staff is currently reviewing all of the information in the draft Comprehensive Plan. Over 40 residents attended the Open House for the plan which is

an amazing turn out. Towards the end of November, City staff is planning for joint meeting of the Council and Planning Commission to discuss the Comprehensive Plan.

Ms. Linn stated that the largest animal control call was for loose animals. There were ten (10) unregistered pet violations, eight (8) barking dog complaints, two (2) animal neglect investigations, and one chicken permit and inspection conducted last quarter. She stated that code enforcement was busy last quarter and tall grass and weed violations will continue to decrease due to the weather. That is why the officer driven cases are higher than normal.

- 3rd Quarter Finance Report

Ms. Karen Kindle, Finance Director, spoke before the Council. She walked through the General Fund first. She stated that the revenues are on track for this time of year. A majority of the property tax has been collected and there is one (1) more distribution later this month. There will also be 1 more distribution of the liquor tax revenue. The sales and use tax are very well and ahead of what is expected. The revenues for licenses and permits has exceeded what was budgeted. That revenue is dependent on building permits and there have been some larger permits this year. Charges for services is higher than normal but that is due to some event sponsorships. Interest revenues is higher than it has been as well. In terms of expenditures, the City is on track. The law enforcement expenditures is paid quarterly but that bill has not been received yet, and that is why it is lower than expected at this point. The proper transfers have been made that were a part of the approved budget. There was an added transfer to purchase the building inspector truck and there are a few transfers to close outs. The ending fund balance is in excess of the reserve requirement and within the budget authority.

Ms. Kindle addressed the Water Fund next. She stated the Revenue for the Water Fund is on track with charges for services. The fines and forfeitures are lower that expected because of changes in the new billing system. The new software is able to differentiate between a fine for sewer or water. The City is benefiting from the higher interest rates for the investment income. The expenditures are in line and the debt service is complete as all debt payments have been made. The ending fund balance is in excess of the reserve requirement and within the budget authority.

The final fund that was addressed is the Sewer Fund. Ms. Kindle stated that the charges for services are on track for the revenue. The revenue line for fines and forfeitures is new for this fund. The investment income is up because of interest rates just like the other funds. The expenditures are as expected for this time of the year. The bond payments have been made and there is 1 transfer pending. The sewer expansion is a project that will cross years so it is in the capital projects fund. The ending fund is in excess of the reserve requirement and within the budget authority.

13. Report by the Mayor

- City Holiday Closures

Mayor Roberts stated this topic came up a little last week. He said Christmas is on a Monday this year and in previous years, the Council has voted to close City offices for Christmas Eve, which would be a Sunday. Ms. Linn stated normally holidays on a Sunday would be observed on the following Monday, but offices would already be closed for Christmas so the Council could pick either December 26th or 22nd to observe Christmas Eve if Council wishes to do so.

Councilmember Longanecker moved to close City offices on December 22, 2023 in observance of Christmas Eve. The motion was seconded by Councilmember Lewis. City offices will be closed on December 22, 2023, 5-0. Mayor Roberts requested Ms. Linn inform staff of this as a thank you for all of their hard work throughout the year.

14. Future Meeting Reminders

Mayor Roberts reminded the Council of the future meetings for council and planning commission.

15. Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Beem. All in favor. The meeting was adjourned at 7:58 PM.

Submitted by Chris Clinton, Deputy City Clerk



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

City Council Action Item

Council Meeting Date: November 9, 2023

Department: Administration

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

Background/Description of Item:

Historically, the City of Edgerton has thanked its long-term employees for their years of service with a longevity bonus at year-end. The bonus amount has been awarded based on \$1.50 per month of employment with the City. Using this methodology, 2023 bonuses would total \$2,693.00 and would range from \$50 to \$606.00. Part-time employees and employees who have not worked for the City for at least thirty-three months would receive the minimum bonus of \$50. The City of Edgerton Personnel Rules and Regulations state "Annual longevity pay may be given at the discretion of the Governing Body."

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

Funding Source: General Fund, Water Fund, Sewer Fund

Budget Allocated 2023:

General Fund Salaries: \$1,610,342
Water Fund Salaries: \$ 91,255
Sewer Fund Salaries: \$ 158,862

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the Year-End Longevity Bonus for Employees

Prepared by: Justin Vermillion, Accountant



City Council Action Item

Council Meeting Date: November 9, 2023

Department: Administration

Agenda Item: Consider Ordinance No. 2149 Providing for the Range of Salaries and Compensation of Various City Officers and Employees

Background/Description of Item:

Approval of the compensation and benefits study provided for the annual update of the minimum and maximum amounts of the pay ranges to reflect the CPI percentage used during budget development. The CPI used during development of the 2024 Budget was 6.5%.

During the development of 2024 Budget, City Council approved the inclusion of an increase in hourly rate for City Attorney. The enclosed salary ordinance reflects that change from \$175 per hour to \$200 per hour.

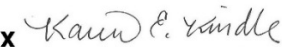
Additionally, in preparing this agenda item, staff discovered an error in the previous salary ordinance (Ordinance No. 2139) approved June 2023. Ordinance No. 2139 set the City Prosecutor rate at \$175 per hour when it should have been \$200 per hour. Staff has updated the current salary ordinance (Ordinance No. 2149) to reflect the correct \$200 per hour. If approved, staff would remit payment to Stumbo Hansen to correct the underpayment from June 2023.

If approved, Ordinance No. 2149 will go into effect January 1, 2024, and repeal the previous salary ordinance.

Related Ordinance(s) or Statue(s): Ordinance No. 2139

Funding Source: General Fund, Water Fund, Sewer Fund

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

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Ordinance No. 2149 Providing for the Range of Salaries and Compensation of Various City Officers and Employees.

Enclosed:

Ordinance No. 2149 Redlined
Ordinance No. 2149 Clean

Prepared by:

Meagan Borth, Assistant City Administrator

ORDINANCE NO. 2149

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

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

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

City of Edgerton, Kansas Base Salary Structure

Range	Job Title	Minimum	Maximum
1	Not used		
2	Seasonal Laborer School Crossing Guard Summer Youth Coordinator	\$16,906 <u>18,005</u>	\$29,381 <u>31,291</u>
3	Customer Service Representative Maintenance Technician I Administrative Assistant Court Clerk	\$35,315 <u>37,610</u>	\$52,971 <u>56,414</u>
4	Maintenance Technician II Customer Service Representative II	\$40,920 <u>43,580</u>	\$61,378 <u>65,368</u>
5	Accounting Technician Code Enforcement/Animal Control Officer Recreation Coordinator Maintenance Technician III-Utilities	\$44,562 <u>47,459</u>	\$66,844 <u>71,189</u>
6	Foreman Planning & Zoning Coordinator	\$51,009 <u>54,325</u>	\$76,514 <u>81,487</u>
7	City Clerk Accountant Building Inspector	\$56,054 <u>59,698</u>	\$84,081 <u>89,546</u>
8	Marketing/Communications Manager	\$60,538 <u>64,473</u>	\$90,808 <u>96,711</u>
9	Public Works Superintendent Utilities Superintendent CIP Project Manager	\$67,264 <u>71,636</u>	\$100,897 <u>107,455</u>
10	Assistant City Administrator Development Services Director Finance Director Public Works Director	\$95,292 <u>101,486</u>	\$142,937 <u>152,228</u>

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

Position

Compensation

City Attorney

\$~~175~~200.00 per hour. Duties include: attendance at City Council meetings, preparation of ordinary ordinances, advise, conference and phone calls.

Municipal Judge

\$500 per docket attended

Prosecuting Attorney

\$~~175~~200 per hour

Court Appointed Attorney

\$75.00 per hour for in-court time and out-of-court preparation time

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

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

SECTION FIVE: This Ordinance shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 22nd DAY OF JUNE, 2023.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

ORDINANCE NO. 2149

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

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

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

City of Edgerton, Kansas Base Salary Structure

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5	Accounting Technician Code Enforcement/Animal Control Officer Recreation Coordinator Maintenance Technician III-Utilities	\$47,459	\$71,189
6	Foreman Planning & Zoning Coordinator Building Inspector	\$54,325	\$81,487
7	City Clerk Accountant	\$59,698	\$89,546
8	Marketing/Communications Manager	\$64,473	\$96,711
9	Public Works Superintendent Utilities Superintendent CIP Project Manager	\$71,636	\$107,455
10	Assistant City Administrator Development Services Director Finance Director Public Works Director	\$101,486	\$152,228

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

Position	Compensation
City Treasurer	\$180.25 per calendar month
City Attorney	\$200.00 per hour. Duties include: attendance at City Council meetings, preparation of ordinary ordinances, advise, conference and phone calls.
Municipal Judge	\$500 per docket attended
Prosecuting Attorney	\$200 per hour
Court Appointed Attorney	\$75.00 per hour for in-court time and out-of-court preparation time

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

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

SECTION FIVE: This Ordinance shall take effect on January 1, 2023.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 9TH DAY OF NOVEMBER 2023.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

City Council Action Item

Council Meeting Date: November 9, 2023

Department: Utilities

Agenda Item: Consider Approval of Agreement With Digital Erth Consulting LLC For Sludge Removal Services.

Background/Description of Item:

In August, 2022, the City of Edgerton approved a contract with Digital Erth Consulting LLC for sludge removal services. The contract was executed in November, 2022 and expires in November, 2023.

Staff worked with Digital Erth to keep the costs the same, therefore staff is recommending that extend the contract for another year with no change to the pricing.

Attached to this item is the existing agreement. The contract language would have the term revised to end in 2024 otherwise, it remains unchanged. Staff recommend approving this agreement.

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

Funding Source: Sewer Fund

Budget Allocated: \$34,080

Finance Director Approval: N/A

Recommendation: Approve Agreement With Digital Erth Consulting LLC For Sludge Removal Services.

Enclosed: Sludge Removal Agreement - Existing

Prepared by: Dan Merkh, Public Works Director

SLUDGE REMOVAL AGREEMENT

THIS SLUDGE REMOVAL AGREEMENT (the "Agreement") is made this 1 day of November, 2022, by and between the City of Edgerton (the "City"), a municipal corporation, and Digital Erth Consulting, LLC, ("DEC") a validly existing, Kansas limited liability company. The parties hereby agree as follows:

SECTION ONE: SERVICES

DEC hereby agrees to provide the following Class B sewage sludge disposal services to City:

1. DEC will provide a container with a capacity of ten (10) cubic yards (about ten tons) to City on a continuous basis.
2. DEC agrees to respond and collect disposed sludge no greater than the next business day following notification from City staff.
3. DEC will maintain records as required by 40 CFR 503.
4. DEC will prepare all parts of the "Land Application Forms for Kansas Domestic Wastewater Treatment Facilities" report and submit the same to the EPA as required by law.
5. DEC will be responsible for all soil testing. City will be responsible for sludge testing requirements of the report.
6. Title to the sewer sludge shall pass to DEC when placed in DEC's truck.
7. All solid waste hauled by DEC shall be so contained, tied or enclosed that leaking, spilling, or blowing are prevented. DEC shall immediately clean up any leaking, spilled or blown items, particularly hydraulic fluid and petroleum products.

SECTION TWO: COST

DEC will dispose of sewage sludge at the rate of \$710.00 per truckload, with a truckload being up to ten (10) cubic yards (approximately ten tons). DEC agrees that there will be no additional trip charge.

SECTION THREE: TERM

The term of this Agreement shall be one year upon execution by the parties of this Agreement. City may terminate this agreement at any time following written notice. All subsequent contract extensions, if any, shall be in increments of one (1) year.

SECTION FOUR: LEGAL COMPLIANCE

In performing pursuant to this Agreement, DEC 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 Agreement throughout, and they shall be deemed to be included in this Agreement as though written out in full as part of this Agreement. Equipment utilized by DEC 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 Agreement or alter, modify, or amend the obligations or duties of, or the privileges or benefits occurring to DEC hereof. But if any such changes result in a significant change in DEC's obligations under this Agreement, then City and DEC will engage in good faith negotiation concerning adjusting the compensation paid to DEC to reflect the changes in obligations.

SECTION FIVE: INSURANCE, INDEMNITY AND TRANSFER

1. DEC's Insurance. DEC shall maintain the following insurance:

General Policy Aggregate	\$2,000,000
Commercial General Liability Each Occurrence:	\$1,000,000
Commercial General Liability Aggregate:	\$2,000,000
Products and Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
Damage to Premises Rented to You:	\$100,000
Medical Payments:	\$10,000
Contractors Pollution Liability Each Pollution Condition	\$1,000,000
Contractors Pollution Liability Aggregate:	\$2,000,000
Transportation Pollution Liability Each Pollution Event:	\$1,000,000
Transportation Pollution Liability Aggregate:	\$2,000,000

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

SECTION SIX: GOVERNING LAW

1. 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 have set their hands this 25 day of August, 2022.

CITY OF EDGERTON, KANSAS



Donald Roberts, Mayor

DIGITAL EARTH CONSULTING, LLC



Charles Finley

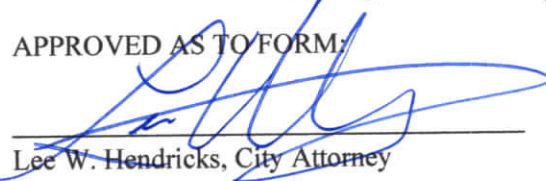
ATTEST:



Alexandria Clower, City Clerk

Alexandria Clower, City Clerk

APPROVED AS TO FORM:



Lee W. Hendricks, City Attorney



Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Darius Crist the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 5 acres.

Address and Legal Description of Property (long legal's may be attached)

Attached

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 5 Description of animal(s) (one per acre): Cows

Number of fowls: 25 Description of fowl(s) (five per acre): chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Darius Crist
Signature of Applicant

Oct 28. 2023
Date

510 W. Brown St Edgerton, KS
Address of Applicant

913-963-6346
Phone Number

OFFICE USE ONLY

Application approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton.

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.

Crist

Legal Desc	7-15-22 BG 467' N & 373' E SW CR SW1/4 E 559.5' X S 233.5' EX MINERAL RIGHTS ON E 465.5' SW1/4 SW1/4 3 ACS M/L EDC 339 1D				
AIMS Map No.	U07	S-T-R	07-15-22 SW	Calc. Acres:	3 (130,534.9 ft ²)
Census Tract	053701	Census Block Group	1	Census Block	1016 Census Year 2020
FEMA Flood Panel	<u>20091C0132G</u>		Watershed	Bull Creek (THCL Regulated)	
In Floodway	No	FEMA Floodzone	N/A		



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P: 913.893.6231
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City Council Action Item

Council Meeting Date: November 9, 2023

Department: Administration

Agenda Item: Consider 2024 Funding Recommendations for the Human Service Fund

Background/Description of Item:

During the annual budget process for 2024, Edgerton City Council approved an allocation of \$3,000 to United Community Services for the Human Service Fund. The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for determining allocations from this fund. Enclosed is the 2024 Human Service Fund Recommendations Report for review. As a participating jurisdiction, Edgerton City Council has been asked to review and approve the funding recommendations no later than December 29, 2023.

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

In 2022, programs receiving Human Service Fund grants provided service to more than 61,000 Johnson County residents in-need. These programs benefit more than just the individual and their family; they benefit the entire community, including local government. Without a strong human service infrastructure to address issues such as unemployment, lack of childcare, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, communities will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

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

Funding Source: General Fund – General Government

Budget Allocated: \$3,000

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve 2023 Funding Recommendations for the Human Service Fund

Enclosed: 2024 Human Service Fund Recommendations Report

Prepared by: Alexandria Clower, City Clerk



United Community Services of Johnson County

Board Members

Thomas Herzog, President
Dr. Putul Allen, MD
Janet Barrow, EdD
David Brown
Marshaun Butler
Joe Connor
Erik Erazo
Rev. Adam Hamilton
Robin Rollins Harrold
Stephen Kyle
Patty Markley
Dr. L. Michael McCloud, PhD
Hon. Eric Mikkelsen
Jeff Short
Hon. Donald Roberts
Vanessa Vaughn West
Dave White
Rebecca Yocham

Council of Advisors

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

Executive Director

Kristy Baughman

October 27, 2023

To: Beth Linn, City Administrator

From: Kristy Baughman, Executive Director

RE: 2024 Human Service Fund Recommendation Report

The United Community Services (UCS) Board of Directors has prepared its 2024 Human Service Fund allocation recommendations. An electronic version of the 2024 Human Service Fund Recommendation Report is attached. Print copies are available upon request.

UCS is sincerely grateful for the funding from the participating jurisdictions which resulted in total funding of approximately \$463,190. 2024 was a highly competitive grant year, with requests for funding exceeding fund availability by more than 25%. During 2024, HSF allocations will benefit Johnson County residents who will be served through 22 programs recommended for grants. Thanks to your support, in 2022, programs receiving Human Service Fund grants provided over 221,000 units of service to more than 61,000 Johnson County residents.

The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for approving UCS' recommendations for Human Service Fund grants. **The city of Edgerton is requested to approve the recommendations and notify UCS no later than December 29, 2023.** After that date, the recommendations will stand as presented.

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

CC: Alex Clowers

Enclosure: 2024 Human Service Fund Recommendations Report



United Community Services of Johnson County

Board Members

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David Brown
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Carol Sader
Brad Stratton
Charlie Sunderland
Hon. Stephen Tatum
David Warm

Executive Director

Kristy Baughman

2024 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Human service programs are vital to the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Together, Johnson County Government and 14 cities have budgeted \$463,190 for the **Human Service Fund (HSF)** in 2024.

This is a highly competitive grant year; HSF received twenty-two applications requesting a total of \$555,368 in funding. Three applicants are welcomed through the Small Grants Program, which provides grants of less than \$5,000 for new, growing, and grassroots organizations working to build their footprint and grant capacity. Thank you for making this work possible!

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

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

Thanks to your support, in 2022, programs receiving HSF grants provided over 221,000 units of service to more than 61,000 Johnson County residents. In 2022, “units of service” included medical and dental appointments, mental health supports, nights of safe housing, counseling and case management, emergency rental and utility assistance, food pantries, employment training and more. These programs benefit more than just the individual and their family; the entire community, including local government, benefits.

Without a strong human service infrastructure to address issues such as unemployment, lack of childcare and transportation, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

**Jurisdictions are asked to accept the funding recommendations by
December 29, 2023.**

2024 Human Service Fund Applicant History and Recommendations

<i>Small</i> HSF Grant Applicant	2022 Grant	2023 Grant	2024 Recommended	HSF Small Grant Program Description Small grants new beginning in 2022, grants in amounts <\$5,000
Community Center of Shawnee	\$4,500	\$4,900	\$4,950	Food pantry, clothing, and emergency financial assistance for shelter, fuel, utilities, healthcare, and transportation to support basic needs, healthcare access, and employment in Johnson County.
Gateway of Hope	\$4,500	\$4,999	\$4,950	Sisters of Hope/Hermanas en la Esperanza: behavioral healthcare accessible to low income, under/uninsured teen girls and women in Johnson County through free and reduced fee services with services provided in English and Spanish.
Starfish	-	-	\$3,000	A Life With Dignity: provides necessities including clothing, hygiene products, meals, rent and utility assistance, and health screenings to families at or below poverty in Johnson County.

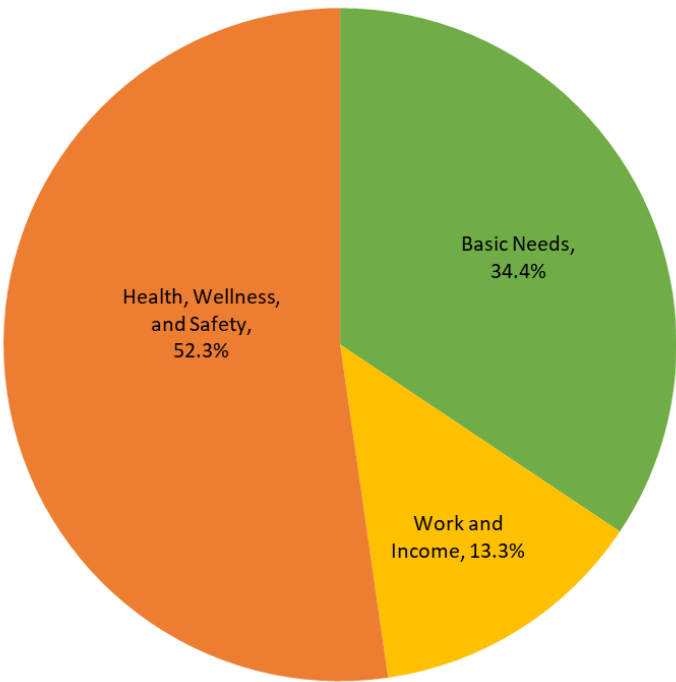
Regular HSF Grant Applicant	2022 Grant	2023 Grant	2024 Recommended	Program Description
CASA of Johnson & Wyandotte*	\$50,000	\$45,000	\$50,000	Child Advocacy: court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement.
Catholic Charities of NE Kansas*	\$68,500	\$68,500	\$67,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
Center of Grace	-	-	\$7,500	Free preschool for English language learner children, supporting caregivers as they attend JCCC classes at COG. COG is a community hub serving low-income, diverse families through emergency assistance, food, clothing, hygiene items, and connection to employment.
El Centro*	\$25,000	\$25,000	\$25,000	Johnson County Family Services Center supports low-income, under/uninsured households through economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	\$5,000	\$10,000	\$7,500	Reducing barriers to participation in Fostering Prevention, providing one-on-one services in the home with at-risk families to support behavioral and emotional management, stabilize housing placement, and reduce need for foster care.
Growing Futures EEC*	\$19,398	\$19,398	\$20,000	Wrap-around Care: Scholarships for pre-kindergarten childcare fees for low-income families, supporting full-time education/employment of caregivers, provides family support, and results in strong kindergarten preparedness.
Habitat for Humanity	—	\$5,000	\$5,000	Neighborhood Revitalization: minor home repair, critical home repair, and home weatherization projects for low-income clients, who provide “sweat equity,” to support home retention and safe and adequate housing.
Health Partnership Clinic*	\$49,500	\$49,500	\$49,500	Free and sliding-scale health care, dental care, and behavioral healthcare, through a medical home model, for uninsured and low-income Johnson County residents.
Hillcrest Ministries*	\$10,000	\$10,000	\$10,000	Transitional housing for youth, single adults, and families experiencing homelessness; case management, budget counseling, and supportive services.
HopeBuilders	\$4,999	No Request	\$5,000	Supports adequate housing and retention of affordable housing stock by providing accessibility modifications and home repair for older adults and individuals living with disabilities in Johnson County.
JoCo IHN	\$9,000	\$8,000	\$8,000	Case management, including shelter, for single women and families with children experiencing homelessness.
Ks Children's Service League*	\$20,340	\$20,340	\$20,000	Healthy Families Program: Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
Kansas Parents as Teachers	—	\$5,000	\$5,000	Bright Futures: an in-home assistance program providing developmental, social-emotional, and health screenings for children and resources for families to support family health and reduce the need for foster care.

KidsTLC	\$17,500	\$17,500	\$17,500	Thriving Communities: Crisis counseling, parent education, and assistance navigating health and mental healthcare, housing, and resources to support positive family outcomes.
NCircle	\$19,696	\$19,696	\$23,790	Reentry Program: intensive, on-site 60 day cognitive and behavioral therapy, skills training, financial literacy, and job placement assistance for clients in Department of Corrections custody assessed as at high risk of recidivism and unprepared to obtain/maintain employment.
Pathway to Hope	\$4,999	\$4,999	\$5,000	Reclamation Clubhouse empowers adults diagnosed with serious mental illness to secure and maintain stable employment and self-sufficiency through job training, transportation, work tools and attire, and employment support.
SAFEHOME*	\$21,000	\$22,310	\$24,000	Case management services for clients of the domestic violence shelter, including emergency shelter, housing assistance, therapy, legal services, and advocacy.
Salvation Army Family Lodge*	\$25,000	\$25,000	\$25,000	Olathe Family Lodge: transitional housing for families in Johnson County experiencing homelessness, including related services and comprehensive case management utilizing strengths-based case management.
Sunflower House*	\$46,898	\$46,898	\$47,000	Personal safety, education and prevention programs for children and youth. Prevention and education programs for childcare professionals and caregivers, including mandated reporters, provided both online and in-person.
Subtotal Regular HSF	\$391,832	\$397,142	\$421,790	
Subtotal Small HSF	\$18,998	\$14,898	\$12,900	
Administration	\$27,000	\$27,000	\$28,500	Fee for administration of HSF.
Total	\$437,830	\$439,040	\$463,190	The 2023 federal poverty level for a family of three is \$24,860

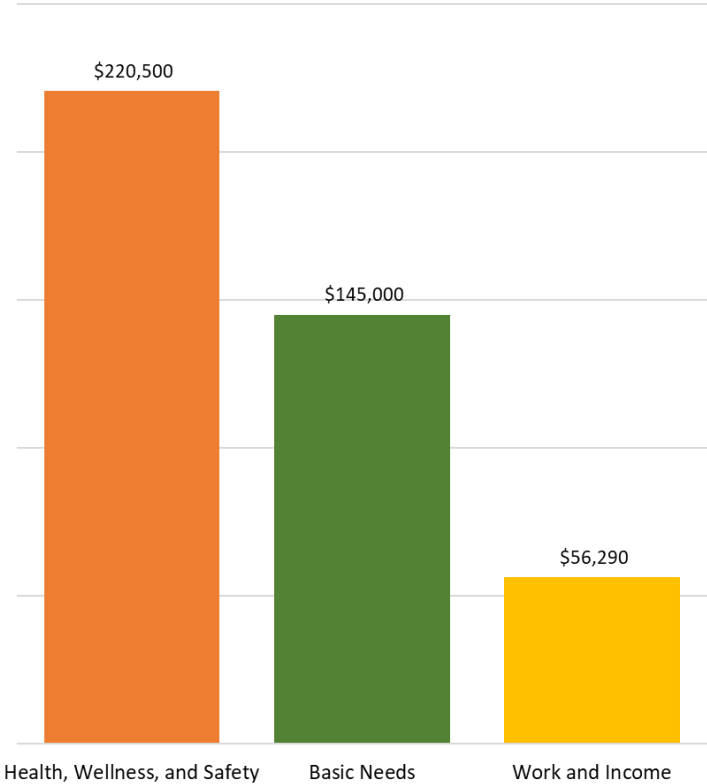
*Applicants are returning grantees with established programs for which the UCS Board recommends two years of funding. The two-year funding recommendation is contingent on: continued agency performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it wishes to continue substantially the same program in 2025.

Distribution of Human Service Funds by Program Type

Total Recommended Grants in 2023: \$412,040



Human Service Fund: Funding by Program Type



2024 HSF *Small Grants* Recommendations

HSF Small Grants were developed and launched in 2022 after consultation with contributing jurisdictions. HSF Small Grants are for amounts less than \$5,000 for agencies that are new, growing, or grassroots and working to build their footprint and grant capacity in Johnson County. Like regular HSF applicants, these nonprofits must meet Human Service Fund guidelines (see Appendix B), including funding priorities, eligibility criteria, and reporting requirements. \$12,900 in total funding is recommended for these applicants for 2024.

<p>Community Center of Shawnee</p> <p>\$4,950</p> <p>Recommendation</p>	<p>Funding is recommended to support transportation assistance and food pantry services to decrease food insecurity and increase self-sufficiency of Johnson County’s low-income residents as part of the emergency assistance program, which includes food, clothing, holiday meals, school supplies, and transportation assistance. Transportation is a recognized barrier to employment and healthcare access in Johnson County.</p> <p>2024 Results Projected: Reduction of food insecurity in Johnson County through the provision of food and increase in transportation supporting employment, housing and employment retention, and access to healthcare by Johnson County residents.</p> <p>Outcomes Achieved 2022: 9,181 individuals, including 3,361 Johnson County residents, were served in 2022 through provision of food to approximately 85 families per month, as well as transportation assistance, through gas cards in the amount of \$25 or \$30, to an average of 65 households per month. Transportation assistance supported households in maintaining employment, accessing healthcare, and securing shelter.</p>
<p>Gateway of Hope</p> <p>\$4,950</p> <p>Recommendation</p>	<p>Funding is recommended to subsidize the Sisters of Hope/Hermanas en la Esperanza program, which provides sliding scale and free quality behavioral healthcare to low-income, under/uninsured women in Johnson County, with an emphasis on Latina women and other women of color. Services are provided in English and Spanish. Access to behavioral healthcare services are an acute need for low-income women in Johnson County.</p> <p>2024 Results Projected: Increased access to behavioral healthcare for low-income and under/uninsured women; reduction of depression and anxiety among clients; increase in client work attendance and productivity; and decrease in work absences among clients.</p> <p>Outcomes achieved during 2022: 230 Johnson County residents were served through 1,498 hours of therapy or life coaching sessions. Based on surveys, 90% of clients reported that they were being provided the help they needed, 88% reported gaining insights and tools that help them transform their lives, and 90% reported an increase in self-confidence and ability to handle challenges.</p>
<p>Starfish Project</p> <p>\$3,000</p> <p>Recommendation</p>	<p>Funding is recommended for a new applicant, Starfish Project’s a Life with Dignity program, which supports retention of employment and housing by providing individuals with communal lunches, clothing, hygiene products and other basic necessities to low-income residents, homeless individuals, foster families, and grandparents caring for children in Johnson County.</p> <p>2024 Results Projected: Retention of housing and employment for 5,000 individuals by providing necessities, allowing clients to divert income to rent/utilities and remain stably housed.</p>

2024 HSF Regular Grants Recommendations

Note: applicants designated with an asterisk (*) are returning grantees with established programs for which the UCS Board recommends two years of funding. The two-year funding recommendation is contingent on: continued agency performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it wishes to continue substantially the same program at the same level of funding from HSF in 2025.

CASA of Johnson and Wyandotte Counties*

\$ 50,000
Recommendation

A \$5,000 increase in funding, for a total of \$50,000, is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a “Child in Need of Care” due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a Family Court Judge when child safety and placement are of great concern in a high conflict divorce or separation. In these cases, the judge determines if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child’s situation, including safety, mental health, education needs, etc. The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, then with the CASA supervisor, identifies service needs. CASA submits a report to the judge which includes information about the child’s statements, behavior, and interaction with parents; these reports support judges’ critical decisions about where children should live and what services should be court-ordered.

2024 Results Projected: CASA anticipates serving 325 Johnson County children during 2024. 95% of children will be safe from additional findings of abuse or neglect. 98% of children will have a stable adult presence in their lives through their CASA volunteer, and 80% will graduate from high school.

Outcomes achieved during 2022: 299 Johnson County children were served. The presence of a stable adult is a key factor in building resilience from a history of trauma. 98% of children served by CASA had a stable adult presence through their CASA volunteer during their court involvement. While assigned to a CASA advocate, 99% of the children served did not have an additional affirmed or substantiated report of abuse to Kansas Department for Children and Families (DCF). Of the CASA-served youth eligible for graduation, 92% graduated.

Catholic Charities of Northeast Kansas*

\$67,000
Recommendation

Funding is recommended for the Emergency Assistance and Supportive Housing program which operates out of two locations within Johnson County. The program provides direct assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents’ basic needs such as food, clothing, and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, childcare, and transportation. The case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

2024 Results Projected: The agency anticipates serving 17,950 Johnson County residents with assistance that includes food and/or financial support to maintain housing and

utilities. Every client who receives financial assistance will maintain stable housing for 30 days. 80% of households receiving direct financial assistance will receive referrals to other services and 40% are assisted in accessing other public benefits like WIC, SNAP, Medicaid and more. 90% of households receiving direct financial services will demonstrate an increase in financial knowledge during case management meetings.

Outcomes achieved during 2022: 16,458 Johnson County residents were served through 39,826 service encounters. Direct financial assistance enabled 748 individuals to maintain safe housing for at least 30 days. 892 individuals benefited from utility service assistance which enabled them to sustain utility services for 30 days. 91% of households who received direct financial assistance completed a financial assessment with their case manager and 81% of individuals who received financial assistance also completed at least one component of financial literacy education (Money Smart, Your Money-Your Goals), and received one-on-one budget coaching.

Center of Grace
\$7,500
Recommendation

Funding is recommended for a new applicant, Center of Grace's English Language Learner Preschool, which provides free preschool classes to children while their caregiver(s) are attending Johnson County Community College (JCCC) English and workforce classes at the Center of Grace campus. All participants, caregivers and children, are English language learners. 85% of families are at or below 130% of the Federal Poverty Level. This is the only JCCC location that offers an English language learner preschool. Center of Grace also serves as a community hub supporting low-income Johnson County families through emergency assistance, food, clothing, hygiene items, dental care, childcare and connection to employment.

2024 Results Projected: During 2024, Center of Grace expects to serve 110 Johnson County residents through this program. Program results include increased parental engagement in their child's education and development, students will improve notably in their academic performance, and students will make substantial progress in language acquisition.

El Centro, Inc.*
\$25,000
Recommendation

Funding is recommended for El Centro's Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under/uninsured Johnson County individuals and families. Services promote self-sufficiency, well-being, and health. The Family Services Center provides economic empowerment supports through emergency assistance, financial literacy classes, assistance filing taxes; access to healthcare through health navigation and promotion, and support filing for benefits, like Medicaid, and policy education.

2024 Results Projected: During 2024, El Centro expects to serve 2,500 Johnson County residents at the Olathe office. Results include meeting clients' basic needs (sustain housing and utility services, completion of financial classes), assisting clients with work and income supports (filing taxes, obtaining an Individual Tax Identification Number if needed) and clients leading healthier lives (successful access of community healthcare resources and increased knowledge of chronic disease prevention and healthy consumer behaviors).

Outcomes achieved during 2022: 2,007 unduplicated Johnson County residents were served through 2,893 service encounters. 83 households received utility assistance and were able to maintain utilities for minimum of 30 days; 61 households received rental assistance. 145 individuals completed financial empowerment classes. 67 people were assisted with the process that enabled them to receive an Individual Tax Identification Number and 921 supported in completing income taxes. 293 individuals were assisted with applying for the Supplemental Nutrition Assistance Program (SNAP) and received benefits; 413 enrolled in KanCare with assistance. In 2022, they continued virtual advocacy by reaching 12,368 views on COVID-19, economic empowerment, and public benefits videos.

**FosterAdopt
Connect**

\$7,500
Recommendation

Funding is recommended to support families participating in the Fostering Prevention program at FosterAdopt Connect. The Fostering Prevention program is an intensive in-home support program that utilizes Motivational Interviewing and the Nurturing Parenting Program model to increase the capacity of at-risk families to meet the needs of their children with the intent to stabilize housing placement and reduce the need for foster care. As of 2023, KDHE reports 52.7% of individuals in Johnson County have experienced at least one Adverse Childhood Experience and 19.1% have endured three or more. Supporting families and avoiding cost of foster care results in a return on investment on the overburdened foster care system as well as improved long-term outcomes for children and families.

2024 Results Projected: In 2024, FosterAdopt anticipates serving 40 Johnson County residents through 140 hours of service. 90% of children during services will maintain placement stability, 90% of families will be offered access to direct services, and 80% of parents who complete initial and post assessments will show improvement in parenting skills.

Outcomes achieved during 2022: In 2022, HSF funded a different program at FosterAdopt Connect – *Behavioral Intervention Program*; through that program, 18 Johnson County children were served through 5,126 hours of service. 80% of children showed a decrease in the need for redirection or safety holds as a result of maladaptive behaviors and 73% of those who demonstrated maladaptive behaviors qualifying them for admittance to an in-patient program, were able to maintain current housing and avoid residential treatment.

**Growing Futures
Early Education
Center***

\$20,000
Recommendation

A \$602 increase in funding, for a total of \$20,000, is recommended for Growing Futures' Scholarship Assistance for the Wrap Around Care (WAC) Program. WAC complements the Head Start program, providing full-day care and education from 7 a.m. to 5:30 p.m. Families served by Growing Futures are living at or below federal poverty guidelines. The majority of Growing Futures families speak English as a second language and half of families are single parent households. Through the HSF grant, childcare scholarships help low-income families experiencing financial hardships who are unable to pay their share of childcare fees and who are working or going to school for at least 30 hours per week. Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Growing Futures also provides resources and support for the family to support self-sufficiency including connection to health, nutrition, social services, mental health services, parental education and parenting events. Affordable, quality childcare is an acute need in Johnson County.

2024 Results Projected: Through the extended WAC program, Growing Futures will provide over 4,700 hours of care for enrolled children, serving an estimated 120 Johnson County residents. With Growing Futures, children will maintain daily attendance rates of 85%, supporting caregivers in maintaining employment and/or education. Families will engage in family counseling and support with Growing Futures, resulting in 80% of families achieving at least one large family goal, based upon family determined strengths and needs. Despite the financial hardship of families, fewer than 10% of children will leave the program due to inability to pay tuition, ensuring that children obtain a high quality HeadStart education.

Outcomes achieved during 2022: 58 children and their families, a total of 200 residents, received short-term help or fee subsidies that allowed children to remain in quality full-time daycare while caregivers worked or remained in school. No children left the program due to inability to pay fees in 2022. 98.5% of families took steps toward completion of a large family goal, such as learning English, purchasing a first home, or working toward a G.E.D. 92% of children achieved kindergarten readiness. Attendance rates for 2022 were 85.25%.

Habitat for Humanity Kansas City	Funding is recommended for Habitat for Humanity Kansas City’s Neighborhood Revitalization: Home Preservation Program, which supports home retention and safe and adequate housing through home maintenance assistance. The Home Preservation Program provides minor home repair, critical home repair, and home weatherization. All clients are low-income and engage in “sweat equity” as well as financial literacy counseling as part of the program. This program also provides energy audits and education. Retention of existing housing stock through home repair and modification is highlighted as a need in the Johnson County Housing Study. Currently, Habitat has a waitlist of more than 80 Johnson County families in need of assistance from the Home Preservation Program; Habitat is a member of the Johnson County Home Modification Coalition and has a 5-year strategic plan to address home repair needs in the region.
\$ 5,000 Recommendation	

2024 Results Projected: Habitat for Humanity anticipates serving additional Johnson County families in 2024. 85% of clients will report satisfaction with services, 70% will experience improved financial security, and 85% will experience improved quality of life. These measures will be assessed with follow-up surveys upon project completion and a year later.

Health Partnership Clinic (HPC)*	Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic’s office in Olathe, a pediatric clinic in Shawnee Mission, and a school-based clinic in Merriam. Funding helps to support a Nurse Practitioner providing care to uninsured patients at the Olathe Clinic. HPC’s patients are primarily low-income, and the majority are uninsured or publicly insured. HPC is Johnson County’s largest safety-net clinic and only Federally Qualified Health Center; it utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services, and works in partnership with homeless shelters, delivering onsite health
\$49,500 Recommendation	

care services and case management. Specialty care is provided through a network of providers.

2024 Results Projected: Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes and are satisfied with services they receive, and patients continue to utilize HPC as their health home. During 2024, HPC anticipates serving 9,394 Johnson County residents through 25,251 patient office visits or encounters.

Outcomes achieved during 2022:12,365 Johnson County residents were served through 23,368 patient office visits and/or clinical encounters. Over 90% of patients surveyed indicated they were either satisfied or very satisfied with the care they received as a patient. HPC also provided 4,322 dental screenings through Johnson County school districts and immunizations to 303 community members who are not HPC patients. HPC provides school-based services at Shawnee Mission West High School.

Hillcrest Ministries of MidAmerica*	Funding is recommended for Hillcrest’s Transitional Housing – Homeless Youth and Families Program. Transitional housing for homeless youth, up to age 24, families with children, and single adults will be provided in seven apartments located in Johnson County. Hillcrest uses either the U.S. Housing and Urban Development or McKinney-Vento definition of homeless and clients are at or below federal poverty guidelines. The program provides housing and food, case management, budget counseling and connection to community services to address immediate and ongoing needs, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring.
\$ 10,000	
Recommendation	

2024 Results Projected: 26 homeless children, youth, and adults will be provided transitional housing and achieve at least one goal from their assessment plan. Homeless youth will work toward achieving and education goal and adults will maintain or improve employment.

Outcomes achieved during 2022: In 2022, 23 residents of Johnson County were served through 2,004 nights of transitional housing. All clients completed individual service assessments and completed at least one achievement goal. Of those, 6 youth worked toward achieving education goals and 4 moved into permanent housing. 9 adults improved and maintained employment and 8 households obtained permanent housing.

HopeBuilders	HopeBuilders is a former HSF small grantee transitioning to the regular HSF grants pool. Funding is recommended for HopeBuilder’s home repair/home accessibility program. Hopebuilders provides free home repair, modification, and home accessibility projects for low-income older adults and individuals with disabilities. Projects include critical home repairs as well as home modifications that make it possible for individuals to remain in their homes safely. A recommendation of the 2021 Johnson County Community Housing Study, home modification and repair are an important component of maintaining existing housing stock in our region.
\$5,000	
Recommendation	

2024 Results Projected: HopeBuilders will continue to expand its footprint in Johnson County, providing additional home safety, accessibility and mobility repairs and modifications to support low-income, older adults and individuals with disabilities remaining safely in their own homes. Clients will report a 75% reduction in falls and 100% will report feeling safer in their homes.

Outcomes achieved during 2022: As a small grantee in 2022, HopeBuilders served 22 Johnson County residents through 12 home repair and modification projects. Throughout the region, HopeBuilders served a total of 200 individuals through a range of home repairs and modifications, including 42 accessibility ramps, 73 accessibility modifications (such as replacing tubs with zero-entry showers, installing handrails and grab bars), 6 full bathroom modifications, and 100 critical home repairs (such as roofing and guttering, siding and weatherization, and replace or repair of HVAC units).

<p>JoCo IHN (Previously, Johnson County Interfaith Hospitality Network)</p>	<p>Funding is recommended for shelter, meals, transportation and case management for families and single unaccompanied females experiencing homelessness at JoCo IHN. Area congregations provide shelter and meals at congregational sites on a rotating schedule while JoCo IHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to support case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting, money management, and job and housing searches.</p>
<p>\$8,000 Recommendation</p>	<p>2024 Results Projected: During 2024, the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources by 25%, and approximately 50% will move into homes of their own within four months of entering the network. 75% of volunteers will increase their awareness of human service needs in Johnson County.</p> <p>Outcomes achieved during 2022: During 2022, 35 Johnson County residents accessed 2,164 nights of shelter through a combination of hotel rooms and congregation partnerships due to continued COVID-19 precautions. 47.5% of families moved into homes of their own or transitional housing within four months and 85.5% reported increasing their income by 25% or more while in the program. 94% of volunteers trained in 2022 reported increased awareness of human service needs in the community.</p>
<p>Kansas Children’s Service League (KCSL)*</p> <p>\$ 20,000 Recommendation</p>	<p>Funding is recommended for Healthy Families Johnson County, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are “at-risk” for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services. Parent engagement includes Parent Cafés, parent support groups, and a parent advisory group.</p> <p>2024 Results Projected: During 2024, 250 Johnson County individuals are expected to be served. Anticipated outcomes include: 95% of families will not have any substantiated child</p>

abuse or neglect while in the program; 90% of children will be covered by health insurance; and 90% of children will have had a developmental screen in the last six months.

Outcomes achieved during 2022: 165 Johnson County residents were served. 98% of the families served remained free from substantiated abuse and neglect while in the program. 100% of children enrolled for at least six months had health insurance and 86% had a developmental screening.

**Kansas Parents
as Teachers
Association
(KPATA)**

\$5,000

Recommendation

Funding is recommended for the Bright Futures program, an intensive in-home program providing developmental, social-emotional, and health screenings for children and supports and connection to resources for at-risk families referred by the Department of Children and Families. Regular home visits provide over 105 hours of in-home support per year per family. This program supports family health, helps alleviate poverty, and reduces child abuse and family displacement, reducing the burden on the foster care system, reducing costs to the legal system of increased Child in Need of Care cases, and resulting in better outcomes for families and children.

2024 Results Projected: During 2024, 25 Johnson County families (estimated 100 individuals) will be served through approximately 802 home visits. As a result of this intensive program, children will be able to maintain housing placement and families will complete home visits and have increased access to needed services. Parents will set and complete a goal within 120 days of enrollment.

KidsTLC

\$17,500

Recommendation

Funding is recommended for KidsTLC Thriving Communities program which offers resource referral, parent support groups, and health care navigation to families who face behavioral and mental health issues with their children. The program serves families in the community and families who have children in one of KidsTLC's programs. Eligibility is not based upon income, however, most of the families are low-income (75% of KidsTLC's clients are on Medicaid). The program serves as the navigation arm for the agency, helping families find mental health/health care, housing, and community resources/support. It also provides education and support to Spanish-speaking families, partly through the Que Onda Familias program. The program receives referrals from the Greater Kansas City Hispanic Collaborative, health clinics, mental health centers, school districts and additional programs which serve youth and families who are at-risk for homelessness. The goal of Thriving Communities is to educate families about health issues, trauma, and raising healthy children; and, to provide health navigation resources so parents can raise healthy children.

2024 Results Projected: KidsTLC estimates serving 233 Johnson County residents through this program. Anticipated outcomes include: 75% of clients referred to health providers will keep their initial appointment, 60% referred to health care providers or medication management will remain in services for 30 days, 70% will initiate benefits or public assistance services, and 75% of clients will express increased awareness of resources.

Outcomes achieved during 2022: Through crisis intervention, housing support, and health navigation, the Thriving Communities program served 396 individuals in and outside of Johnson County and provided 44 Que Onda Familias online classes with 5,554 views by clients. 80% of clients reported an increase in knowledge of their needs and resources available, 88% of families kept their initial appointment for a service they were referred to and 79% remained in those services after 30 days.

NCircle

\$23,790
Recommendation

A \$4,094 increase in funding, for a total of \$23,790, is recommended for a new program at NCircle: the Reentry Program. The Reentry Program, a private-public partnership offered in coordination with Johnson County Department of Corrections, is an intensive sixty-day program offered on-site at the Adult Residential Center. This program is for individuals in custody who are scheduled for release and have been assessed as at high risk of recidivism and unprepared to obtain or maintain employment. The focus of the program is to break the cycle of incarceration and support clients in successful reintegration. Staffed by certified Offender Workforce Development Specialists (OWDS) the program provides critical cognitive and behavioral therapy to support employment readiness as well as career track assessment, Essential Skills for Workplace Advancement (10 hours/week), job coaching (10 hours/week), Lifeskills (3 hours/week). Program participants will demonstrate an increased rate of employment, increased income, and decreased recidivism, as compared to nonparticipants, resulting in costs savings for local government and judicial system.

2024 Results Projected: NCircle plans to serve 40 Johnson County residents through this program. Participants will obtain employment prior to release from program, improve their job stability, exhibit improved career readiness skills, as indicated by the Employment Readiness Assessment (ERS), and reduce recidivism rates (tracked over three years) as compared to nonparticipants.

Outcomes Achieved in 2022: In 2022, HSF funded NCircle's College of Trades program in which the organization served 67 individuals through 4,842 hours of training and case management. Clients of the program earned 64 certificates such as OSHA 10, Construction Basics, Welding, Shop Blueprint, Customer Service, Skills for Professional Assistants, MS Word, MS Excel, and Forklift certificates. Upon completion, based on ERS pre- and post-assessment, clients demonstrated a 33% improvement in career decision-making, 35% increase in ability to search for a job, and a 37% increase in ability to manage their career even during unexpected changes. Post-program assessments also indicated that clients demonstrated an average of 17% improvement in self-efficacy, 34% improvement in understanding social networks and supports, and a 12% improvement in understanding what it takes to obtain and maintain employment. Program graduates also had reduced recidivism as compared to non-program participants – 90% of program graduates had no revocations and 97% had no new convictions.

Pathway to Hope

\$5,000
Recommendation

Pathway to Hope is a small HSF grantee transitioning to the regular HSF grant pool. Funding is recommended to support the Reclamation Clubhouse, the local chapter of a national program, which provides a day program and free education and employment training as well as work tools, clothing, and transportation for adults with a diagnosis of serious mental illness to support stable employment and self-sufficiency. HSF funding will support club members in addressing specific work and housing-related needs that serve as a barrier to employment and housing stability.

2024 Results Projected: In 2024, 200 Johnson County residents will be served by Pathway to Hope. Clients will report increased confidence in themselves and will show positive steps toward becoming employed, gaining knowledge towards work goals, maintaining employment, maintain and/or improving housing. In 2024, the number of members

employed will increase from an average of 18% to 25%. 70% of individuals will report that funds were successfully utilized to keep utilities/rent up to date, complete minor home repairs, and/or keep major appliances functioning.

Outcomes achieved during 2022: As a small grantee in 2022, Pathway to Hope served 68 Johnson County residents through 8,105 hours of support. 19 clients were in part-time or full-time paid work and were supported through transportation assistance and subsidization of work-related attire. 62 clients built skills to support them in obtaining paid work, including training on data processing programs such as Sheets, Access, Docx, and Slides.

Safehome*

\$24,000
Recommendation

A \$1,690 increase in funding, for a total of \$24,000, is recommended for Safehome's Shelter. Safehome provides shelter, case management, and other assistance to survivors of domestic violence living in its emergency shelter. Safehome clients are provided case management as well as therapy, legal services, hospital advocacy, and a hotline. Employment assistance and financial literacy will continue to be supported through case management services for shelter clients.

2024 Results Projected: Safehome will provide emergency shelter to 110 Johnson County residents for a total of 6,770 bed nights. 30% of residents will transition from Safehome to permanent housing, 60% for those at the shelter for at least 90 days and 60% will remain housed 6 months after leaving. 50% of residents will report looking for work, 80% will work on a budget with a case manager, and 65% of those in the shelter for at least 4 weeks will make a plan to pay off past due bills. 85% of clients in the shelter for at least 2 weeks will know more about a plan for safety and domestic violence and 50% in therapy for 4+ sessions will show an average decrease in symptoms by 5%.

Outcomes achieved during 2022: In 2022, 76% of clients reported looking for work while in the shelter, with 73% in residence for at least 4 weeks working on a budget and 66% making a plan to pay off past due bills. 94% reported knowing more ways to plan for their safety and 80% of clients who completed 4+ therapy sessions showed a decrease in symptoms. 78% of clients in residence for at least 90 days transitioned into permanent housing and 75% reported remaining housed 6 months later.

**Salvation Army
Family Lodge –
Olathe***

\$25,000
Recommendation

Funding is recommended to assist low and very-low-income homeless families in Johnson County with food and shelter at the Salvation Army Family Lodge in Olathe. In most cases, the Lodge provides up to 90 days of shelter (with a maximum stay of 180 days in some circumstances). Residents meet weekly with a case manager who utilizes the strengths-based case management model. Classes and/or skill building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

2024 Results Projected: The Family Lodge anticipates serving 125 Johnson County residents in 2024. 90% of those who exit the program will enter permanent or transitional housing, 80% will increase income or decrease housing barrier debt. 10 children will receive financial assistance for daycare services as a work support for guardians and 5 families will

receive financial assistance for past utility or eviction debt, employment barriers, car repairs, required shoes or uniforms and more.

Outcomes achieved during 2022: The Family Lodge provided 19,206 nights of shelter, meals, and hygiene kits to 105 Johnson County residents. 78% of families exiting the program moved into transitional or permanent housing. 83% of families increased their income and decreased their housing debt to support living in permanent housing. 13 children and 15 families were served through childcare tuition supports and reduction in past due eviction or utility debt, which, if not addressed, often serves as a barrier to securing new permanent housing.

Sunflower House*

\$47,000
Recommendation

A \$102 increase in funding, for a total of \$47,000, is recommended to support the Personal Safety Education Program, a child abuse prevention education program. Sunflower House provides child-based education and mandated reporter training free of charge; without grant support, these programs are not sustainable. The program includes: 1) *Happy Bear*, an interactive drama in Spanish and English for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe*, a curriculum for grades PreK-5 that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety*, provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) *Stewards of Children*, a child sexual abuse prevention and education training for adults; 6) *Mandated Reporter Training* which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child's disclosure; and, 7) *Child Protection Project*, a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.

2024 Results Projected: The agency anticipates reaching 29,000 Johnson County residents during 2024. Age-appropriate person safety/abuse education will be provided to at least 30,000 children; 8,000 adults will be educated on child abuse indicators and reporting abuse, 95% will indicate that they gained new information; youth and adults will increase their knowledge of online crimes against children, including online safety steps and proper reporting. 95% of adults indicate they will more closely monitor electronic communications of children in their care. Sunflower House has added Spanish-based mandated reporting and has developed an online training academy to provide mandated reporter training to local school districts and other agencies, such as Girl Scouts.

Outcomes achieved during 2022: 24,984 Johnson County residents were served. Due to passage of House Bill 2662, requiring parental permission for all non-educational surveys administered to children, Sunflower House is no longer able to administer surveys measuring the impact of their programming to children. Surveys are still administered to adults who participate. 8,146 adults, including 3,699 within the special needs community, were trained regarding child abuse. 98% of participating adults indicated that they gained new information. After completing online safety training, 100% of adults indicated that they would more closely monitor the electronic communications of children in their care.

APPENDIX A: 2024 HSF PARTICIPATING JURISDICTIONS AND GRANT COMMITTEE

JURISDICTION	CONTRIBUTION
Johnson County	\$162,500
De Soto	\$3,030
Edgerton	\$3,000
Gardner	\$7,300
Leawood	\$19,000
Lenexa	\$23,5000
Merriam	\$11,000
Mission	\$10,500
Olathe	\$70,000
Overland Park	\$99,000
Prairie Village	\$10,500
Roeland Park	\$6,360
Shawnee	\$33,000
Spring Hill	\$2,500
Westwood	\$2,000
Total from County Government & Cities	\$463,190
UCS Administration	\$28,500
Total Available to Allocate	\$434,690

2024 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- Janet Barrow, *Committee Chair*, WaterOne
- Dr. Putul Allen, Children's Mercy
- David Brown, Haystax
- Don Roberts, City of Edgerton Mayor
- Jeff Short, Overflow

UCS Council of Advisors

- Pat Colloton
- Hon. Steve Tatum (ret'd)

Community Volunteers

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

Staff support: Christina Ashie Guidry, UCS Director of Policy & Planning and Erika García Reyes, UCS Director of Resource Allocation.

APPENDIX B

2024 HUMAN SERVICE FUND GUIDELINES

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

FUNDING PRIORITIES 2024

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

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

Priority is given to programs that:

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

ELIGIBILITY

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

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

City Council Action Item

Council Meeting Date: November 9, 2023

Department: Administration

A genda Item: Consider Ordinance No. 2150 Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2023A, Of The City Of Edgerton, Kansas.

Background/Description of Item:

At the September 28, 2023, Council Meeting, City Council approved Resolution No. 09-28-23C which authorized the City to offer bonds for sale to fund construction of The Greenspace.

In accordance with Kansas statutes, the City's financial advisor, Columbia Capital, will hold a competitive sale on November 9, 2023, which will be after packet publication. The results of the sale will be provided at the Council meeting that evening.

Ordinance No. 2150 authorizes the issuance of the bonds, and notes that the specific terms of the bonds will be outlined in the Bond Resolution, which will be considered by the Governing Body after consideration of this Ordinance.

The City Attorney has reviewed and approved this Ordinance.

Related Ordinance(s) or Statue(s): Resolution No. 11-14-19A, Resolution No. 09-28-23B, Resolution No. 09-28-23C

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval:  x
Karen Kindle, Finance Director

Re commendation: Approve Ordinance No. 2150 Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2023A, Of The City Of Edgerton, Kansas.

Enclosed:

Ordinance No. 2150

Prepared by:

Karen Kindle, Finance Director

ORDINANCE NO. 2150

OF

THE CITY OF EDGERTON, KANSAS

PASSED

NOVEMBER 9, 2023

**GENERAL OBLIGATION BONDS
SERIES 2023A**

ORDINANCE NO. 2150

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023A, OF THE CITY OF EDGERTON, KANSAS.

WHEREAS, the City of Edgerton, Kansas (the “City” or “Issuer”) is a city of the third class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City has previously authorized certain improvements described as follows (the “Improvements”):

<u>Project Description</u>	<u>Authority</u>	<u>Amount</u>
Construction of a new community building	K.S.A. 12-1736 <i>et seq.</i> , as amended by Charter Ord. No. 25; Art. 12, Sec. 5 of the Constitution of the State of Kansas	\$10,000,000*

* Plus costs of issuance and interest on any temporary financing; and

WHEREAS, the City proposes to issue its general obligation bonds to permanently finance the Improvements; and

WHEREAS, the governing body of the City is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

WHEREAS, the governing body of the City has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 12-1736 *et seq.*, as amended by Charter Ordinance No. 25 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

“Bond and Interest Fund” means the Bond and Interest Fund of the City for its general obligation bonds.

“Bond Resolution” means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Bonds and making covenants with respect thereto.

“Bonds” means the City’s General Obligation Bonds, Series 2023A, dated November 28, 2023, authorized by this Ordinance.

“City” means the City of Edgerton, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk.

“Mayor” means the duly elected and acting Mayor of the City or, in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“State” means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2023A, of the City in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem

necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the governing body of the City on November 9, 2023 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED AS TO FORM:

Gilmore & Bell, P.C., Bond Counsel

City Council Action Item

Council Meeting Date: November 9, 2023

Department: Administration

Agenda Item: Consider Resolution No. 11-09-23A Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Bonds, Series 2023a, Of The City Of Edgerton, Kansas, Previously Authorized By Ordinance No. 2150.

Background/Description of Item:

At the September 28, 2023, Council Meeting, City Council approved Resolution No. 09-28-23C which authorized the City to offer bonds for sale to fund construction of The Greenspace.

In accordance with Kansas statutes, the City's financial advisor, Columbia Capital, will hold a competitive sale on November 9, 2023, which will be after packet publication. The results of the sale will be provided at the Council meeting that evening.

Resolution No. 11-09-23A contains the specifics for the bonds including the amount of the bonds, the interest rate, the maturity date, repayment provisions, etc. Approval of Resolution No. 11-09-23A is the final step in the issuance process for the Series 2023A General Obligation Bonds. If approved, the closing date for the bonds would be November 28, 2023.

The City Attorney has reviewed and approved this resolution

Related Ordinance(s) or Statue(s): Ordinance No. 2150, Resolution No. 09-28-23C

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval: 
Karen Kindle, Finance Director

Recommendation: Approve Resolution No. 11-09-23A Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Bonds, Series 2023a, Of The City Of Edgerton, Kansas, Previously Authorized By Ordinance No. 2150.

Enclosed: Resolution No. 11-09-23A

Prepared by: Karen Kindle, Finance Director

RESOLUTION NO. 11-09-23A

OF

THE CITY OF EDGERTON, KANSAS

ADOPTED

NOVEMBER 9, 2023

**GENERAL OBLIGATION BONDS
SERIES 2023A**

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RESOLUTION NO. 11-09-23A

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2023A, OF THE CITY OF EDGERTON, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 2150

WHEREAS, the Issuer has passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the City Council of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date, awarded the sale of such Bonds to the lowest bidder; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$[PRINCIPAL AMOUNT] to pay a portion of the costs of the Improvements.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 12-1736 *et seq.*, as amended by Charter Ordinance No. 25 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

“**Authorized Denomination**” means \$5,000 or any integral multiples thereof.

“**BAM**” means Build America Mutual Assurance Company, a New York domiciled mutual insurance corporation, or any successor thereto.

“**Beneficial Owner**” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Bond Insurance Policy” means the municipal bond insurance policy issued by the Bond Insurer concurrently with the delivery of the Bonds guaranteeing the scheduled payment when due of the principal of and interest on the Bonds.

“Bond Insurer” means BAM with respect to the Bonds.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the State Treasurer, and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” or “Bond” means the General Obligation Bonds, Series 2023A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“City” means the City of Edgerton, Kansas.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Dated Date” means November 28, 2023.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2023A created within the Bond and Interest Fund pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) evidences of ownership of proportionate interests in future interest and principal payments on United States Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying United States Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated; or

(c) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody’s or Standard & Poor’s that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking dated as of the Issue Date relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Issuer’s Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in *Section 501* hereof.

“Governing Body” means the City Council of the Issuer.

“Improvement Fund” means the Improvement Fund for General Obligation Bonds, Series 2023A created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to the Ordinance.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be February 1 and August 1 of each year, commencing February 1, 2024.

“Issue Date” means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City of Edgerton, Kansas and any successors or assigns.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with notice to the Bond Insurer.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

City of Edgerton, Kansas
Attn: City Clerk
404 E. Nelson St.
PO Box 255
Edgerton, Kansas 66021
Email: aclower@edgertonks.org

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Email: fiscal@treasurer.ks.gov

(c) To the Purchaser:

[PURCHASER NAME]
[PURCHASER ADDRESS]

(d) To the Rating Agency:

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

- (e) To the Bond Insurer:

Build America Mutual Assurance Company
200 Liberty Street, 27th Floor
New York, New York 10281
Attn: Surveillance, Re: Policy No. [_____]
Email: notices@buildamerica.com

With a copy to:

Build America Mutual Assurance Company
200 Liberty Street, 27th Floor
New York, New York 10281
Attn: General Counsel, Re: Policy No. [_____]
Email: claims@buildamerica.com

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.
- (e) With respect to the Bond Insurer, Attn: Surveillance – Re: Policy No. [_____] with a copy to Attn: General Counsel – Re: Policy No. [_____] (marked as “URGENT MATERIAL ENCLOSED” if the notice refers to an event of default or a claim on the Bond Insurance Policy).

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

“Ordinance” means Ordinance No. [_____] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof;
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder; and
- (d) Bonds, the principal or interest of which has been paid by the Bond Insurer.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f); or (m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer, all as may be further restricted or modified by applicable state law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a [net] reoffering premium of \$[_____]][, less an underwriting discount of \$[_____]].

“Purchaser” means [Purchaser Name, City, State], the original purchaser of the Bonds, and any successor and assigns.

“Rating Agency” means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

“Rebate Fund” means the Rebate Fund for General Obligation Bonds, Series 2023A created pursuant to *Section 501* hereof.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Article II* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor’s” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor’s shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with notice to the Bond Insurer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

***[**“20__ Term Bonds”** means the Bonds scheduled to mature in the year 20__.

“20__ Term Bonds” means the Bonds scheduled to mature in the year 20__.]

“Term Bonds” means collectively the 20__ Term Bonds and the 20__ Term Bonds.] ***

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal

payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity <u>August 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>	Stated Maturity <u>August 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2026	\$	%	2040	\$	%
2027			2041		
2028			2042		
2029			2043		
2030			2044		
2031			2045		
2032			2046		
2033			2047		
2034			2048		
2035			2049		
2036			2050		
2037			2051		
2038			2052		
2039			2053		

***[TERM BONDS

Stated Maturity <u>August 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
20__	\$[_____	_____%
20__	_____	_____]***

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date

to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar, and shall appoint a successor Paying Agent at the request of the Bond Insurer, meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor acceptable to the Bond Insurer has been appointed and has accepted the duties of Paying Agent or Bond Registrar. Each successor Paying Agent shall be approved in writing by the Bond Insurer before the appointment of such successor Paying Agent shall become effective.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special

Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Bond Insurer or the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of

any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and

the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Clerk of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on August 1 in the years 2032, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on August 1, 2031, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

*****[Mandatory Redemption.** (a) 20[] Term Bonds. The 20[] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 20[] Term Bonds:

**Principal
Amount**
\$

Year
*

*Final Maturity

(b) 20[] Term Bonds. The 20[] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 20[] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	*

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]***

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the

unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. ***[The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]***

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar, the Bond Insurer and the State Treasurer. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository

or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of

the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Improvement Fund for General Obligation Bonds, Series 2023A;
- (b) Debt Service Account for General Obligation Bonds, Series 2023A (within the Bond and Interest Fund); and
- (c) Rebate Fund for General Obligation Bonds, Series 2023A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the Governing Body; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this *Article V*.

Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, at the discretion of the Issuer, be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 604. Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Bonds.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Article III* hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution. The Issuer shall notify the Bond Insurer of any defeasance under this Section.

Notwithstanding anything in this Bond Resolution to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations,

published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

PROVISIONS RELATING TO THE BOND INSURANCE POLICY

Section 901. Payment Procedure Pursuant to Bond Insurance Policy. As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) In the event that principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

(b) In the event that on the second (2nd) business day prior to the payment date on the Bonds, the Paying Agent has not received sufficient moneys to pay all principal of and interest on the Bonds due on the second (2nd) following business day, the Paying Agent shall immediately notify the Bond Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency.

(c) If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify the Bond Insurer or its designee.

(d) In addition, if the Paying Agent has notice that any Bondholder has been required to disgorge payments of principal of or interest on the Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Bondholder within the meaning of any applicable bankruptcy law, then the Paying Agent shall notify the Bond Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Bond Insurer.

(e) The Paying Agent shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Bonds as follows:

(1) If there is a deficiency in amounts required to pay interest and/or principal on the Bonds, the Paying Agent or Trustee shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holders of the Bonds in any legal proceeding related to the payment of and an assignment to the Bond Insurer of the claims for interest on the Bonds, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy

payment from the Bond Insurer with respect to the claims for interest so assigned, and (iii) disburse the same to such respective holders; and

(2) If there is a deficiency in amounts required to pay principal of the Bonds, the Paying Agent shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holder of the Bonds in any legal proceeding related to the payment of such principal and an assignment to the Bond Insurer of the Bond surrendered to the Bond Insurer (but such assignment shall be delivered only if payment from the Bond Insurer is received), (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from the Bond Insurer, and (iii) disburse the same to such holders.

(f) Payments with respect to claims for interest on and principal of Bonds disbursed by the Paying Agent from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Issuer with respect to such Bonds, and the Bond Insurer shall become the owner of such unpaid Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraph (e) or otherwise.

(g) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent shall agree for the benefit of the Bond Insurer that:

(1) They recognize that to the extent the Bond Insurer makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent), on account of principal of or interest on the Bonds, the Bond Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the transaction documents and the Bonds; and

(2) They will accordingly pay to the Bond Insurer the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Bonds, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Bonds to holders, and will otherwise treat the Bond Insurer as the owner of such rights to the amount of such principal and interest.

Section 902. Notices to the Bond Insurer.

(a) While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to the Bond Insurer:

(1) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer;

(2) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Bonds;

(3) Copies of any filings or notices required to be given by the Issuer pursuant to the Disclosure Undertaking;

(4) Notice of an Event of Default within five business days after the occurrence of such event; and

(5) Such additional information as the Bond Insurer may reasonably request.

(b) The Issuer shall notify the Bond Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

(c) Notwithstanding any other provision of this Bond Resolution, the Issuer shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

Section 903. Suspension of Bond Insurer's Rights. Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.

ARTICLE X

CONTINUING DISCLOSURE REQUIREMENTS

Section 1001. Disclosure Requirements. The Mayor and Clerk are hereby authorized and directed to execute the Disclosure Undertaking in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1002. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an

Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Bond Insurer. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1102. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Bond Insurer and the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by the Bond Insurer and such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Bond Insurer and the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners. Copies of any amendments which are consented to by the Bond Insurer shall be provided to Standard & Poor's.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Bond Insurer and the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, shall be delivered to the Bond Insurer and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of

preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Bond Insurer and the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1103. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1104. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly delivered by prepaid overnight delivery service or mailed by registered or certified mail, postage prepaid; or (b) communicated via electronic mail, with confirmation of receipt by delivery receipt, read receipt or otherwise. Copies of such notices shall also be given to the Paying Agent and the Bond Insurer. The Issuer, the Paying Agent, the Bond Insurer and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) delivery service or mail as aforesaid shall be deemed duly given as of the date they are so provided to the delivery service or mailed, respectively; (b) electronic mail as

aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1105. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1106. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1107. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1108. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1109. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the Governing Body on November 9, 2023.

(SEAL)

Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED AS TO FORM:

Gilmore & Bell, P.C., Bond Counsel

EXHIBIT A
(FORM OF BONDS)

REGISTERED
NUMBER __

REGISTERED
\$

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF EDGERTON
GENERAL OBLIGATION BOND
SERIES 2023A

Interest	Maturity	Dated	CUSIP:
Rate: _____%	Date: August 1, 20____	Date: November 28, 2023	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Edgerton, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 of each year, commencing February 1, 2024 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on

the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Bonds, Series 2023A,” aggregating the principal amount of \$[PRINCIPAL AMOUNT] (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 12-1736 *et seq.*, as amended by Charter Ordinance No. 25 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by

participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF EDGERTON, KANSAS

[(Facsimile Seal)]

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2023A, of the City of Edgerton, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By: _____

Registration Number: _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, Clerk of the City of Edgerton, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of November 28, 2023.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN C. JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.

Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)

STATEMENT OF INSURANCE

Build America Mutual Assurance Company (“BAM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to the Treasurer of the State of Kansas, Topeka, Kansas, or its successor, as paying agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Bond Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Bond Resolution, at law or in equity.

City Council Action Item

Council Meeting Date: November 9, 2023

Department: Administration

Agenda Item: Consider Adoption of the 2024-2028 CIP

Background/Description of Item:

The Governing Body reviewed projects and funding recommendations from staff at the October 26, 2023, CIP Work Session. Council provided direction to fund one new project 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 project.

The new funded project is:

Project	Funded Amount
Technical Specifications	\$45,000

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, timing 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 2024-2028 CIP Funded Projects List

Finance Director Approval: 
Karen Kindle, Finance Director

Recommendation: Adopt the 2024-2028 CIP.

Enclosed: 2024-2028 Schedule of Funded Projects

Funding Sources Forecast for the 2024-2028 CIP
Individual Project Sheets for Funded Projects

Prepared by:

Karen Kindle * Finance Director



2024-2028
CIP

2024-2028 CIP FUNDED PROJECTS



Citywide Projects

	Project Name	2024-2028 CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
1	Unified Development Code Update	\$ 110,000	Design	25%	25%	Dec-17	TBD	Discontinued use of outside consultant in early 2019. Project to be completed by City Staff. Chapters 4, 7, 10, 12 and 16 have been approved by Council. Project will progress again once the Comprehensive Plan is completed.
2	The Greenspace	\$ 8,704,950	Construction	50%	40%	Apr-19	Feb-25	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	Design	10%	10%	Sep-23	TBD	The work of this project will be done in conjunction with The Greenspace Project. Architect on board. Study started Summer of 2023.
4	Comprehensive Plan Update	\$ 150,000	Design	70%	70%	Nov-21	Dec-23	Contract with Confluence, Inc., approved by Council on 4/14/2022. Community meetings and Steering Committee meetings are complete. Joint Planning Commission and City Council Workshop scheduled for 10/04/2023. Draft documents have been provided to staff and are nearing completion of review.
5	Glendell Acres Park Renovation	\$ 740,867	Design	60%	60%	Nov-19	TBD (depends on availability of materials)	Project going to bid Fall/Winter of 2023 with Construction to follow. Council has discussed allocating \$200,000 in additional funding, but has not yet given formal approval. A budget adjustment request will be brought to a future Council meeting for consideration at the same time as the constructin bid award.
6	Manor Park Monument Sign	incl in Glendell Acres Park Project	Design	50%	50%	Nov-19	TBD (depends on availability of materials)	To be done as part of Glendell Acres Park Renovation project. Cost to come out of that project.
7	ERP Software Acquisition	\$ 275,000	Design	75%	75%	Jan-20	Dec-24	Contract with Tyler Technologies approved at the 11/18/2021 Council Meeting. Implemenation of Utility Billing, Core Financials and Municipal Court are complete. Implementation is currently in process for Community Development modules and interfaces with AIMS data and Neptune meter data.
8	IBC/IRC Code Update	\$ 27,300	Design	50%	50%	Dec-21	Dec-23	Updating ICC Suite (Building Code) from 2006 version to 2018 version. Two work sessions have been held in 2023 and two more are upcoming in Fall 2023. Adoption estimated by year end 2023.
9	191st Street Bifurcation	\$ 115,000	Design	70%	30%	Oct-21	TBD	Safety study has been completed. Early portion of design completed. Next steps dependent on KDOT project at Gardner Rd and I-35

**2024-2028 CIP
FUNDED PROJECTS**

10	Martin Creek Park South Side Fence	\$ 10,000	Concept	0%	0%	Oct-23	May-24	mid 2023, Council direction to install fence along South property line of Martin Creek Park
11	Technical Specifications	\$ 45,000	Concept	0%	0%	Nov-23	Dec-25	Consensus to fund this project at the 10/26/2023 CIP Work Session.
12	2nd St Reconstruction	\$ 4,762,496	Design	30%	30%	Jan-22	Dec-24	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.
13	2023 Street Preservation Program	\$ 187,815	Construction	75%	50%	Jan-23	Dec-23	Street maintenance program presentation at the 10/8/2020 City Council meeting. Scope and project budget revised 05/25/2023. Chip Seal portion completed Aug 23
14	City Facility Security Exploration	\$ 10,000	Concept	0%	0%	Sep-23	Dec-23	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.
15	Edgerton Lake Park/Dam Exploration	\$ 75,000	Design	10%	5%	Aug-23	Dec-24	Develop a plan for renovating Edgerton Lake Park, including any work needed to be done to the dam. To include grant funding options. Design teams submitted and anticipated selection during Fall of 2023.
16	Trail Master Plan	\$ 50,000	Design	10%	5%	Sep-23	Sep-24	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, with scoping to be finalized Fall of 2023.
17	Lead and Copper Rule Revision Inventory	\$ 84,255	Design	10%	5%	Jan-23	Oct-24	Staff is monitoring information from KDHE and working on the application for the State Revolving Fund Grant and Loan. This work is federally mandated.
18	2023 CDBG Project	\$ 314,264	Construction	60%	50%	Nov-22	Dec-23	CDBG Grant application process completed. Bids opened 09/06/2023, and construction anticipated to start Fall of 2023.
19	2024 Street Preservation Program	\$ 148,270	Concept	0%	0%	Jan-24	Dec-24	Street maintenance program presentation at the 10/8/2020 City Council meeting.
20	2024 CDBG Project	\$ 145,012	Concept	5%	10%	Jan-24	Dec-24	CDBG Grant application process completed. Notification to City Staff indicated \$91,511.63 to be awarded.
21	Martin Creek Park Exploration	\$ 125,000	Concept	0%	0%	Jan-25	Dec-25	Develop a plan for renovating Martin Creek Park.
22	2025 Street Preservation Program	\$ 148,270	Concept	0%	0%	Jan-25	Dec-25	Street maintenance program presentation at the 10/8/2020 City Council meeting.
23	2025 CDBG Project	TBD	Concept	0%	0%	Nov-24	Dec-25	Staff will review application materials when they become available. Possible revisions expected with new (2023) guidance from Johnson County. JoCo no longer desiring 2 years of funding. Staff reviewing other options to participate at a State level.
24	2026 Street Preservation Program	\$ 148,270	Concept	0%	0%	Jan-26	Dec-26	Street maintenance program presentation at the 10/8/2020 City Council meeting.
25	2027 Street Preservation Program	\$ 148,270	Concept	0%	0%	Jan-27	Dec-27	Street maintenance program presentation at the 10/8/2020 City Council meeting.
26	2027 CDBG Project	TBD	Concept	0%	0%	Nov-26	Dec-27	Staff will review application materials when they become available. See 2025 CDBG Project status

2024-2028 CIP
FUNDED PROJECTS

27	2028 Street Preservation Program	\$ 148,270	Concept	0%	0%	Nov-27	Dec-28	Street maintenance program presentation at the 10/8/2020 City Council meeting.
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Homestead Ln TIF

Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
None.							

LPKC Phase 1

Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
None.							

LPKC Phase 2

Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
None.							

Dwyer Farm RHID

Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
28 Dwyer Farm Sewer Main Extension	\$ 5,000,000	Design	40%	30%	Jun-23	May-25	Development agreement approved by Council on 9/22/2022. SRF loan applied for Oct. 2023
29 8th Street/Edgerton Road (Incl Bridge)	\$ 2,345,000	Concept	0%	0%	TBD	TBD	Development agreement approved by Council on 9/22/2022.
30 Braun Street/207th Street	\$ 4,625,000	Concept	0%	0%	TBD	TBD	Development agreement approved by Council on 9/22/2022.
31 Dwyer Farm Waterline Improvements	\$ 620,300	Concept	10%	10%	Jun-23	TBD	Development agreement approved by Council on 9/22/2022.

2024-2028 CIP Funding Sources



	Available Balance 12/31/2022	2023	2024	2025	2026	2027	2028	Total						
General Fund	The money available for this funding source comes from the estimated fund balance in excess of the reserve requirement. The City's policy requires the reserve amount to be 17% - 25% of budgeted revenues. The amounts listed here are the funds in excess of 25% of budgeted revenues. Funds in excess of the reserve requirement can be used for one-time expenditures. This funding source should not be used for recurring items as there isn't any guarantee that there will be fund balance in excess of the reserve requirement each year.													
Forecast	\$	74,752	\$	-	\$	-	\$	-	\$	74,752				
Committed in CIP		74,752		-		-		-		74,752				
Available Amount	\$	-	\$	-	\$	-	\$	-	\$	-				
Special Highway Fund	This fund receives the gas tax, and according to state statute the money can only be used on roads.													
Forecast	\$	7,121	\$	50,942	\$	48,270	\$	48,270	\$	48,270	\$	299,413		
Committed in CIP			58,063		48,270		48,270		48,270		48,270	299,413		
Available Amount	\$	7,121	\$	-	\$	-	\$	-	\$	-	\$	-		
Special Park & Rec Fund	This fund receives 1/2 of the alcohol tax, and according to state statute can only be spent on parks.													
Forecast	\$	46,415	\$	8,500	\$	8,500	\$	8,500	\$	8,500	\$	97,415		
Committed in CIP			-		-		-		-		-	-		
Available Amount	\$	46,415	\$	54,915	\$	63,415	\$	71,915	\$	80,415	\$	88,915	\$	97,415
Street Excise Tax	This funding source comes from the excise tax charged when platting land outside of LPKC. Use of this funding source is limited to street/road projects.													
Forecast	\$	238,412	\$	-	\$	-	\$	-	\$	-	\$	238,412		
Committed in CIP			-		-		-		-		-	-		
Available Amount	\$	238,412	\$	238,412	\$	238,412	\$	238,412	\$	238,412	\$	238,412		
Park Impact Fee	This funding source comes from the park impact fee charged when a building/home is being constructed. Use of this funding source is limited to park projects. This is a one-time source of funding.													
Forecast	\$	305,686	\$	80,481	\$	-	\$	-	\$	-	\$	386,167		
Committed in CIP			75,000		-		-		-		-	75,000		
Available Amount	\$	305,686	\$	311,167	\$	311,167	\$	311,167	\$	311,167	\$	311,167		

**Note: Council has discussed dedicating up to \$200,000 in additional funding for the Glendell Acres project from this source.*

2024-2028 CIP Funding Sources



	Available Balance 12/31/2022	2023	2024	2025	2026	2027	2028	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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ 108,488	\$ 91,512		\$ -		\$ -		\$ 200,000
Committed in CIP	108,488	91,512		-	-	-	-	200,000
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	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000
Committed in CIP		100,000	100,000	100,000	100,000	100,000	100,000	600,000
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2024-2028 CIP Funding Sources



	Available Balance 12/31/2022	2023	2024	2025	2026	2027	2028	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	\$ 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	\$ 77,015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,015
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 77,015	\$ 77,015	\$ 77,015	\$ 77,015	\$ 77,015	\$ 77,015	\$ 77,015	\$ 77,015
Water Fund	<i>This is the fund balance in excess of reserve requirements.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,772
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772
Sewer Fund	<i>This is the fund balance in excess of reserve requirements.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ 540,374	\$ 35,959	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 576,333
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 540,374	\$ 576,333	\$ 576,333	\$ 576,333	\$ 576,333	\$ 576,333	\$ 576,333	\$ 576,333

2024-2028 CIP Funding Sources

	Available Balance 12/31/2022	2023	2024	2025	2026	2027	2028	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	\$ -	\$ 8,704,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,704,950
Committed in CIP		8,704,950	-	-	-	-	-	8,704,950
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	\$ -	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Committed in CIP		55,000	-	-	-	-	-	55,000
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2024-2028 CIP Funding Sources



	Available Balance													
	12/31/2022		2023	2024	2025	2026	2027	2028	Total					
Other	This represents funding sources not otherwise categorized.													
Forecast	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Committed in CIP				-		-		-		-		-		-
Available Amount	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
American Rescue Plan Act (ARPA) Grant	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.													
Forecast	\$	29,255	\$	-	\$	-	\$	-	\$	-	\$	-	\$	29,255
Committed in CIP				29,255		-		-		-		-		29,255
Available Amount	\$	29,255	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
RHID														
Forecast	\$	-	\$	-	\$	5,620,300	\$	-	\$	-	\$	-	\$	5,620,300
Committed in CIP				-		5,620,300		-		-		-		5,620,300
Available Amount	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

City of Edgerton Project Cost Sheet

Project Number:	8044
Dept:	Community Development
Citizen Survey:	N/A
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Design
Project Manager:	Beth Linn

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-TBD
Year of Construction n/a

Year of Completion TBD

Inflation Factor:

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Project Cost	Todays \$	2018	2019	2020	2021	2022	2023
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	84,824	21,716	23,109	-	-	-	39,999
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,176	102	-	444	-	-	4,630
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	20,000	-	3,674	88	88	-	16,150
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 110,000	\$ 21,818	\$ 26,783	\$ 532	\$ 88	\$ -	\$ 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:	8070
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
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Project Description:	<p>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.</p> <p>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.</p>
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Operations Impact:	<p>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.</p>
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Additional Staff: Holly Robertson

Outside Funding Available?

Notes:

Year of Design	2021-2022
Year of Construction	2023-2025
Year of Completion	2025

Inflation Factor:						
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Project Cost	Today's \$	2020 and prior	2021	2022	2023	2024	2025
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	732,693	612	-	549,061	183,020	-	-
Construction	7,565,549	-	756,555	3,404,497	3,404,497	-	-
Construction Inspection	236,558	111	4,200	-	174,185	58,062	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	22,300	-	-	10,000	12,300	-	-
Land Acquisition/ROW/Easements	36,100	5,000	31,100	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	111,750	2	-	250	111,000	498	-
Transfer to 414 Upfit Project	(20,639)	-	-	(20,639)	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 8,684,311	\$ 5,725	\$ 791,855	\$ 3,943,169	\$ 3,885,002	\$ 58,560	\$ -

Project Financing							
GO Bonds	\$ 8,704,950	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ 3,704,950
Transfer to 414 Upfit Project	\$ (20,639)	\$ -	\$ -	\$ -	\$ (20,639)	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 8,684,311	\$ -	\$ -	\$ -	\$ (20,639)	\$ 5,000,000	\$ 3,704,950

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:	2nd Street Reconstruction
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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.
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Operations Impact:	
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Additional Staff: Holly Robertson

Outside Funding Available?	Maybe
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Notes:	CARS ineligible and County elected to not participate
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Year of Design	2022
Year of Construction	2024

Year of Completion	2024
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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	544,520	-	30,000	514,520	-	-	-
Construction	3,300,000	-	-	-	3,300,000	-	-
Construction Inspection	396,000	-	-	-	396,000	-	-
City Engineer	132,000	-	-	66,000	66,000	-	-
Utility Relocation	60,000	-	-	-	60,000	-	-
Land Acquisition/ROW/Easements	132,000	-	-	132,000	-	-	-
Permits	2,500	-	-	-	2,500	-	-
Misc. (Legal, recording fees)	10,500	-	-	10,500	-	-	-
Contingency	184,976	-	-	-	184,976	-	-
Total Cost	\$ 4,762,496	\$ -	\$ 30,000	\$ 723,020	\$ 4,009,476	\$ -	\$ -

Project Financing							
PIF LPKC Phase 1	4,762,496	-	4,762,496	-	-	-	-
		-	-	-	-	-	-
Total Funding Sources	\$ 4,762,496	\$ -	\$ 4,762,496	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8052
Dept:	Facilities
Primary Citizen Survey:	5 - Facilities
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name:	Space Needs Study for City Hall
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Project Description:	City Hall has reached its capacity for housing staff. As the City continues to grow and mature, so will the needs for additional services and/or staff. A Space Needs Study would identify the future needs for services (for both the citizens and staff) and for housing of staff. This study would help provide the foundation to identify possible additional solutions to provide services/house staff in other facilities. It would also identify the needs for the renovation of City Hall and any challenges/limitations with regard to its status on the historic registry.
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Operations Impact:	
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Additional Staff: Holly Robertson
Beth Linn

Outside Funding Available?	No
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Notes:	
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Year of Design	2021-TBD
Year of Construction	TBD

Year of Completion	TBD
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Inflation Factor:						
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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:	8092	Funding Status:	Funded
Dept:	Community Development	Project Status:	Design
Primary Citizen Survey:	N/A	Project Manager:	Zach Moore
Secondary Citizen Survey:	N/A		

Project Name: Comprehensive Plan Update

Project Description: The updating of a comprehensive plan allows Edgerton citizens, elected and appointed officials, business owners and interested members of the public an opportunity to identify a vision for the future of Edgerton. The process identifies the elements of that shared vision, infrastructure and facilities needed to support that shared vision, the location and types of development desired in the future. One of the areas of concentration that was not completed during the last update was articulating the vision for downtown.

Operations Impact: The Comprehensive Plan is an integral part of how staff reviews rezonings, planning submissions and revisions to the Unified Development Code. An RFP will be outlined in the 3rd quarter of 2020 with the completion of the project occurring in 2022.

Additional Staff: Chris Clinton
Beth Linn

Outside Funding Available? No

Notes:

Year of Design 2021-2023
Year of Construction n/a
Year of Completion 2023

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026	
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	\$ -
Design	150,000	-	25,000	50,000	75,000	-	-	\$ 150,000
Construction	-	-	-	-	-	-	-	\$ -
Construction Inspection	-	-	-	-	-	-	-	\$ -
City Engineer	-	-	-	-	-	-	-	\$ -
Utility Relocation	-	-	-	-	-	-	-	\$ -
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-	\$ -
Permits	-	-	-	-	-	-	-	\$ -
Misc. (Legal, recording fees)	-	-	-	-	-	-	-	\$ -
Contingency	-	-	-	-	-	-	-	\$ -
Total Cost	\$ 150,000	\$ -	\$ 25,000	\$ 50,000	\$ 75,000	\$ -	\$ -	\$ 150,000

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

City of Edgerton Project Cost Sheet

Project Number:	8074	Funding Status:	Funded
Dept:	Parks	Project Status:	Design
Primary Citizen Survey:	2 - Parks	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Glendell Acres Park Renovation

Project Description: Design and renovate Glendell Acres Park with new equipment, a finished sidewalk system, re-purposed greenspaces, and landscaping.

Operations Impact: Updating this neighborhood park will lower safety hazards, increase attractiveness, and provide more enjoyable recreational activities for citizens.

Additional Staff: Trey Whitaker
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 TBD

Inflation Factor:

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Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	54,878	-	-	54,878	-	-	-
Construction	583,820	-	-	-	583,820	-	-
Construction Inspection	43,787	-	-	-	43,787	-	-
City Engineer	29,191	-	-	5,000	24,191	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	700	-	-	700	-	-	-
Contingency	28,491	-	-	-	28,491	-	-
Total Cost	\$ 740,867	\$ -	\$ -	\$ 60,578	\$ 680,289	\$ -	\$ -

Project Financing							
Park Impact Fee	740,867	740,867	-	-	-	-	-
Total Funding Sources	\$ 740,867	\$ 740,867	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Parks	Project Status:	Concept
Primary Citizen Survey:	2 - Parks	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

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.
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Operations Impact:	This will have minimal impact on day to day operations.
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Additional Staff: Trey Whitaker

Outside Funding Available? No

Notes: Cost to be included in Glendell Acres Park Renovation Project budget.

Year of Design	2022
Year of Construction	2023

Year of Completion	TBD
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Inflation Factor:					
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Project Cost	Today's \$	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

[illegible]

City of Edgerton Project Cost Sheet

Project Number:	8097
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 Beth Linn
Dan Merkh

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	275,000	-	-	-	49,888	210,113	15,000
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 275,000	\$ -	\$ -	\$ -	\$ 49,888	\$ 210,113	\$ 15,000

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:	8111
Dept:	Community Development
Primary Citizen Survey:	N/A
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Design
Project Manager:	Beth Linn

Project Name: IBC/IRC Code Update

Project Description: The City of Edgerton is currently on the 2006 I-Codes/Model Codes and the 2005 Electrical Code. The International Code Council updates building code every 3 years. Since the adoption of the 2006 version there have been 5 revisions/updates.

Operations Impact: The majority of the work would be done by the selected contractor. City staff would work as a liaison between the contractor and the Governing Body.

Additional Staff: Chris Clinton

Time: N/A

Outside Funding Available? No

Notes: Quote for service costs and timeline provided by GBA, the city's current contractor for building inspector and plans review services

Year of Design 2021-2022
Year of Construction n/a

Year of Completion 2023

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	27,300	27,300	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 27,300	\$ 27,300	\$ -	\$ -	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ 27,300	\$ 27,300	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	-	-	-	-	-	-	-
PIF Maintenance Fee	-	-	-	-	-	-	-
Economic Development Fund	-	-	-	-	-	-	-
Non-LPKC Origination Fees	-	-	-	-	-	-	-
GO Bonds	-	-	-	-	-	-	-
Temp Notes	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 27,300	\$ 27,300	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8110
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
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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.
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Operations Impact:	
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Additional Staff: Beth Linn

Time: N/A

Outside Funding Available?	Unknown
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Notes:	
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Year of Design	2021-2022
Year of Construction	TBD

Year of Completion	TBD
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Project Cost	Todays \$	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:	PRK0004-23
Dept:	Parks
Primary Citizen Survey:	2 - Parks
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Trey Whitaker

Project Name: Martin Creek Park South Side Fence

Project Description: Add permanent fencing to the southern border of Martin Creek Park simliar to the split rail fencing added in other areas of the park in recent years.

Operations Impact: None.

Additional Staff:

Time: N/A

Outside Funding Available? No

Notes: Project added as part of the adoption of the 2024 Budget.

Year of Design 2023
Year of Construction 2023-2024

Year of Completion 2024

Inflation Factor:

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Project Cost	Todays \$	2023	2024	2025	2026	2027	2028
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Study/Planning	-	-	-	-	-	-	-
Construction	10,000	5,000	5,000	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 10,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -

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:

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:
Dept:
Primary Citizen Survey:
Secondary Citizen Survey:

Funding Status:
Project Status:
Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Holly Robertson

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	544,520	-	30,000	514,520	-	-	-
Construction	3,300,000	-	-	-	3,300,000	-	-
Construction Inspection	396,000	-	-	-	396,000	-	-
City Engineer	132,000	-	-	66,000	66,000	-	-
Utility Relocation	60,000	-	-	-	60,000	-	-
Land Acquisition/ROW/Easements	132,000	-	-	132,000	-	-	-
Permits	2,500	-	-	-	2,500	-	-
Misc. (Legal, recording fees)	10,500	-	-	10,500	-	-	-
Contingency	184,976	-	-	-	184,976	-	-
Total Cost	\$ 4,762,496	\$ -	\$ 30,000	\$ 723,020	\$ 4,009,476	\$ -	\$ -

Project Financing							
PIF LPKC Phase 1	4,762,496	-	4,762,496	-	-	-	-
		-	-	-	-	-	-
Total Funding Sources	\$ 4,762,496	\$ -	\$ 4,762,496	\$ -	\$ -	\$ -	\$ -

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

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	187,815	-	187,815	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 187,815	\$ -	\$ 187,815	\$ -	\$ -	\$ -	\$ -

Project Financing							
General Fund	29,752	-	29,752	-	-	-	-
Special Highway Fund	58,063	-	-	-	-	-	-
PIF Maintenance Fee	100,000	-	100,000	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 187,815	\$ -	\$ 129,752	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Facilities	Project Status:	Concept
Primary Citizen Survey:	5 - Facilities	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

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	2023	
Year of Construction	n/a	Year of Completion 2023

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	10,000	-	2,000	8,000	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 10,000	\$ -	\$ 2,000	\$ 8,000	\$ -	\$ -	\$ -

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:

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 \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	72,000	-	-	72,000	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	3,000	-	-	3,000	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Impact Fee	75,000	-	-	75,000	-	-	-
Economic Development Fund	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -

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: Zach Moore

Time: N/A

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	48,000	-	-	48,000	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	2,000	-	-	2,000	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -

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	Funding Status:	Funded
Dept:	Water	Project Status:	Concept
Primary Citizen Survey:	N/A	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Lead and Copper Rule Revision Inventory

Project Description: The LCCR requires a service line inventory on both the utility and customer side of the service line. The inventory material will then be identified as "needs replaced" or satisfactory to remain per the Environmental Protection Agency and Federal Register's requirements.

Operations Impact:

Additional Staff: Holly Robertson

Time: N/A

Outside Funding Available? Yes

Notes: Can apply for Public Water Supply State Revolving Loan Fund (PWSRLF) Loan or Grant

Year of Design 2023
Year of Construction 2023

Year of Completion 2023

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	84,255	-	84,255	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 84,255	\$ -	\$ 84,255	\$ -	\$ -	\$ -	\$ -

Project Financing							
ARPA Grant	\$ 29,255	\$ -	\$ 29,255	\$ -	\$ -	\$ -	\$ -
State Revolving Loan Fund	\$ 55,000		\$ 55,000				
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 84,255	\$ -	\$ 84,255	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Sewer	Project Status:	Construction
Primary Citizen Survey:	6 - Sewer	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: 2023 CDBG Project

Project Description: Replace approximately 1200 linear feet of clay tile sanitary sewer line, using the estimate cost for Pipe Bursting as provided by David Hamby, City Engineer. Project will Start on West 7th Street, moving south to the line that runs just north of W Nelson St and heading east until it reaches the west end of Edgerton Elementary, where the line will then run North up to connect to the line that runs behind Edgerton Elementary. Staff will replace as much linear feet as is allowed by budget and look into appropriate replacement method and line size during design.

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: Mike Mabrey
Holly Robertson

Outside Funding Available? Yes

Notes: The City plans to apply for CDBG funds, which would require matching funds from the City. Estimated cost at \$260 per linear foot at 1200 linear feet, per David Hamby recommendation for Pipe Bursting method.

Year of Design 2022
Year of Construction 2023
Year of Completion 2023

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	55,000	-	55,000	-	-	-	-
Construction	191,764	-	191,764	-	-	-	-
Construction Inspection	60,000	-	60,000	-	-	-	-
City Engineer	2,500	-	2,500	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	2,500	-	2,500	-	-	-	-
Contingency	2,500	-	2,500	-	-	-	-
Total Cost	\$ 314,264	\$ -	\$ 314,264	\$ -	\$ -	\$ -	\$ -

Project Financing	2022	2023	2024	2025	2026	2027
Grants	108,488	-	108,488	-	-	-
Sewer Fund	205,776	-	205,776	-	-	-
Total Funding Sources	\$ 314,264	\$ -	\$ 314,264	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:		Funding Status:	Funded
Dept:	Public Works	Project Status:	Concept
Primary Citizen Survey:	1 - Streets	Project Manager:	Dan Merkh
Secondary Citizen Survey:			

Project Name: 2024 Street Preservation Program

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

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	148,270	-	-	148,270	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 148,270	\$ -	\$ -	\$ 148,270	\$ -	\$ -	\$ -

Project Financing							
Special Highway Fund	48,270	-	-	48,270	-	-	-
PIF Maintenance Fee	100,000	-	-	100,000	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 148,270	\$ -	\$ -	\$ 148,270	\$ -	\$ -	\$ -

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:

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:

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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

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:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker

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	148,270	-	-	-	148,270	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 148,270	\$ -	\$ -	\$ -	\$ 148,270	\$ -	\$ -

Project Financing							
Special Highway Fund	48,270	-	-	-	48,270	-	-
PIF Maintenance Fee	100,000	-	-	-	100,000	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 148,270	\$ -	\$ -	\$ -	\$ 148,270	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Sewer	Project Status:	Concept
Primary Citizen Survey:	6 - Sewer	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: 2025 CDBG Project

Project Description: The 2025 CDBG Project will be a continuation on the 2023 CDBG Project. We will expend all 2023 Funds and pending where that gets us we will start this project where the 2023 project ends. 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: Scope and funding TBD. The City plans to apply for CDBG funds, which would require matching funds from the City. Estimated cost at \$260 per linear foot at 1200 linear feet, per David Hamby recommendation for Pipe Bursting method.

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	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

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	148,270	-	-	-	-	148,270	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 148,270	\$ -	\$ -	\$ -	\$ -	\$ 148,270	\$ -

Project Financing							
Special Highway Fund	48,270	-	-	-	-	48,270	-
PIF Maintenance Fee	100,000	-	-	-	-	100,000	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 148,270	\$ -	\$ -	\$ -	\$ -	\$ 148,270	\$ -

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Sewer	Project Status:	Concept
Primary Citizen Survey:	6 - Sewer	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name:	2027 CDBG Project
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Project Description:	The 2027 CDBG Project will be a continuation on the 2023 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.
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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.
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Additional Staff: Holly Robertson
Mike Mabrey

Outside Funding Available?

Notes:	Scoped and funding TBD. The City plans to apply for CDBG funds, which would require matching funds from the City. Estimated cost at \$260 per linear foot at 1200 linear feet, per David Hamby recommendation for Pipe Bursting method.
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Year of Design	2026		
Year of Construction	2027	Year of Completion	2027

Inflation Factor:						
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[illegible]

Project Financing

[illegible]

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Sewer	Project Status:	Concept
Primary Citizen Survey:	6 - Sewer	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Dwyer Farms Sewer Main Extension

Project Description: 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.

Operations Impact:

Additional Staff: Holly Robertson

Time: N/A

Outside Funding Available? Yes

Notes: Utilize RHID

Year of Design 2023
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	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:		Funding Status:	Funded
Dept:	Public Works	Project Status:	Concept
Primary Citizen Survey:	1 - Streets	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: 8th Street/Edgerton Road Improvements (Incl Bridge)

Project Description: Today this section of W 8th Street is a two lane gravel roadway with open ditch section that serves Edgerton and surrounding community. This roadway connects south along new residential developement for Dwyer Farms. For W 8th Street this construction project will replace the existing gravel roadway with paved surface, additionally this project will include all other supporting infrastructure, enclosed storm-water, including a bridge/culvert at the creek crossing, etc.

Operations Impact:

Additional Staff:

Time: N/A

Outside Funding Available? Yes

Notes: Utilize RHID, project is also a CARS eligible route

Year of Design	TBD	Year of Completion	TBD
Year of Construction	TBD		

Inflation Factor:

Project Cost	Todays \$	2023	2024	2025	2026	2027	2028
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	180,000	-	180,000	-	-	-	-
Construction	1,500,000	-	1,500,000	-	-	-	-
Construction Inspection	180,000	-	180,000	-	-	-	-
City Engineer	60,000	-	60,000	-	-	-	-
Utility Relocation	50,000	-	50,000	-	-	-	-
Land Acquisition/ROW/Easements	60,000	-	60,000	-	-	-	-
Permits	5,000	-	5,000	-	-	-	-
Misc. (Legal, recording fees)	10,000	-	10,000	-	-	-	-
Contingency	300,000	-	300,000	-	-	-	-
Total Cost	\$ 2,345,000	\$ -	\$ 2,345,000	\$ -	\$ -	\$ -	\$ -

Project Financing							
RHID	\$ 2,345,000	\$ -	\$ 2,345,000	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 2,345,000	\$ -	\$ 2,345,000	\$ -	\$ -	\$ -	\$ -

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:

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)	-	-	-	-	-	-	-
Design	360,000	-	360,000	-	-	-	-
Construction	3,000,000	-	3,000,000	-	-	-	-
Construction Inspection	360,000	-	360,000	-	-	-	-
City Engineer	120,000	-	120,000	-	-	-	-
Utility Relocation	50,000	-	50,000	-	-	-	-
Land Acquisition/ROW/Easements	120,000	-	120,000	-	-	-	-
Permits	5,000	-	5,000	-	-	-	-
Misc. (Legal, recording fees)	10,000	-	10,000	-	-	-	-
Contingency	600,000	-	600,000	-	-	-	-
Total Cost	\$ 4,625,000	\$ -	\$ 4,625,000	\$ -	\$ -	\$ -	\$ -

Project Financing							
RHID	\$ 4,625,000	\$ -	\$ 4,625,000	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 4,625,000	\$ -	\$ 4,625,000	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Dwy

Project Number:	
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 Waterline Improvements

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

Operations Impact:

Additional Staff:

Time: N/A

Outside Funding Available? Yes

Notes: Utilize RHID

Year of Design 2023
Year of Construction

Year of Completion

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	46,800	-	46,800	-	-	-	-
Construction	390,000	-	390,000	-	-	-	-
Construction Inspection	46,800	-	46,800	-	-	-	-
City Engineer	15,600	-	15,600	-	-	-	-
Utility Relocation	20,000	-	20,000	-	-	-	-
Land Acquisition/ROW/Easements	15,600	-	15,600	-	-	-	-
Permits	2,500	-	2,500	-	-	-	-
Misc. (Legal, recording fees)	5,000	-	5,000	-	-	-	-
Contingency	78,000	-	78,000	-	-	-	-
Total Cost	\$ 620,300	\$ -	\$ 620,300	\$ -	\$ -	\$ -	\$ -

Project Financing							
RHID	\$ 620,300	\$ -	\$ 620,300	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 620,300	\$ -	\$ 620,300	\$ -	\$ -	\$ -	\$ -

City Council Action Item

Council Meeting Date: November 9, 2023

Department: Public Works

Agenda Item: Consider Contract for Safety Oversight with RailPros for the 2nd Street Reconstruction Project.

Background/Description of Item:

On June 8, 2023, City Council approved the design contract with Renaissance Infrastructure Consulting, Inc. (RIC) for the 2nd Street Reconstruction Project.

In June of 2023, RIC contacted RailPros for Safety Oversight/Flagging services to perform the topographic survey of the BNSF Track along the 2nd Street Reconstruction Project. Defining the property lines and survey for the project is crucial for an accurate design of 2nd Street.

In July RIC obtained a railroad permit to access BNSF property and forwarded the information regarding Safety Oversight to City Staff to be billed directly to the City. City Staff then contacted RailPros for a quote to provide Roadway Worker In Charge (RWIC) Safety Oversight Services for the 2nd Street Project. RIC anticipates utilizing the RWIC for less than 3 standard working days without overtime for an estimated maximum not to exceed of \$3,645.

Standard Workday	Unit	Rate
Standard 8-hour day	Day	\$1,215.00
Overtime rate per hour after 8 hours	Hour	\$155.00
Nights, Weekends, and Holidays	Unit	Rate
Standard 8-hour day	Day	\$1,480.00
Overtime rate per hour after 8 hours	Hour	\$175.00

The Agreement is still pending review by City Attorney. City Staff recommends approval of this agreement pending City Attorney review.

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

Funding Source: PIF LPKC Phase I, Public Infrastructure Fund

Budget Allocated: \$4,762,495.67

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

Recommendation: Approve Contract for Safety Oversight with RailPros for the 2nd Street Reconstruction Project with a Not-to-Exceed Amount of \$3,645.

Enclosed: RailPros Quote for RWIC Services

Prepared by: Holly Robertson, PE, CIP Project Manager

10/13/2023

Dan Merkh
City of Edgerton
913-893-6231
dmerkh@edgertonks.org

Subject: **Quote for RWIC Services**

Dear Mr. Merkh,

Thank you for contacting RailPros to provide a Roadway Worker In Charge (RWIC) for the Name of project or type of work project in Edgerton, KS.

RailPros provides associates with extensive railroad experience, all qualified in GCOR, Maintenance-of-Way, and On-track safety. All RailPros RWICs are dedicated to safety on the jobsite.

RailPros charges a daily rate which includes an 8-hour on-site workday, mobilization, and Per Diem costs. Our services are billed for the RWICs time on site, to include any time setting up and taking down track protection, if applicable. Any time beyond the RWIC's 8 hours will be charged at an hourly overtime rate.

The rates for our services are as follows:

Standard Workday:	
Standard 8-hour day	\$1,215.00
Overtime rate per hour after 8 hours	\$155.00
Nights, Weekends, and Holidays:	
Standard 8-hour day	\$1,480.00
Overtime rate per hour after 8 hours	\$175.00

In the event of cancellation, if RailPros Management is given less than 24 hours' notice, it is considered a billable day. Cancellations must be made in writing to BNSF.Info@RailPros.com.

This quote is based on RailPros standard labor rates and does not take into any account prevailing wage requirements. If prevailing wages are applicable for this project, RailPros will re-quote based on the prevailing wage requirements.

Invoices are submitted upon completion of the job or at month's end. On-going jobs are billed on a monthly basis. Payments of invoices are due upon receipt. Invoices are subject to a 1.5% fee for every 30 days the payment is delinquent. Please contact RailPros at 877-315-0513 or BNSF.info@railpros.com for more information.

The quoted rates are valid for 30 days and is subject to the Services Agreement (SA).

RailPros (SOW) Scope of Work

RailPros agrees to provide flagging and other staff support services to client or its contractors (the "Services") at the dates, locations and times requested by client. The Services will be provided pursuant to the terms and conditions in the Agreement. RailPros will require employees and any subcontractors and agents involved in the providing such Services to comply with the applicable terms of this Agreement in providing such Services. RailPros warrants that (i) Services will be provided in a workmanlike manner, (ii) RailPros Personnel will have the requisite experience, skills, knowledge, training and education to perform Services in a professional manner and in accordance with this Agreement. The Services will be provided in compliance with all governmental laws, regulations, and rules, and in accordance with Maintenance of Way and Signal Department On-Track-Safety Roadway Worker Rules and the Company's Operating Rules. A Scope of Services/Service Quote shall be prepared for each site at which the Services are to be performed, and it shall become apart of this Agreement when authorized in writing by each party's authorized representative. The Scope of Services will set forth, at a minimum, the cost, location, dates, times and expected number of personnel required for each job site.

RailPros Field Services, Inc.**SERVICES AGREEMENT**

This Services Agreement ("Agreement") is entered into by and between RailPros Field Services, Inc. ("RailPros") and the entity or individual ("Customer") described in the Scope of Work/Customer Information Request. The SOW is expressly incorporated herein by reference for all purposes. The SOW also provides RailPros' charges for services requested. This Agreement shall become effective upon the earlier of the Customer's executing this agreement or RailPros' reasonably undertaking to perform services requested by the Customer (the "Effective Date").

WHEREAS Customer desires to retain RailPros to provide certain services described and set forth in further detail in the SOW (the "Services"); and

WHEREAS, RailPros has the capability and capacity to provide the Services and—subject to the terms and conditions set forth herein—is willing to perform such Services; and

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RailPros and Customer (hereinafter, collectively, the "Parties," or each, individually, a "Party") agree as follows:

1. RailPros shall provide Services to the Customer: (1) in accordance with the terms of this Agreement; (2) within any parameters set forth in the SOW; and (3) to the reasonable satisfaction of the Customer. In turn, the Customer shall pay RailPros for its services at the applicable daily rate(s) set forth in the SOW.
2. RailPros shall periodically provide Customer with invoices that set forth the value of the Services provided to Customer during a defined period of time (collectively, the "Invoices"; individually, an "Invoice"). Invoiced amounts are due and payable within thirty (30) days of the date included on an Invoice, and Customer shall remit payment to RailPros at 1320 Greenway Dr., Suite 490, Irving, Dallas County, TX 75038. In the event Customer fails to timely remit payment to RailPros as required in this Section 2, RailPros may elect to immediately cease providing Services to Customer—without providing any advance notice to Customer—until Customer remits payment for all amounts owed by Customer for Services. Customer expressly agrees and acknowledges that it shall neither assert nor seek to enforce any claim for damages or penalties arising from RailPros' ceasing performance under this Section 2. RailPros' right to cease providing Services based on nonpayment and/or untimely payment is independent of any right(s) set forth in Section 5 of this Agreement.
3. In the event that Customer contests any charge(s) included on an Invoice and/or asserts that any Services described in an Invoice were deficient, Customer shall submit a written complaint to RailPros (a "Complaint") within fifteen (15) business days of its receipt of the challenged Invoice. A Complaint must set forth (in detail): (1) the Services and/or Invoice entries that Customer is contesting; (2) the basis for Customer's Complaint; and (3) Customer's desired solution. Failure to timely submit a Complaint shall constitute a waiver of any grievances related to the subject Invoice and shall further be construed as an unequivocal agreement to pay all amounts described therein.
4. Customer may terminate this Contract, in whole or in part, at any time without cause, and without liability except for required payment for services rendered by providing at least twenty-four (24) hours written notice to RailPros. Failure to provide timely notice under this provision shall obligate Customer to pay RailPros for one (1) additional days' worth of Services at the applicable daily rate(s) set forth in the SOW.
5. RailPros may terminate this Agreement without liability, effective upon providing notice to Customer, if Customer: (1) materially breaches a provision of this Contract and fails to cure its breach within fifteen (15) days after receipt of written

notice of its breach, or (2) becomes insolvent or admits and/or demonstrates its inability or unwillingness to pay its debts as they become due.

6. This Agreement shall commence as of the Effective Date and shall continue thereafter until the Services described in the SOW are completed or the Contract is terminated.

7. This Agreement benefits solely the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8. This Agreement may not be altered, amended, modified, or otherwise changed, except by a writing duly executed by the Parties hereto.

9. This Agreement constitutes the final and entire agreement between the Parties, and this Agreement supersedes all prior understandings and agreements, if any, among or between the Parties.

10. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way affect the validity of this Contract or any part thereof or the right of any person thereafter to enforce each provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other breach.

11. This Agreement shall be interpreted and construed under the laws of the State of Texas, and venue for all suits arising out of or relating to this Contract shall be brought exclusively in a Texas state district or county court sitting in Tarrant County, Texas.

12. All invoices, requests, communications, and notices required to be sent to Customer shall be delivered to the address(es) and/or email address(es) set forth in the SOW. All Complaints, requests, communications, and notices required to be sent to RailPros shall be sent to RailPros at 1320 Greenway Dr., Suite 490, Irving, Dallas County, TX 75038, Attention: Daniel Carter. Any notice of termination and/or cancellation shall be sent to RailPros at Daniel.Carter@RailPros.com.

13. Neither of the Parties shall be liable for any delays or failures in performance due to acts of God, strikes, lockouts, labor restrictions by governmental authority, civil riots, war and acts of terrorism.

14. In the event of any subsequent litigation involving the interpretation or enforcement of this Contract, the prevailing Party shall recover against the non-prevailing Party all its costs and reasonable attorneys' fees incurred in connection with the lawsuit.

15. In connection with RailPros' providing the Services, RailPros agrees to obtain the following insurance policies: (1) a Commercial General Liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate (the "CGL Policy") and (2) a Commercial Automobile Liability policy with limits of not less than \$1,000,000 (collectively, the "Policies").

The Policies shall include Customer as additional insureds (collectively, the "Additional Insureds"). Coverage for the Additional Insureds shall be primary and non-contributory to any other insurance maintained by Customer. Coverage for Additional Insureds under the CGL Policy shall be set forth via an ISO endorsement form CG 20 26 07 04 (or equivalent endorsement), unless otherwise limited by applicable law. The Policies shall include a Waiver of Subrogation in favor of Customer. RailPros agrees to provide Customer with Certificate(s) of Insurance that verify the foregoing.

In addition, RailPros agrees to maintain Workers' Compensation insurance (the "WC Policy") with limits established by statute in the state where the Services will be provided. All RailPros employees providing Services shall be covered under the WC Policy, including employees who are sole proprietors, members, or partners, whether or not required by applicable law. The WC Policy shall also include a Waiver of Subrogation in favor of Customer.

16. RailPros and Customer each agree to indemnify, defend, and hold the other harmless from any third-party claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) alleged to arise from the indemnifying party's sole negligence in performing their respective obligations under this Agreement.

Thank you,

RailPros

By my signature, I acknowledge that I have read, understand, and agree to the terms in the quote and service agreement

HEATHER MORRIS
Business Operations Supervisor
(877) 315-0513 Option 1

Client Company Representative (Print Name/Sign)

Title

Date

If you have any questions regarding this quote and/or service agreement, or would like further information, please feel free to contact RailPros.

RailPros offers a full suite of right of way services including permitting, utility inspections, railroad engineering services and customizable training. To learn more, visit www.railpros.com

City Council Action Item

Council Meeting Date: November 9, 2023

Department: Public Works

Agenda Item: Consider Budget Adjustment for Edgerton Lake and Dam Exploration Project

Background/Description of Item:

On October 28, 2021, City Council approved the 2022-2026 CIP. In the CIP was Edgerton Lake and Dam Exploration Project, with funding identified from the Park Impact Fee. The project budget of \$75,000 was included in the approved CIP.

This budget was developed based on an understanding that most engineering firms would be able to provide similar level of service. However, following the interviews for selection of the design firm, staff recognized a desire for more specialized services for this unique project.

Affinis is recommended by Staff as the best and most qualified firm from the Request for Qualifications (as included in following council agenda item). They provide services that are more specialized than the original project scope. They also have an existing knowledge of this market/specialty that Staff did not have at the time of scoping. Affinis submitted a draft scope and fee of \$105,425. The fee exceeds the project budget of \$75,000 approved in the CIP by \$30,425. City Staff is requesting City Council consider increasing the project budget to include the full project scope, as well as including a contingency amount of \$9,575 (covering various expenses, such as City Engineer time, printing materials, etc). The proposed project budget would be \$115,000.

City Staff has identified additional funding in the Special Park & Recreation Fund that could be transferred to The Edgerton Lake & Dam Exploration Project. This fund comes from ½ of the alcohol tax (i.e. liquor by the drink tax) that is required by state statute to be spent on parks. The Fund currently has approximately \$54,915 available, therefore is sufficient to cover the additional \$40,000 in funds needed.

If additional funding is not approved Staff will work with Affinis to adjust the scope to align with the CIP budget.

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

Funding Source: Existing: Park Impact Fee
Proposed additional source: Special Park & Recreation Fund

Budget Allocated:
Existing: \$75,000 Park Impact Fee
Proposed: \$115,000 (\$75,000 Park Impact Fee, \$40,000 Spec Park & Rec Fund)

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

Recommendation: Approve Budget Adjustment of Additional \$40,000 from Special Park & Recreation Fund for the Edgerton Lake & Dam Exploration Project for a Total Budget of \$115,000

Enclosed: Revised CIP Project Sheet

Prepared by: Holly Robertson, PE, CIP Project Manager

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:	Concept
Project Manager:	Dan Merkh

Project Name: Edgerton Lake Park/Dam Exploration

Project Description: Study options for renovating the Edgerton Lake Park as well as work that will need to be done to the dam.

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 2023

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	105,425	-	-	105,425	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	9,575	-	-	9,575	-	-	-
Total Cost	\$ 115,000	\$ -	\$ -	\$ 115,000	\$ -	\$ -	\$ -

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 Council Action Item

Council Meeting Date: November 9, 2023

Department: Public Works

Agenda Item: Consider Agreement With Affinis Corporation for Edgerton Lake and Dam Exploration Project.

Background/Description of Item:

On October 28, 2021, City Council approved the 2022-2026 CIP. In the CIP was Edgerton Lake and Dam Exploration Project, with funding identified from the Park Impact Fee. The project budget of \$75,000 was included in the approved CIP.

This project includes park planning, hydraulic engineering, and landscape architecture services related to the planning and development of Edgerton Lake & Dam. The project will incorporate a thorough exploration of all amenities of Edgerton Lake aligning with the latest citizen survey and existing Master Plans, Studies, inspection reports, etc. The design team will engage the public, provide design recommendations, cost estimates, suggested maintenance operations, and other items identified during the exploration.

Requests for Qualifications were sent out in August 2023 and due September 19, 2023. City Staff hosted a pre-submittal meeting and scheduled site visits on August 30th, 2023 for interested parties. A total of four (4) submissions were received and reviewed by the selection committee (City Engineer, Public Works Director, City Administrator, and CIP Project Manager). Two (2) project teams were short-listed, and interviews were conducted on September 26, 2023. The selection committee recommends Affinis Corporation as the best, most qualified team for the project. The selection committee recommends the team based on their existing experience providing these specific services to municipalities both of similar size and larger populations as well as their project resumes. Notably, Affinis has an exceptional record of local dam and lake construction, assessment, and rehabilitation. The selection committee believes the expertise of Affinis' dam engineers will provide a detailed assessment of the existing structures and reasonable options to improve the condition of Edgerton Lake and Dam for future recreation.

The funding source for the project is identified as the Park Impact Fee, by the CIP. The budget for the project listed in the CIP is \$75,000. Staff collaborated with Affinis to establish a draft project scope. On October 31st, 2023 Affinis submitted a draft scope and fee of \$105,425.00. A request for budget adjustment to \$115,000 was presented to City Council November 9, 2023.

If additional funding is approved, City Staff recommends considering the agreement with Affinis for the Edgerton Lake & Dam Exploration Project. Upon final approval from City Attorney, staff recommends authorizing the Mayor to execute the agreement. Staff anticipates beginning the project immediately with final report expected by mid-2024.

If additional funding is not approved Staff will work with Affinis to adjust the scope to align with the CIP budget.

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

Funding Source: Park Impact Fee & Special Park & Recreation Fund

Budget Allocated: \$75,000 (A budget adjustment of \$40,000 will be considered by Council in a prior item which would increase the budget to \$115,000.)

Finance Director Approval: ☒ 
Karen Kindle, Finance Director

Recommendation: Approve Agreement With Affinis Corporation for the Edgerton Lake & Dam Exploration Project in the Amount of \$105,425; Pending Approval From City Attorney and Authorizing The Mayor to Execute the Agreement

Enclosed: Draft Scope and Fee
Draft Agreement for Professional Services
Revised CIP Project Cost Sheet

Prepared by: Holly Robertson, PE, CIP Project Manager

EXHIBIT 1
Design Consultant Scope of Services for
Concept Alternative Study for Edgerton Lake Dam and Park

The scope of this project is to collect data, perform analyses, develop concept alternatives, and make recommendations to improve Edgerton Lake Dam and Park in Edgerton, Kansas.

Project Administration & Management:

This task involves management and coordination of the project and includes the following elements:

1. Client and project team meetings with City. Four (4) in-person meetings are assumed. The meetings will include:
 - a. Project kickoff meeting
 - b. On-site meeting at time of condition assessment.
 - c. Progress meeting after assessment and analyses are complete and discuss possible alternatives.
 - d. Progress meeting to present possible alternatives and gather feedback on preferences.
 - e. Up to two (2) virtual progress meetings will be conducted with the Client as part of the internal project team meetings.
2. Develop project schedule. Provide schedule updates as needed.
3. Prepare monthly project progress reports and invoices.

Data Collection Phase:

1. Survey
 - a. Establish horizontal and vertical control on the park site.
 - b. Perform topographic survey of park property to the waters edge of the lake.
 - c. Perform topographic survey of the low water crossing, dam and spillway that service the lake.
 - d. Locate existing section corners and property corners necessary for project use.
 - e. Perform a bathymetric (lake bottom) survey using dual frequency sonar where the water is deep enough for sonar. Weighted tapes will be used in areas that are too shallow for sonar to operate correctly. In shallow areas where sonar is not able to capture data only the top of silt will be indicated.
 - f. Gather property information such as deeds, easements, and plats to aid in identifying existing owners, easements, railroad right-of-ways, and property lines abutting the park.
 - g. Call in utility line marking request tickets for field locates of existing facilities and request mapping from utility facility owners.
 - h. Prepare a base map showing the topographic and property data that was collected and reduced.
2. Condition Assessment
 - a. Perform condition assessment and inspection of dam, spillway, low water crossing, and lake shoreline.
 - b. Perform condition and need assessment of parking, site utilities, ADA compliance, storm drainage, and access to park and private properties.
 - c. Perform condition and need assessment of park amenities, features, signing, and structures.

Dam & Lake Concept Alternatives:

1. Perform hydrology/hydraulic analysis to support alternative development and evaluate dam/lake capacity.

2. Develop up to three (3) concept alternatives for possible dam and lake improvements. Alternatives may include any one or a combination of the following:
 - a. rehabilitation or reconstruction of the dam, spillway, and low water crossing;
 - b. providing a sediment forebay;
 - c. lake dredging;
 - d. bank/shoreline stabilization;
 - e. pedestrian/maintenance access across the dam; and
 - f. maintain/provide access to private property via the park.
3. Develop concept master plan for possible park improvements and park amenities. Alternatives may include:
 - a. Rehabilitate or replace existing facilities;
 - b. Add park facilities such as parking, restrooms, and/or fishing dock;
 - c. Expand pedestrian access and connections;
 - d. Park and/or wayfinding signage; and
 - e. Other appropriate park uses.
4. Prepare a Concept Alternative design memorandum.
5. Prepare opinions of probable project cost (OPPC) for alternatives.
6. Identify funding opportunities and sources available for the City.
7. Present recommendations for the preferred alternatives.
 - a. Identify needs for property and/or easement acquisition.
8. Provide an Alternative Study which will include:
 - a. Executive summary
 - b. Overview of existing conditions including condition findings
 - c. Design memorandum
 - d. Concept Alternatives
 - i. Overview
 - ii. Exhibit
 - iii. OPPC
 - e. Prioritization of alternatives (i.e. good, better, best) including a comparison of OPPCs and a recommendation of the preferred alternative.

Public Involvement:

The City's Marketing Manager will prepare and distribute communication with the community and residents. The Consultant team will be responsible for:


1. Prepare a community engagement survey to be distributed by the City.
2. Schedule and attend one public meeting.
 - a. Prepare exhibits.
 - b. Prepare and provide handouts for attendees.
3. Attend one Council meeting and present recommendations.

Assumptions:

1. The hydrologic/hydraulic analysis will be performed using HEC-RAS 1D and HEC-HMS. This scope of work assumes the existing FEMA HEC-RAS model is available.
2. Structural design is not included in this scope of work.
3. Concept alternatives will be based on the current dam safety requirements.
4. Survey work will be performed to meet these general requirements:
 - a. Vertical Control: Elevations for plans must be obtained from a benchmark on the Johnson County Vertical Control Network. Show the datum benchmark and elevation of the datum benchmark on the plans.
 - b. Horizontal Control: Section Corner and quarter section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design



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

																		2024 Rates
			Exhibit 3 - Scope of Services Fee														Date:	10/23/2023
			Client Name: City of Edgerton, Kansas														Client:	Edgerton
			Project Name: Lake Edgerton Dam & Park Study														Project:	Dam/Park
			Affinis Proj. Number														Made By:	KELG/JDD/RLU
																DIRECT EXPENSES		
			Principal	Sr Eng II/ Sr PM II	Engineer III	Engineer I	Intern Engineer II	Design Tech. II	CADD Tech. II	Land Surveyor III	Land Surveyor II	Survey Crew Member II	2 man Crew Survey Crew	Project Related Support Services II	AFFINIS LABOR COSTS	ITEM	COST	TOTAL FEE
			\$315.00	\$240.00	\$185.00	\$165.00	\$145.00	\$200.00	\$125.00	\$240.00	\$170.00	\$135.00	\$220.00	\$115.00				
			Project Administration & Management															
		1	Meetings (assume 4)	2	8		4								\$ 3,210.00			\$ 3,210.00
		2	Schedule		2										\$ 480.00			\$ 480.00
		3	Progress reporting		8									6	\$ 2,610.00			\$ 2,610.00
																Mileage	\$ 200.00	\$ 200.00
			Data Collection Phase															
		1	Survey															
			a. - c. Establish control and perform topo survey									24	40		\$ 12,040.00			\$ 12,040.00
			d. Section and property corner field locates							4	8	12			\$ 3,940.00			\$ 3,940.00
			e. Lake bottom survey and locate lake structures									24	24		\$ 8,520.00	Hydrolite	\$ 1,500.00	\$ 10,020.00
			f. Property and section line base map						28	8	24				\$ 9,500.00	O&E Reports	\$ 2,000.00	\$ 11,500.00
			g. Utility locate work field and office						8			4			\$ 1,540.00			\$ 1,540.00
			h. Data reduction and topo base map						24					4	\$ 3,460.00			\$ 3,460.00
																Mileage	\$ 600.00	\$ 600.00
		2	Condition Assessment															
			a.-c. Perform condition assessment dam, lake, and park		4		4	4							\$ 2,200.00	LandWorks	\$ 2,440.00	\$ 4,640.00
																Mileage	\$ 40.00	\$ 40.00
			Dam, Lake & Park Concept Alterntive Phase															
		1.	H&H analysis for existing conditions (HEC-RAS 1D)		8		24	8		24					\$ 10,040.00			\$ 10,040.00
		2.	Concept alternative development - dam, lake, spillway & low water (3 alternatives)	1	8		40	12	8	12					\$ 13,675.00			\$ 13,675.00
		3.	Park masterplan development	1											\$ 315.00	LandWorks	\$ 7,070.00	\$ 7,385.00
		4.	Design memorandum				4								\$ 660.00			\$ 660.00
		5.	Preliminary Opinions of Probable Project Costs	1	4		8	8							\$ 3,755.00			\$ 3,755.00
		6.	Funding opportunities/sources			4									\$ 740.00			\$ 740.00
		7.	Recommendations/Prioritizations		4		4								\$ 1,620.00			\$ 1,620.00
		8.	Concept alternative study document	2	4		8	16						4	\$ 5,690.00	Printing	\$ 300.00	\$ 5,990.00
			Public Involvement															
		1.	Community park survey (assume 1)		2									2	\$ 710.00			\$ 710.00
		2.	Public meeting w/exhibits (assume 1)	2	2		4			2				2	\$ 2,250.00	LandWorks	\$ 2,530.00	\$ 4,780.00
		3.	Council meeting presentation (assume 1)	2			2							2	\$ 1,190.00			\$ 1,190.00
																Mileage	\$ 100.00	\$ 100.00
																Exhibits/Printing	\$ 500.00	\$ 500.00
			Project - Total Hours	11	54	4	102	48	8	98	12	32	64	64	20			
			Project - Total Fee	\$3,465.00	\$12,960.00	\$740.00	\$16,830.00	\$6,960.00	\$1,600.00	\$12,250.00	\$2,880.00	\$5,440.00	\$8,640.00	\$14,080.00	\$ 88,145.00		\$ 17,280.00	\$ 105,425.00

**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

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:	Concept
Project Manager:	Dan Merkh

Project Name: Edgerton Lake Park/Dam Exploration

Project Description: Study options for renovating the Edgerton Lake Park as well as work that will need to be done to the dam.

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 2023

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	105,425	-	-	105,425	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	9,575	-	-	9,575	-	-	-
Total Cost	\$ 115,000	\$ -	\$ -	\$ 115,000	\$ -	\$ -	\$ -

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 Council Action Item

Council Meeting Date: November 9, 2023

Department: Public Works

Agenda Item: Consider Contract for Builders Risk/Property Insurance with Continental Casualty Company through Reilly Insurance Company for The Greenspace Project.

Background/Description of Item:

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

In accordance with the contracts executed by Combes Construction and The City of Edgerton, the Owner, is required to provide Property Insurance/Builders Risk Insurance. This insurance coverage includes the materials brought to site for construction and installation as well as the structure itself during construction.

Reilly Insurance Company reviewed multiple insurance quotes and presented their final quote from Continental Casualty Company to City Staff. The key features of the quote are summarized in the table below. The coverage will begin once the contract is executed and terminate in April of 2025. Additional details are provided in the enclosed document.

Items Covered	Coverage	Deductible
Hard Costs (completed value of materials and labor)	\$6,444,000	\$5,000
Soft Costs (services/fee incurred as a result of a covered claim)	\$250,000	
Earthquake and Flood	\$2,500,000	\$25,000
Premium for full policy term (18 months)		\$8,591

The Greenspace budget includes sufficient funding for this coverage.

The Agreement is still pending review by City Attorney. City Staff recommends approval of this agreement pending City Attorney review.

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

Funding Source: GO Bonds

Budget Allocated: \$8,704,950

Finance Director Approval: x 
Karen Kindle, Finance Director

Recommendation: Approve Contract for Builders Risk/Property Insurance with Continental Casualty Company through Reilly Insurance Company for The Greenspace Project for 18 months of coverage for \$8,591.

Enclosed: Draft Insurance Policy

Prepared by: Holly Robertson, PE, CIP Project Manager

COMMERCIAL INSURANCE PROGRAM



151 N Franklin, Chicago, IL 60606

Presented to:

The Reilly Company

Representing:

City of Edgerton, KS

Prepared by:

Wim Kenis



10/26/2023

TO:

The Reilly Company

RE:

Monoline Builders Risk Property Quotation

Account Name: City of Edgerton, KS

Effective Date: 10/25/2023

New/Renewal: New

SBU: Inland Marine

Program: N/A

Account Premium Recap

Coverage	Quote #	Eff/Exp Date	Company	Premium
Monoline Inland Marine	0	10/25/2023 to 04/30/2025	Continental Casualty Company	\$ 8,509 TRIA prem, if any, not incl.

Additional Information and Comments Applicable to this Quote:

Only the relevant insurance policy can provide the full terms, conditions, amounts and exclusions applicable to the coverage herein. The relevant insurance policy will include the Builders Risk Coverage Form and any applicable schedules and endorsements, including any state mandatory endorsements and policy holder notices that may be required. If you have questions about the coverage being quoted, please contact the underwriter who prepared this quote letter.

CNA Inland Marine provides a full range of product offerings including Property, Contractors Equipment, Medical and Scientific Equipment Coverage, Railroad Rolling Stock, Fine Arts coverage for museums, galleries and collectors, Radio and TV Towers and related Communications Equipment, Motor Truck Cargo and other related Transportation products such as Logistics, Freight Brokers, Warehouse Legal Liability and Transportation.

This quotation is based upon your responses in the application or representations made by your agent. A change in any of your responses could affect this offer. All quotes are subject to the application of the correct modification factors, any pending rate changes, and risk reservation. No alterations in the proposal may be made without the prior written approval of CNA. This quotation is valid for 30 days or the inception date whichever is first.



Account Name: City of Edgerton, KS

IMPORTANT INFORMATION

NOTICE OF INSURANCE COVERAGE FOR ACTS OF TERRORISM AND DISCLOSURE OF PREMIUM

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally, the Act provided that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the government or population of the United States. However, the 2007 re-authorization of the Act no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism".

In accordance with this Act, we are required to continue to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. Terrorism Risk Insurance Act premium and Fire Following* premium shown under Disclosure of Premium below is in addition to the premium shown in Account Premium Recap.

Disclosure of Premium:

Quote #	Coverage	Premium	Eff/Exp Date
0	Inland Marine - Terrorism Inland Marine - Fire Following *	\$ 82 \$ -	10/25/2023 to 04/30/2025

The United States Department of the Treasury will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and, in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

* Due to state Standard Fire Policy regulations, this premium must be retained even if certified acts of terrorism coverage is excluded for locations in the following states: CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WV, and WI (the same regulations apply to terrorism premium retained for Inland Marine for locations in the states of CA, ME, MO, OR and WI).



REJECTION OF CERTIFIED ACTS OF TERRORISM COVERAGE

INSTRUCTIONS TO INSURED:

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

This Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism, which is an act committed by an individual or individuals to coerce the government or population of the United States, that results in aggregate losses of \$5 million or more. The 2007 re-authorization no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism."

You may choose to exclude Certified Acts of Terrorism, as described above. This Rejection of Certified Acts of Terrorism Coverage Form is valid only if fully completed and returned to us. For each Coverage Part rejected, the corresponding "Reject" area must be checked, and the "Policy Number" and "Policy Period" must be indicated. In addition, the SIGNATURE BLOCK (below) must be completed in its entirety. The applicable policy will then be endorsed to exclude terrorism, and the premium recalculated.

The states of CA, CT, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI, and WV have Standard Fire Policy (SFP) statutes that are applicable to your Property and, in CA, ME, MO, OR and WI, to your Inland Marine coverages. In these states, coverage is required to be provided for fire damage that results or follows from any cause of loss, even those that are otherwise excluded. As a result, although certified acts of terrorism are excluded from your policy, we are statutorily required to insure against fire damage that might result from otherwise excluded acts of terrorism. In addition, certain states may not allow coverage for certified acts of terrorism to be rejected for any coverage part. Terrorism coverage can not be rejected for Workers' Compensation in any state.

If the circumstances in the above paragraph apply, the United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This Rejection of Certified Acts of Terrorism Coverage Form applies only during the "Policy Period" indicated below. Please consult your CNA agent with any questions regarding this form.



SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

Account Name: City of Edgerton, KS
Policy Number: IM
Effective Period: 10/25/2023 to 04/30/2025

<input type="checkbox"/>	I hereby elect to purchase coverage for losses arising out of certified acts of terrorism, as defined in the Act and subject to all applicable policy provisions.
<input type="checkbox"/>	I hereby agree to the rejection of terrorism coverage for the listed policy, as indicated above. I understand that a rejection of terrorism coverage means the exclusion of foreign and domestic acts of terrorism that are determined by the Department of Treasury to be Certified Acts of Terrorism as defined in the Terrorism Risk Insurance Act. I also recognize by waiving this coverage, if I so choose to add terrorism coverage on at a later date within this policy term, coverage will not be available if the alert level has been raised above "orange". I hereby agree that I am abiding by the rules and terms of my mortgagee, loss payee or additional insured as interest may appear, and have notified them of my intent to reject coverage.

SIGNATURE BLOCK

By: _____ <i>Authorized Representative's Signature</i>	_____ <i>Authorized Representative's Title</i>
_____ <i>Named Insured</i>	_____ <i>Date of Signature</i>



COVERAGE SUMMARY FOR INLAND MARINE - BUILDERS RISK

Account Name: City of Edgerton, KS
Effective Period: 10/25/2023 to 04/30/2025
Company: Continental Casualty Company

Pricing Summary

	Rating Base	Annual Rate	Premium
General Builders Risk	6,694,000	0.0820	\$ 8,294
Terrorism			\$ 82
Fire Following			\$ -
Equipment Breakdown			\$ 215
Total (incl. Terrorism, Fire Following & EB if covered)	6,694,000	0.0850	\$ 8,591
Does not include taxes, fees, and surcharges which are subject to state-specific rules.			

Minimum Earned Premium	None
Payment Plan	-

Policy Level Summary

Hard Costs Limit	6,444,000
Existing Buildings or Structures Limit	-
Business Income Limit	-
Extra Expense Limit (if "Included", Extra Expense included in the Business Income Limit)	-
Contractual Penalties Limit	-
Soft Costs Limit	250,000
Property in Transit Limit	250,000
Temporary Storage Limit	250,000
Existing Buildings or Structures Valuation	0

Policy Level Deductible (Unless Where Otherwise Specified)	\$5,000
Time Element Waiting Period (Days)	3
Property in Transit Deductible	\$5,000
Water Damage Deductible	\$10,000
Wind / Hail Deductible	\$5,000

Wind / Hail Exclusion	Does Not Apply
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Time Element Extensions	
Denial of Access by Civil Authority/Ingress-Egress: # of Days	-
Service Interruption	-

Equipment Breakdown & Testing	Limit	Deductible
Testing	Included	\$5,000
Operational Testing	6,444,000	\$5,000
Equipment Breakdown	6,444,000	\$5,000

**Additional Coverages and Coverage Extensions**

Property Sublimits	Limit
Decontamination Expense	10,000
Emergency Removal	Included
Employee Theft	25,000
Expenses to Reduce a Loss	Included
Fungi Limited Coverage (Annual Aggregate)	25,000
Pollutant Cleanup and Removal (Annual Aggregate)	25,000
Radioactive Contamination	25,000
Trees, Shrubs, Laws, Sod and Plants (Per Item)	25,000
Trees, Shrubs, Laws, Sod and Plants (Per Occurrence)	100,000
Unintentional Errors and Omissions	25,000

Property Additional Limits	Limit	Valuation ¹
Arson and Crime Reward	50,000	
Debris Removal Including Recycling Additional Expense-Additional Amount	250,000	
EDP - Direct Damage	-	
EDP - Data Restoration	-	
Fire Department Service Charge and Extinguishing Expense	50,000	
Furniture and Fixtures	-	
Green Coverage: Certification Protection - Hard Costs Limit	-	
Green Coverage: Certification Protection - Electricity & Water Expense Limit	-	
Jobsite Trailers	-	
Loss Adjustment Expense	50,000	
Recharge of Fire Protection Equipment	50,000	
Temporary Structures - Additional Covered Property	25,000	ACV
Temporary Structures - Costs to Dismantle and Re-erect	25,000	
Valuable Papers and Records	250,000	
Ordinance or Law		
Undamaged Portion of the Building or Structure	Included	
Demolition Cost & Increased Cost of Construction	250,000	
Inflation Guard		
Damaged Portion of Project - Percentage	Not Covered	
Unbuilt Portion of the Project - Occurrence Limit	-	
Unbuilt Portion of the Project - Percent of Increase	Not Covered	
Machinery, Tools and Equipment		
Itemized List on File Date		
Itemized List on File Limit	Not Covered	-
Other Than Itemized - Per Occurrence	Not Covered	-
Other Than Itemized - Per Item	-	

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¹ Valuation Abbreviations: ACV = Actual Cash Value; RC = Replacement Cost; AV = Actual Value

**EARTHQUAKE & FLOOD (Coverage applies ONLY in Hazard Areas where a limit is shown.)**

Hazard Area	Earthquake-Volcanic Eruption			Flood		
	Limits		Per Occurrence Deductibles	Limits		Per Occurrence Deductibles
	Annual Agg	Occurrence		Annual Agg	Occurrence	
Critical / High						
Moderate						
Low						
All	\$2,500,000	\$2,500,000	\$25,000	\$2,500,000	\$2,500,000	\$25,000
Maximums	Annual Agg Limit All Locations		Max Occurrence Deductible	Annual Agg Limit All Locations		Max Occurrence Deductible
	\$2,500,000			\$2,500,000		

Additional Conditions & Descriptions

Collapse of Existing Building Coverage	Does Not Apply
Need for Adequate Insurance Clause	Does Not Apply
Permission To Occupy Endorsement	Applies
Serial Loss Limitation	Does Not Apply
Contingent Coverage	Does Not Apply

Project Description:

New groundup construction of a community center in Edgerton, KS

Jobsite Description:

303 E NELSON, EDGERTON, Kansas, 66021

Additional Soft Costs Endorsement:

Not Included

Additional Named Insureds Endorsement:

Blanket Additional Named Insureds endorsement, CNA71626XX

Manuscript Endorsements:

None

Green Certification - Other