

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
JUNE 25, 2026
7:00 P.M.**

Call to Order

1. Roll Call

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

2. Welcome

3. Pledge of Allegiance

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

4. Approve Minutes from June 11, 2026, Regular City Council Meeting

Motion: _____ Second: _____ Vote: _____

Regular Agenda

5. 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.

6. Public Comments. Members of the public are welcome to present their items of concern to the City Council. The Council will not discuss or debate these items, nor will the Council make decisions on items presented during this time. Speakers should address their comments to City Council only not members of the audience or staff.

Persons wishing to address the City Council must sign up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be a total of thirty (30) minutes.

Written comments must be submitted by close of business on the day prior to the meeting at CityClerk@edgertonks.org. Written comments shall include name and address for the record.

7. County Clerk's Office Mill Levy Presentation

Business Requiring Action

8. CONSIDER LEASE AGREEMENT WITH JOHNSON DRIVE DUPLEX I, LLC, FOR CITY OFFICES LOCATED AT 312B E. NELSON STREET IN EDGERTON, KS

Motion: _____ Second: _____ Vote: _____

9. PUBLIC HEARING FOR SUBMITTAL OF 5TH STREET AREA SANITARY SEWER PROJECT APPLICATION TO JOHNSON COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR 2027

Motion: _____ Second: ____ Vote: _____

10. CONSIDER SUBMITTAL OF 5TH STREET AREA SANITARY SEWER PROJECT APPLICATION TO JOHNSON COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR 2027

Motion: _____ Second: ____ Vote: _____

11. Report by the City Administrator

- **Water Meter Replacement Program**
- **Local Government Finance Presentation**

12. Report by the Mayor

13. Future Meeting Reminders:

- July 9: City Council Meeting
- July 14: Planning Commission Meeting
- July 23: City Council Meeting
- August 11: Planning Commission Meeting
- August 13: City Council Meeting

14. Adjourn

EVENTS

- June 26: Patriotic Cookie Decorating with Cookies by Dad
- June 26: Outdoor Movie Night: TBD
- June 28: The American Puzzle Race
- June 29: Culinary Kids – Rice Krispies & Chocolate Chip Cookies
- July 3: 3rd of July Community Picnic & Fireworks – America’s 250 Celebration
- July 7: Crafty Kids – Paper Squishies
- July 10: Pollinator Program

City of Edgerton, Kansas
Minutes of City Council Regular Session
June 11, 2026

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on June 11, 2026. The meeting convened at 7:00 PM with Mayor Roberts presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance: City Attorney, Todd Luckman
Assistant to the City Administrator, Trey Whitaker
Assistant to the City Administrator, Kara Banks
City Clerk, Dusti Callahan
Public Works Director, Dan Merkh
Development Services Director, Zach Moore
Parks and Recreation Director, Levi Meyer
Finance Director, Karen Kindle
Senior Accountant, Justin Vermillion
Public Works Foreman, Chase Forester
Construction Project Manager, Todd Veeman

2. WELCOME. Mayor Roberts welcomed all in attendance.

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

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

4. Approve Minutes from May 28, 2026, Regular City Council Meeting

Councilmember Lewis motioned to approve, seconded by Councilmember Longanecker item four on the Consent Agenda. The motion carried 5-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Lebakken, Malloy

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Regular Agenda

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

6. **Public Comments.**

Debbie Gilliland, an Edgerton resident, spoke about her concerns regarding the data center. Mrs. Gilliland stated she believes these jobs will be mostly temporary jobs, then maybe 20 to 50 permanent jobs. These tax breaks save them billions of dollars, where nobody else is benefitting. She is concerned about water usage and the proposed closed loop system. She claimed that even with the loop cooling they will still need to add water occasionally, up to 30% plus. Energy goes up every year; we don't have many fossil fuels left. Big companies such as Google, Microsoft, and Amazon are predicted to spend \$364 billion to accelerate the construction of these data centers, it is all about money for them. Who cares about the environment? Data Centers sign contracts with utility companies that provide a special deal to them. These contracts are confidential to the public, and some states do not review these contracts. The size of these facilities uses more energy than a larger city. They use more energy than in a large city. She is concerned about how all of the data in the data centers are sold for profit.

Wade Kiefer, IBEW representative, stated support for the data center but emphasizes accountability and responsible growth. He stated IBEW has been building data centers for over 30 years. Transparent water reporting and community benefit agreements should be a part of this project. Public investment should ensure local workers have a fair opportunity to participate. When done correctly, they can deliver economic opportunity and environmental responsibility. He stated that they understand the concerns of citizens in this area and they too want to maintain quality of life. Beyond construction, these facilities require ongoing maintenance and periodic full upgrades. Many IBEW members spend entire careers working on these facilities. Perspective is important. Modern facilities typically rely on a closed-loop system to limit water consumption. For example, golf courses in Johnson County use 1 billion gallons of water yearly. Another data center using a closed-loop system uses 400,000 to 600,000 yearly, compared to a billion. He stated IBEW supports stronger energy regulation at the state level, and data centers are subject to some of the highest utility rates. Recent legislation in Kansas and Missouri are specifically designed to protect residential customers from bearing the cost.

James Oltman, ElevateEdgerton! President, shared his support for the data center and analyzed the moratorium idea. Mr. Oltman provided a packet of information to Council members on actual impacts in several Johnson County communities. Referencing the moratorium, he stated Edgerton has invested time, effort, and public input into creating the comprehensive plan, future land use map, unified development code, and planning processes that guide growth in our community today. These are the same tools that have grown LPKC for 15 years. He stated a moratorium is not required to amend the code; a moratorium pauses investment in development while creating uncertainty for property owners and businesses. When rules

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become unclear, business and investors are more likely to go to a more stable environment offered by other cities. The growth in Edgerton has benefitted this community, such as home improvement grants, new streets, parks, trails, community facilities, property tax rebate programs, etc. He asked Council to trust the framework, trust the vision the community adopted, and continue using those tools to evaluate individual projects on their merits.

Carrie Schmidt, a Gardner resident, expressed her concerns regarding data center zoning. Ms. Schmidt read onto the record emails provided through a KORA Request between Development Services Director, Zach Moore and Brody with North Point (attached with these minutes). She stated the City will not release the native file for Mr. Moore's letter to NorthPoint, and the L-P district does not fit a data center. She advised council to have executive sessions to fire staff, and whoever played a part in making this decision without formal process. She requested that Council find who created the document and hold them accountable.

William LaFalce, an Edgerton resident, supports a moratorium and calls for updates to the UDC and oversight process. He states the citizens blinked, took our eyes off the ball but never again. He supports a moratorium of up to three years so all of the data and impacts can be assessed. He would like an update and strengthen the UDC against projects like this to remove ambiguity to never allow this danger to impact the community, and oversight to the process. He demanded safeguards of \$10,000,000 per household so if it doesn't work out, they can recover their losses and move on with their lives. He asks for a dissolution of Elevate Edgerton! And a moratorium on funding it. He would like to see an exemption of city workers to only live in Edgerton and Gardner. Once this is done, he thinks all of council should resign.

Mary Rogers, an Edgerton resident, expressed her concerns about the data center's impact on the City's integrity and resources. This is DAMAC first project in the US, and we are going to be their guinea pigs. We are a free country; their country has an acceptance of slavery and camps set up to bus people back and forth. She stated they say they will bring in jobs, but after build out, there will be only 10 to 25 permanent jobs. Most likely those jobs will not go to anyone in our community. She claims the lifespan of data centers is 5 to 10 years. Many places will sit with these big concrete bunker-looking places and a lot of them end up just taking over farmland and wildlife and resources. Most of the country has been in a drought for some years, with these data centers, there isn't a magical spout to get more water. What we have on Earth is what we get for our lifetime. Fire protection is another concern. One caught fire in LA and burned for 7 days. She stated that she spoke to one of our firemen and they are not totally trained on how to respond to all of this at this time.

Kim Twente, an Edgerton resident, opposes the data center and supports a moratorium. She states the moratorium should be longer than 6 months, as that is not enough time. These data centers have recently blown up across the country and become a popular subsidy. There are states trying to pass moratoriums in 14 states across the country. The few states who have computed their returns on taxpayer investments have determined they lose between 52 and 70 cents per dollar they spend on data center sales tax exemptions. Finally, many of the citizens

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would agree that we need to employ staff in our city because they live here, breathe here, and are affected.

7. Public Officials Liability Training

City Council members watched a video training presentation.

8. Presentation. 2026 ETC Citizen Survey Results

Ryan Murray with ETC Institute has been with the firm for 20 years and is the Director of Community Research. He reviewed the results of the Citizen Survey, which show that the majority of Edgerton residents are satisfied with the quality of services provided by the City. Edgerton performs well against the KC Metro average and performs a high level of service. There has been a lot of growth in staff and leadership. ETC Institute mailed a survey to every address and promoted it online. The survey shows high overall quality of life ratings and satisfaction with City services, particularly parks and customer service. Areas for improvement include maintenance of City streets and enforcement of codes and ordinances. He stated the results also highlight the importance of communication and the use of social media for community engagement.

Business Requiring Action

9. CONSIDER THE 2025 AUDIT OF FINANCIAL STATEMENTS AS PRESENTED BY VARNEY & ASSOCIATES

April Swartz, with Varney & Associates, CPAs, LLC, presented the 2025 audit financial statements. The audit shows a clean letter with no journal entries required, indicating no instances of management override. The state indicates what is needed, and Edgerton gives more details than necessary by the state. There is more transparency here than most will report. The City's compliance with the budget law is demonstrated, showing the City was under budget on all funds.

Councilmember Lebakken motioned to approve, seconded by Councilmember Longanecker, item nine under the Business Requiring Action items. The motion carried 5-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Lebakken, Malloy

10. CONSIDER RESOLUTION NO. 06-11-26A OF THE CITY OF EDGERTON, KANSAS, IMPOSING A MORATORIUM ON THE SUBMISSION OF REZONING APPLICATIONS, VARIANCES, PLATS, SITE PLANS, AND OTHER SUBMISSIONS UNDER THE EDGERTON UNIFIED DEVELOPMENT CODE FOR DATA CENTERS

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Public Works Director, Dan Merkh, stated on May 28, 2026, Council provided consensus to bring forward a resolution to consider a moratorium on the submission of rezoning applications, variances, plats site plans and other submissions under the Edgerton Unified Development Code. This Resolution will not halt or restrict any filed applications submitted prior to this resolution for Data Center uses within the B-P and L-P districts.

City Attorney, Todd Luckman recommended an amendment to the resolution to take out the line "with only administrative approvals pending," to clarify that the moratorium does not impair vested rights of landowners.

Councilmember Lewis motioned to deny item ten on the Business Requiring Action items, seconded by Councilmember Longanecker. The motion carried 3-2 by the following vote:

Yes: Longanecker, Lewis, Malloy

No: Conus, Lebakken

11. Report by the City Administrator

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

Mayor Roberts requested a motion to recess into executive session. Councilmember Lebakken moved to recess into executive session pursuant to K.S.A 75-4319(B)(2) for the purpose of a consultation with the City's attorney. Councilmember Longanecker seconded the motion.

The executive session will start at 8:16 PM and last 15 minutes. The open meeting will resume in the Council Chambers at 8:31 PM.

Yes: Longanecker, Lewis, Conus, Lebakken, Malloy

Councilmember Lebakken moved to return to open session with no action being taken. Seconded by Councilmember Longanecker. Motion passed unanimously, and the open session resumed at 8:32 PM.

13. Report by the Mayor

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- Consider Kansas Open Records Act (KORA) Request – City Attorney, Todd Luckman, stated there was a submission for a request which was denied in part because of the exception of council right to allow the information release if it is or not.

Councilmember Lewis motioned to not release the information requested, seconded by Councilmember Longanecker for item thirteen. The motion carried 4-1 by the following vote:

Yes: Longanecker, Lewis, Malloy, Lebakken
No: Conus

Mayor then reminded the Council of the future meetings.

- June 11: City Council Meeting
- June 25: City Council Meeting
- July 9: City Council Meeting
- July 14: Planning Commission Meeting
- July 23: City Council Meeting

14. Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Lebakken. The motion carried 5-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Lebakken, Malloy

The meeting was adjourned at 8:34 pm.

Submitted by Dusti Callahan, City Clerk.

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Re: IP 31 - Permit Drawings

From Brody Sherar <bsherar@northpointkc.com>
Date Thu 3/13/2025 9:58 AM
To Zach Moore <zmoore@edgertonks.org>

[External Sender]

Got it, thanks Zach. If you find 5 mins today do you mind giving me a quick call about a separate question I have regarding data centers?

Regards,

Brody Sherar | Development Manager

c: 573-825-4383

3315 North Oak Trafficway | Kansas City, MO 64116

www.beyondthecontract.com

From: Zach Moore <zmoore@edgertonks.org>
Sent: Thursday, March 13, 2025 9:42 AM
To: Brody Sherar <bsherar@northpointkc.com>
Subject: RE: IP 31 - Permit Drawings

Gotcha, my bad Brody – didn't realize that these wouldn't include the actual drawings. I'll need to do some digging, but should be able to get these to you soon. I'm fairly booked up today, and OOO tomorrow, so if you don't hear from me by end of day, it'll probably be Monday when I can get them to you.



Zachary Moore • Development Services Director

City of Edgerton, KS

404 East Nelson • Edgerton, KS 66021

913.893.6231 • 913.787.3717 (cell)

www.edgertonks.org

From: Brody Sherar <bsherar@northpointkc.com>
Sent: Thursday, March 13, 2025 9:39 AM
To: Zach Moore <zmoore@edgertonks.org>
Subject: Re: IP 31 - Permit Drawings

[External Sender]

Thanks Zach,

It looks like these folders have the applications packets and permits but not the actual drawings. Are you able to share a copy of the city stamped drawings?

Regards,

Brody Sherar | Development Manager

c: 573-825-4383

3315 North Oak Trafficway | Kansas City, MO 64116

www.beyondthecontract.com

From: Zach Moore <zmoore@edgertonks.org>

Sent: Thursday, March 13, 2025 9:35 AM

To: Brody Sherar <bsherar@northpointkc.com>

Subject: RE: IP 31 - Permit Drawings

Morning Brody,

Sure thing, please see the link below to the folder with our building permit records for IP 31. Let me know if you have any issues accessing the link.

 [Building Permits](#)

Thanks,



Zachary Moore • Development Services Director

City of Edgerton, KS

404 East Nelson • Edgerton, KS 66021

913.893.6231 • 913.787.3717 (cell)

www.edgertonks.org

From: Brody Sherar <bsherar@northpointkc.com>

Sent: Thursday, March 13, 2025 7:47 AM

To: Zach Moore <zmoore@edgertonks.org>

Subject: Fw: IP 31 - Permit Drawings

[External Sender]

Hi Zach,

I got a kickback email from Chris on my request below. Would you be able to help me with this please?

Regards,

Brody Sherar | Development Manager

c: 573-825-4383

3315 North Oak Trafficway | Kansas City, MO 64116

www.beyondthecontract.com

From: Brody Sherar <bsherar@northpointkc.com>

Sent: Thursday, March 13, 2025 7:44 AM

To: Chris Clinton <cclinton@edgertonks.org>

Subject: IP 31 - Permit Drawings

Good Morning Chris,

Can you please share with me all of the approved permit drawings the City has for the IP 31 shell as well as the tenant improvement permit plans? I want to make sure our older files are complete, and I think some of these drawings weren't saved properly back when we went through permitting.

Regards,

Brody Sherar | Development Manager

c: 573-825-4383

3315 North Oak Trafficway | Kansas City, MO 64116

www.beyondthecontract.com



Outlook

Data Center in L-P Zoning

From Brody Sherar <bsherar@northpointkc.com>

Date Fri 3/21/2025 2:43 PM

To Zach Moore <zmoore@edgertonks.org>

[External Sender]

G'day Zach,

Thanks for calling me back this afternoon. As discussed, are you able to draft a letter from the City of Edgerton that states Data Centers are a by-right use under the L-P zoning district and sign it? We're gaining some significant traction with end users, and they are asking about the ability to permit their data center use under our current zoning.

Regards,

Brody Sherar | Development Manager

c: 573-825-4383

3315 North Oak Trafficway | Kansas City, MO 64116

www.beyondthecontract.com



Outlook

Re: Data Center in L-P Zoning

From Brody Sherar <bsherar@northpointkc.com>

Date Fri 3/28/2025 2:07 PM

To Zach Moore <zmoore@edgertonks.org>

[External Sender]

Hi Zach,

I just wanted to follow up on this email from last week. Have you had a chance to look at this yet?

Regards,

Brody Sherar | Development Manager

c: 573-825-4383

3315 North Oak Trafficway | Kansas City, MO 64116

www.beyondthecontract.com

From: Brody Sherar <bsherar@northpointkc.com>

Sent: Friday, March 21, 2025 2:43 PM

To: Zach Moore <zmoore@edgertonks.org>

Subject: Data Center in L-P Zoning

G'day Zach,

Thanks for calling me back this afternoon. As discussed, are you able to draft a letter from the City of Edgerton that states Data Centers are a by-right use under the L-P zoning district and sign it? We're gaining some significant traction with end users, and they are asking about the ability to permit their data center use under our current zoning.

Regards,

Brody Sherar | Development Manager

c: 573-825-4383

3315 North Oak Trafficway | Kansas City, MO 64116

www.beyondthecontract.com

Data Center Use Determination

From Zach Moore <zmoore@edgertonks.org>
Date Thu 4/3/2025 3:51 PM
To Brody Sherar <bsherar@northpointkc.com>
Cc Chris Clinton <cclinton@edgertonks.org>

 1 attachment (306 KB)

Data Center Use Determination 04.03.2025.pdf;

Good afternoon Brody,

As previously discussed, please see the attached Use Determination letter for Data Centers in the City of Edgerton. Please let me know if you have any questions.

Thanks,



Zachary Moore • Development Services Director
City of Edgerton, KS
404 East Nelson • Edgerton, KS 66021
913.893.6231 • 913.787.3717 (cell)
www.edgertonks.org

April 3, 2025

To Whom it May Concern:

City staff has been made aware of the increase in interest for Data Centers as a land use in the City of Edgerton along with the Kansas City region as a whole. Data Centers most align with the 'Manufacturing, processing, fabrication or assembly of commodity – limited' use as identified in the City's Unified Development Code (UDC), which may be accessed using this link, <https://edgertonks.org/unified-development-code-2/>. This use is currently permitted by-right in the B-P (Business Park) District (UDC, Article 5.1) and the L-P (Logistics Park) District (UDC, Article 5.2).

Any potential future development of a Data Center within the City of Edgerton must comply with all requirements of the Edgerton UDC and the Edgerton Municipal Code at the time of development.

If you have any questions, please do not hesitate to contact me at zmoore@edgertonks.org or (913) 893-6231.

Best,



Zachary Moore
Development Services Director
City of Edgerton, KS

City Council Action Item

Council Meeting Date: June 25, 2026

Department: Facilities

Agenda Item: Consider Lease Agreement with Johnson Drive Duplex I, LLC, for City Offices Located at 312B E. Nelson Street in Edgerton, KS

Background/Description of Item:

Since June 2018, the City has utilized office space at 312B E. Nelson Street to provide space for staff that could not be accommodated at other City facilities. There are now four staff members housed at this location as well as a conference room.

On June 24, 2021, City Council approved a five-year extension of the lease, which is set to terminate July 22, 2026.

Staff has negotiated a lease renewal with Johnson Drive Duplex I, LLC, for a 10.5-year lease term from July 1, 2026 – December 31, 2036. The lease rate starts at \$1,205 per month and increases 4% each year of the lease period. A separate \$250 monthly fee will be included as contribution towards capital maintenance of the building; this fee will not be subject to increases throughout the contract term.

The agreement has been reviewed and approved by the City Attorney.

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

Funding Source: General Fund - Facilities

Budget Allocated: 2026 \$14,238

Finance Director Approval:

Recommendation: Approve the Lease Agreement with Johnson Drive Duplex I, LLC, for City Offices Located at 312B E. Nelson Street in Edgerton, KS.

Enclosed: Lease Agreement with Johnson Drive Duplex I, LLC

Prepared by: Levi Meyer, Parks and Recreation Director

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of **June 26th, 2026**, by and between **Johnson Drive Duplex I, LLC** ("Landlord"), and **City of Edgerton** ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant **Second Floor of 312 East Nelson Street property** (the "Premises") located at **312 East Nelson Street Suite B, Edgerton, KS 66021**.

TERM.

The lease term will begin on **July 1st, 2026** and will terminate on **December 31st, 2036**.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments payable in advance on the first day of each month. Lease payments shall be made to the Landlord at **13817 Pembroke Lane, Leawood, KS 66224** or made via ACH. The payment address may be changed from time to time by the Landlord. Rent increases annually based on the chart below and increases **January 1st** each following year.

RENT SCHEDULE – 10.5 YEAR TERM

Lease Year	Monthly Rent
Jul 2026 – Dec. 2026	\$1,205
2027	\$1,265
2028	\$1,315
2029	\$1,370
2030	\$1,425
2031	\$1,480
2032	\$1,540
2033	\$1,600
2034	\$1,665
2035	\$1,730
2036	\$1,800

CAPITAL MAINTENANCE FEE. The Tenant shall provide an additional payment of \$250 per month (\$3,000 annually) for Capital Maintenance costs. This fee shall apply throughout the term of this agreement but shall not be subject to annual increases unless agreed upon by both parties.

SECURITY DEPOSIT. Security Deposit of \$950 is still being held from first lease beginning 7/23/2018. No security deposit is required.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Business and storage purposes. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

GENERAL INSURANCE. Landlord shall not be liable to Tenant, and Tenant shall not be liable to Landlord, for any loss or damage caused by any of the perils or casualties enumerated in the standard fire, extended coverage, broad or special form policies, boiler and machinery policies or multi-peril physical damage policies and recovered by each party from its insurers, even if such fire or other casualty or peril resulted from the negligence of the other party; and to the extent of such recovery, each party hereto releases and waives all rights and claims against the other, and agrees to have its insurance policies properly endorsed if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

MAINTENANCE, REPAIRS, AND REPLACEMENT.

Landlord shall be responsible for maintaining the structural elements of the building, including the foundation, exterior walls and doors, windows, floors, entry areas, and roof in a manner that makes the Facility safe and free of hazards for use by the Tenant. Landlord shall also be responsible for maintaining in good repair plumbing, electrical, mechanical, fire suppression, heating, ventilation, and air condition systems serving the Premises.

Tenant shall be responsible for routine upkeep of the Premises and for maintaining the Premises in a clean and orderly condition, including but not limited to mow the grass; remove snow and ice from parking and sidewalk areas around the Facility; arrange for pest and insect control; and to contract for custodial services for the Premises. Tenant shall be responsible for securing the facility as well as the maintenance, repair, and replacement of all interior appliances serving the Premises, including any refrigerator, microwave, oven, range, dishwasher, washer, and dryer. The Tenant agrees to make all payments due for utilities used for the Site in a timely manner. The Tenant shall arrange fire suppression system inspections but shall determine responsibility for any necessary repairs with the Landlord.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:
REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

CASH BASIS COMPLIANCE. So as to prevent future city councils from being bound to the financial decisions of prior councils, Tenant and Landlord agree as follows:

- Under the **10-Year Term**, Tenant may lawfully terminate this lease at any time following **one hundred eighty (180) days' written notice** to Landlord in the manner provided for in the Notice provision below.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For each payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$5.00 per day, beginning with the day after the due date.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$30.00 for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or

incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent to Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

RIGHT OF FIRST REFUSAL. The parties recognize the possibility that the space rented by Landlord location below the Premises (the first floor of 312 East Nelson Street) may, during the life of this lease and any extensions, become available for rent. By signing this agreement Landlord hereby grants Tenant a right of first refusal, throughout the length of this Commercial Lease and any extensions, to occupy and rent the first floor of the Premises. In the event the property should become unoccupied the Landlord shall provide notice to Tenant of the upcoming availability of the first-floor location, and Tenant shall have thirty (30) days to inform Landlord of its intent to lease the property under terms substantially similar to those described in this lease but agreed upon by the parties in a separate Commercial Lease. Should Tenant fail to notify Landlord of its intent to rent the first-floor space within thirty days of written notice of its availability, the right of first refusal shall expire and the Landlord shall be free to market the property to any and all other renters.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Johnson Drive Duplex I, LLC
13817 Pembroke Lane
Leawood, KS 66224

TENANT:

City of Edgerton
312 East Nelson Street, Suite B
Edgerton, KS 66021

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Kansas.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

SIGNATURES ON NEXT PAGE

LANDLORD:
Johnson Drive Duplex I, LLC

By: _____ Date: _____
Cody Ketzner, Member

By: _____ Date: _____
Patrick Daly, Member

By: _____ Date: _____
Curtis Ketzner, Member

TENANT:
City of Edgerton

By: _____ Date: _____
Don Roberts, Mayor

By: _____ Date: _____
Dusti Callahan, City Clerk

By: _____ Date: _____
Todd Luckman, City Attorney

City Council Action Item

Council Meeting Date: June 25, 2026

Department: Utilities

Agenda Item: Consider Submittal of 5th Street Area Sanitary Sewer Project Application to Johnson County for Community Development Block Grant (CDBG) Funding for 2027

Background/Description of Item:

Each year Johnson County invites cities to submit applications for Community Development Block Grant (CDBG) funds made available by the federal government. Johnson County states that the primary goal of Johnson County's Community Development program is to provide federal financial assistance to eligible applicants for the purpose of community development. Toward this goal, the County has identified a number of strategic priorities.

1. Complete/advance existing projects approved by voters and the Board of County commissioners with efficiency and effectiveness.
2. Strengthen and finance the appropriate level of service to meet the needs of the County's vulnerable populations, pursuing innovative strategies.
3. Develop a creative and innovative vision for a transit plan that is fiscally stable.
4. Focus on developing innovative initiatives that enhance operational effectiveness and efficiency, levels of customer service and stewardship.

Typically, Edgerton has applied for CDBG projects every other year due to the fact that we apply for \$200,000, the two-year maximum award amount. For the 2027 CDBG Application City Staff plans to apply for a 2-year award of \$200,000 for 2027 to continue maximizing available outside funding to leverage city dollars to continue the replacement of aging city infrastructure.

The 2027 CDBG application was due to Johnson County on June 11, 2026. To meet the submission requirements, the City was required to publish a 14-day public notice prior to holding a public hearing at a City Council meeting. Johnson County has allowed the City to submit the public hearing documentation and project application approval following the June 25 City Council meeting.

The 5th Street Area Sanitary Sewer Project is an eligible Public Facilities and Improvement project for use of CDBG funds. Additionally, all of Edgerton is within a Census Block Group that qualifies for funding by area benefit. The Project would consist of Cured In Place Pipe (CIPP), Manhole Patches, and Point Repairs. Quantities of each repair type will be analyzed by an engineer but anticipated to be approximately three to six thousand (3,000-6,000) linear feet of CIPP. The

project will be sized to maximize budget dollars should the market change drastically before bidding occurs or the award amount differs from the amount applied for.

The project will continue the City's replacement of aging sanitary sewer infrastructure to reduce the amount of Inflow and Infiltration (I&I) from this area. I&I is the wastewater system receiving stormwater, then conveying it to the plant for treatment.

Cities who are interested in submitting a CDBG application to the County are required to obtain the views of citizens through at least one public hearing held before the City Council and advertised at least fourteen (14) days in advance in the city's newspaper of record. The public comment period begins on the day after publication. The City of Edgerton published a Public Hearing Notice in the paper of record on June 8, 2026. At the time of preparation of the packet, the City received no comments. The City will hold a Public Hearing on Thursday, June 25th prior to considering this item.

CDBG is a reimbursement program in which cities may apply for up to \$200,000 every two years, or \$100,000 annually. CDBG funds do not have a required match. In the approved 2026-2030 CIP, \$100,000 has been identified as matching dollars from the Sewer Fund in 2027. Staff recommends applying for \$200,000 CDBG funding for 2027, to be used together with matching dollars (\$100,000), from the sewer fund. If the City is not awarded funding for 2027, this project cannot advance and will be tabled until 2028. If the City is awarded all \$200,000, we would be ineligible to apply for funds in 2028.

This Project is currently included in the approved 2026-2030 Capital Improvement Plan. If the City is successful in being awarded a grant, staff will notify Council, and dependent on the amount of award, any suggested revisions in funding at a future Council meeting.

Related Ordinance(s) or Statue(s):

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

Budget Allocated: \$300,000

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Submittal of Application to Johnson County for 5th Street Area Sanitary Sewer Project Application to Johnson County for Community Development Block Grant (CDBG) Funding for 2027

Enclosed: Notice of Public Hearing

Prepared by: Rhoderic Montgomery – CIP Project Manager

NOTICE OF PUBLIC HEARING

Notice is hereby given to all interested parties, groups, and residents that the City of Edgerton will hold a public hearing on June 25, 2026 at 7:00 PM at the following location:

Edgerton City Hall, 404 E. Nelson Street, Edgerton, KS

The purpose of the public hearing is to receive input and funding proposals from the public on the possible use of Community Block Grant (CDBG) funds in resolving local community development and housing needs. CDBG funds may be used to carry out eligible activities including, but not limited to, housing rehabilitation, public improvements, economic development, and public services. All CDBG projects must address one of three national objectives: 1) benefit low and moderate income persons; 2) aid in the prevention or elimination of slums or blight; and/or 3) meet other community development needs having a particular urgency.

The City is considering an application to the Johnson County CDBG program for Fiscal Year 2027. Those interested in community development and housing needs in the City should attend and make their ideas known. Written comments are also invited.

Dated this 3rd of June, 2026

Dusti Callahan
City Clerk
404 E. Nelson Street
Edgerton, Kansas 66021
(913) 893-6231

First published in The Legal Record, Tuesday, June 9, 2026.

NOTICE OF PUBLIC HEARING

Notice is hereby given to all interested parties, groups, and residents that the City of Edgerton will hold a public hearing on **Thursday, June 25, 2026, at 7:00 PM** at the following location:

Edgerton City Hall, 404 E. Nelson Street, Edgerton, Kansas 66021

The purpose of the public hearing is to receive input from the public and funding proposals regarding the possible use of Community Development Block Grant (**CDBG**) funds for a **2027 CDBG project** involving local community development and housing needs. CDBG funds may be used to carry out eligible activities including, but not limited to, housing rehabilitation, public improvements, economic development, and public services. All CDBG projects must address one of three national objectives: 1) benefit low- and moderate-income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet other community development needs having a particular urgency.

The City is making an application to the Johnson County CDBG program for a **2027 CDBG project**. Those interested in community development and housing needs in the City should attend and make their ideas known. Written comments are also invited.

6/9 6/16 6/23

CONFIRMATION

L29633

The Legal Record

1701 E. Cedar St., Ste. 111
Olathe, KS 66062-1775
Phone: (913) 780-5790

Attention: Dusti Callahan

Mailing Address:

CITY OF EDGERTON
404 E NELSON
EDGERTON KS 66021-2149

Phone: 913-893-6231

We received the following legal notice for publication in The Legal Record. Please look over the publication dates below and the contact information above. Let us know if you have any changes.

Received By: Emily Kares

Date Received: 6/3/26

Publication: Hearing - 2027 CDBG Project

Case Number:

File Number:

Publication Dates: 6/9/26 6/16/26 6/23/26

EMAIL YOUR PUBLICATION TO US AT
notices@thelegalrecord.net

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We appreciate your business!

To: Mayor, Donald Roberts & City Council
From: Dan Merkh, Public Works Director
Subject: Water Meter Replacement Strategy
Date: June 25, 2026

The City installed Radio-read water meters in 2016. From that time until now, some of the meters have been changed due to failures, warranty items, etc. As they continue to age a strategy is needed to understand and predict costs. Water meters are a revenue-critical asset, which means operating them to failure is not a recommended model. At the time of purchase, there is a warranty that is full replacement for 10 years and declining percentage of replacement for each year from years 11 to 20.

I. Cliff Replacement style:

Key Assumptions

- **Total meters:** 700
- **Installed:** 2016
- **Expected life:** 20 years
- **Battery risk window:** years **15–17**
- **Planned replacement window:** years **13–20** (5 years total)
- **Unplanned failures:** **2–5 meters per year** (we'll plan for 4/year as an average)
- **Replacement cost:** **\$350 per meter**
- **City divided into:** 6 areas (used for operational staggering, not quantity changes)

Strategic Goals

1. **Avoid replacing meters younger than 13 years**
2. **Avoid a battery-failure cliff** in years 15–17
3. **Smooth annual budget impacts**
4. **Allow for unplanned replacements**
5. **Operationally rotate by area** to reduce disruption

Planned Replacement Schedule (Years 13–20)*

Years of Service	Year:	Planned:	Rationale:	Cost per Year: @\$350 ea.
13	2029	50	Early / High Risk	\$ 17,500
14	2030	75	Ramp up	\$ 26,250
15	2031	135	Battery risk begins	\$ 47,250
16	2032	160	Peak Failure Window	\$ 56,000
17	2033	135	Battery Risk Cont.	\$ 47,250
18	2034	85	Ramp down	\$ 29,750
19	2035	40	Cleanup	\$ 14,000

20	2036	20	Final Cleanup	\$	7,000
	Total:	700		\$	245,000

*Hold dollars for unplanned replacement

Area-Based Execution (Still Recommended)

With 6 areas:

- Replace **1 area per year** during low years (13, 19, 20)
- Replace **2–3 areas per year** during peak years (15–17)
- Leave flexible capacity in years 18–20 for:
 - Missed meters
 - Access issues
 - Complaints or failures

Summary:

“Meters will be proactively replaced beginning at year 13 of service, with the majority replaced between years 15 and 17 to mitigate known battery failure risk. Remaining meters will be replaced no later than year 20.”

This method is ideal for the 1st generation of assets. As the assets grow into 2nd and 3rd generations, this requires adjusting to a more sustainable asset management program.

II. Rolling Lifecycle Replacement style:

Use a modified version of the aforementioned Cliff Style of replacement, however spread the costs out to prevent a significant spike in dollars. Then move towards a model that is smaller, more predictable, and ideal for operating budgets. This rolling lifecycle process would be apply a general rule of thumb to all future generations after the 1st.

Key Assumptions

- Total meters: 700
- 16-year planned life: Based on manufacturer guidance (10 yr full warranty, pro rated until yr 20), industry experience, and observed battery performance, the City has established a target replacement age of approximately 16 years.
- Allowable window of replacement 14 to 18 years
- Hard stop at 20 years.

Therefore, $700/16=44$ meters/year

Generation 1 (highlighted in blue below) can be considered in our existing CIP program, or moved to budget. However, moving them to operating budget would show a spike in expenditures on the years of the increased replacement count. The operating budget would include \$13,500 for meter replacements at \$350 each. This cost would adjust as costs of meters increases over time. This cost would also adjust as Edgerton continues to grow beyond the 700 meters. Generally Generation 2 would begin replacement in 2037 at 45 meters per year. These meters could be the new ones installed at Dwyer Farms in 2024 as well as ones that were early replaced in Generation 1.

Rolling Lifecycle Replacement Strategy

Years of Service	Year:	Planned:	Rationale:	Meter Costs	Other*** (setter, ring/lid, pits)	Cost per Year:
10	2026	10		\$ 350	\$ 500	\$ 4,000
11	2027	45		\$ 350	\$ 500	\$ 18,000
12	2028	45		\$ 350	\$ 500	\$ 18,000
13	2029	75	Early / High Risk	\$ 350	\$ 500	\$ 30,000
14	2030	75	Ramp up	\$ 350	\$ 500	\$ 30,000
15	2031	80	Battery risk begins	\$ 375	\$ 530	\$ 34,240
16	2032	95	Peak Failure Window	\$ 375	\$ 530	\$ 40,660
17	2033	95	Battery Risk Cont.	\$ 375	\$ 530	\$ 40,660
18	2034	85	Ramp down	\$ 375	\$ 530	\$ 36,380
19	2035	50	Cleanup	\$ 375	\$ 530	\$ 21,400
20	2036	45	Final Cleanup	\$ 390	\$ 560	\$ 20,070
21	2037	45	Gen 2	\$ 390	\$ 560	\$ 20,070
22	2038	45	Gen 2	\$ 390	\$ 560	\$ 20,070
23	2039	45	Gen 2	\$ 390	\$ 560	\$ 20,070
24	2040	55	Gen 2**	\$ 390	\$ 560	\$ 24,530
25	2041	55	Gen 2**	\$ 415	\$ 590	\$ 26,070
26	2042	55	Gen 2**	\$ 415	\$ 590	\$ 26,070
27	2043	65	Gen 2**	\$ 415	\$ 590	\$ 30,810
28	2044	65	Gen 2**	\$ 415	\$ 590	\$ 30,810

29	2045	75	Gen 2**	\$ 415	\$ 590	\$ 35,550
30	2046	75	Gen 2**	\$ 430	\$ 620	\$ 36,900
	Total	1280				\$ 564,360

*Hold dollars for unplanned replacement

** Start increasing based on anticipated growth

*** Assume 10% of the meters will need replacement of "Other" items

	Gen 1
	Gen 2

Area Rotation

The City would be divided into 6 areas with 7 to 8 meters replaced per area per year. In the first generation of replacement, multiple areas would need to be replaced in the "bulge" years. These would be targeted to minimize disruption with other projects or maximize opportunities associated with other projects. Over future generations, areas might blend as replacement is strategized more as a life of asset rather than location. For example, while the plan is acted out annually, existing meters will break and after being replaced will start the clock timing of the next replacement.

Summary

We are transitioning from a one-time capital replacement of first-generation meters to a rolling lifecycle replacement program, where approximately 40–50 meters are proactively replaced each year and funded through operations, eliminating future capital spikes and reducing failure risk.

Considerations:

Watch for customer complaint frequency.

Test meters for accuracy periodically to ensure minimizing incorrect billing, more early on to help formulate data of our own system while balancing with proactive replacement.

Revise method is battery failure indicates 16 years is not adequate to mitigate risk of failure.