

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
December 11, 2025
7:00 P.M.**

Call to Order

1. Roll Call

____ Roberts ____ Longanecker ____ Lewis ____ Conus ____ Lebakken ____ Malloy

2. Welcome

3. Pledge of Allegiance

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

4. Approve Minutes from November 13, 2025, Regular City Council Meeting
5. Approve Application Consider Application FP2025-0001, Final Plat for Replat of Lot 26A and Tract E of Dwyer Farms Phase 1, Located At 20889 Starside Street.
6. Approve Appointment of Adam Draskovich to the City of Edgerton Planning Commission for a term ending in September 2028
7. Approve Resolution No. 12-11-25A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas
8. Approve Resolution No. 12-11-25B Consenting To The Execution Of Certain Documents Relating To The City's Industrial Revenue Bonds (ELHC VI, LLC Project), Series 2017, And Industrial Bonds ELHC VIII, LLC Project), Series 2016
9. Approve A Grant Agreement Between The Treasurer Of The State Of Kansas And The City Of Edgerton To Accept Funding Through The Build Kansas Matching Grant Of \$45,000 For The Edgerton Safety Action Plan.
10. Approve Renewal of a Cereal Malt Beverage License for Jay Kay Inc., DBA D's Mini Mart for 2026.
11. Approve Renewal of a Cereal Malt Beverage License for LVPKS LLC, DBA TA Express Edgerton for 2026.
12. Approve Cooperative Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services for 2026.
13. Approve Large Animal Permit for Michael Mabrey at 1200 West Braun Street
14. Approve Large Animal Permit for Glyn Powers at 1606 West 8th Street
15. Approve Termination And Release Of Permanent Drainage Easement At 31800 W. 196th Street, Edgerton, Kansas.

Motion: _____ Second: _____ Vote: _____

Regular Agenda

16. **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.

17. **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.

18. **Official Results of 2025 General Election**

- Edgerton Mayor:
Donald Roberts 139 Total Votes
Write-In 20 Total Votes

- Edgerton Council At-Large:
Joshua Lewis 131 Total Votes
Bill Malloy 116 Total Votes
Write-In 13 Total Votes

19. **Installation of Councilmembers.** The City Clerk will administer the Oath of Office to the newly elected Governing Body.

20. **Election of President of City Council.** The Governing Body will elect a new President of Council to serve as Mayor Pro-Tem in the event the Mayor is unable to preside over meetings.

Motion: _____ Second: _____ Vote: _____

21. **Presentation.** Presentation by Johnson County regarding Johnson County Consolidated Fire District No. 1 (JCCFD1) Advisory Board.

Business Requiring Action

22. **CONSIDER CHANGE ORDER #3 TO KANSAS HEAVY CONSTRUCTION, LLC FOR THE EAST 2ND STREET/EDGEWOOD AND EAST 3RD STREET RECONSTRUCTION PROJECT IN THE AMOUNT OF \$47,191.36.**

Motion: _____ Second: _____ Vote: _____

23. **CONSIDER CHANGE ORDER #1 TO SUNFLOWER PAVING, INC. FOR THE 2025 STREET PRESERVATION PROGRAM CURB WORK IN THE AMOUNT \$10,554.24.**

Motion: _____ Second: _____ Vote: _____

24. CONSIDER AGREEMENT FOR MANHOLE INSPECTIONS WITH TREKK DESIGN GROUP LLC.

Motion: _____ Second: _____ Vote: _____

25. CONSIDER AN AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2026

Motion: _____ Second: _____ Vote: _____

26. CONSIDER AGREEMENT WITH JOHNSON COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES AT THE GREENSPACE IN EDGERTON, KANSAS

Motion: _____ Second: _____ Vote: _____

27. CONSIDER ADOPTION OF THE WATER AND SEWER TECHNICAL SPECIFICATIONS AND STANDARD DETAIL

Motion: _____ Second: _____ Vote: _____

28. Report by the City Administrator

- HOME Grants 2025 Year-End Report
- Senior Property Tax Rebate 2025 Year-End Report

29. Report by the Mayor

30. Future Meeting Reminders:

- December 25: City Council Meeting - CANCELLED
- January 8: City Council Meeting
- January 13: Planning Commission Meeting
- January 22: City Council Meeting
- February 10: Planning Commission Meeting
- February 12: City Council Meeting
- February 26: City Council Meeting

31. Adjourn

EVENTS

December 12: Kids Night Out

December 23: Toddler Gym Jam

January 6: Culinary Kids – Mac & Cheese

January 9: Mocktail Class

January 24: Cultural Passport

January 27: Toddler Gym Jam

City of Edgerton, Kansas
Minutes of City Council Regular Session
November 13, 2025

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on November 13, 2025. The meeting convened at 7:00 PM with City Council Mayor Roberts presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator, Beth Linn
Assistant to the City Administrator, Kara Banks
Assistant to the City Administrator, Trey Whitaker
City Clerk, Dusti Callahan
Public Works Director, Dan Merkh
Finance Director, Karen Kindle
Development Services Director, Zach Moore
Parks and Recreation Director, Levi Meyer
Todd Veeman, Construction Inspector
Maintenance Technician II, Colton Hamilton
Customer Service Representative, Hailey Vaughn

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 October 23, 2025, Regular City Council Meeting
5. Approve Large Animal Permit for Galaz Trust at 1300 West Braun Street
6. Approve Large Animal Permit for Darren Seute at 1313 West 8th Street
7. Approve Large Animal Permit for Darius Crist at 510 West Braun Street
8. Approve Large Animal Permit for Marvin Vail at 1405 West 8th Street
9. Approve A New Cereal Malt Beverage License For Maverik Inc. Dba Maverik Inc. #760
10. Approve Letter of Understanding with Johnson County Human Services for 2026 Utility Assistance

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

11. Approve Year-End Longevity Bonus for Employees
12. Approve Ordinance No. 2187 Providing for the Range of Salaries and Compensation of Various City Officers and Employees

Councilmember Lewis moved to approve, seconded by Councilmember Lebakken to approve Items 4 - 12. The motion carried 4-0 by the following vote:

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

Regular Agenda

13. **Declaration.** Council members had nothing to declare.
14. **Public Comments.** There were no public comments made.
15. **Introduction of New Employee**

Assistant City Administrator, Kara Banks, introduced new Customer Service Representative, Hailey Vaughn. Hailey works at the front desk and supports Public Works and Community Development as well.

Hailey stated she is excited to be at Edgerton. Hailey grew up in Gardner and graduated from GEHS. Mayor and Council welcomed her.

Business Requiring Action

16. CONSIDER 2026 FUNDING RECOMMENDATIONS FOR THE HUMAN SERVICE FUND

Erika Garcia Reyes with the Human Service Fund (HSF) thanked Council for allowing her to present on the 2026 funding recommendation for HSF. She appreciates sharing all the work the Human Service Fund review committee did over the summer. She thanked the City for participating in the HSF since 2012. United Community Services (UCS) is a non-profit community planning organization serving Johnson County. HSF is a City-County partnership that supports priority health and human services managed by UCS since 1990. General tax dollars are awarded to nonprofits that provide essential services which operate vital health and human service programs that meet the needs of Johnson County residents. HSF focuses on programs that address the well-being, personal safety and stability of Johnson County residents. Primary beneficiaries are residents at or below 200% FPL (\$53,330 for a family of 3). Since 1990, over \$8.5M in funds have been awarded through HSF to support Johnson County residents in need.

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Ms. Garcia Reyes shared the highlights of the program. In 2024, over 65,000 Johnson County residents were able to access over 200,000 units of service like nights of safe shelter, healthcare and mental health and behavioral care, food, rental and utility assistance, job training, financial counseling and more. Regular grants totaling \$463,886 were recommended for 17 programs. These programs include CASA, Catholic Charities, Center of Grace, El Centro, Foster Adopt Connect, Growing Futures, Health Partnership Clinic, Hillcrest Ministries, HopeBUILDERS, Inclusion Connections, Kansas Children's Service League, KidsTLC, NCircle, SafeHome, Salvation Army Family Lodge, and Sunflower House. Pathways to Hope was not recommended this coming year. Overall, the total allocated funds for 2026 are \$473,880. You are encouraged to register for UCS Annual Meeting on Friday, December 12, at 8am at Johnson County Community College.

Councilmember Longanecker asked about Pathway to Hope not being recommended. Ms. Garcia Reyes responded that organization went through impactful leadership changes and changes in programming. The delayed reporting has UCS not feeling comfortable about funding that organization.

Mayor stated that this is a great partnership for UCS to help guide this, because all the organizations that receive funding have to report back on what they have done or did not do and the goals they met or did not meet, which dictates future funding for UCS.

Ms. Linn stated based on the number that Erica provided, she believes it is one of the most highly used programs, reaching 76 residents in the last year. They do a great job reaching out for people to get help.

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

Yes: Longanecker, Lewis, Conus, Lebakken

Absent: Malloy

17. CONSIDER RESOLUTION 11-13-25A CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XXXII, LLC PROJECT), SERIES 2016

City Administrator, Beth Linn, stated the City issued two series of bonds in 2016 to construct two warehouses and distribution facilities. This resolution assigns the bonds for IP 32, located on 196th Street, to SparrowHawk LLC. SparrowHawk is an experienced sponsor for industrial assets. They were founded in 2011 and have built a good reputation across commercial real estate.

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

Yes: Longanecker, Lewis, Conus, Lebakken

Absent: Malloy

18. CONSIDER RESOLUTION 11-13-25B CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XXXI, LLC PROJECT), SERIES 2016

City Administrator, Beth Linn, stated this is similar to item 17 (listed above). This assignment is for IP 31 located on 196th Street. The resolution assigns the bond lease, lease agreement and other bond documents to DAMAC, another experienced sponsor for industrial assets. They hold two real estate assets in the US worth over \$200 million, as well as more assets around the globe.

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

Yes: Longanecker, Lewis, Conus, Lebakken

Absent: Malloy

19. CONSIDER A CONTRACT WITH ELEVATEEDGERTON! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2026

James Oltman, President of ElevateEdgerton!, addressed the Council about the contract for 2026. This contract is the same terms from previous years. Funding levels are the same, and everything else is staying the same. He reviewed the accomplishments in 2025, including the Dwyer Farms subdivision, Project Dynamite, and the two new businesses that opened in May – IHOP and Scoopy's Cafe. Maverik will be opening in December. He is very excited about what that can mean for future development out at the Edgerton crossing. Directly south of Maverik are two spots, and he is looking to fill those with prospects.

Mayor stated that 2025 was a great year. He stated as things trend, there are more opportunities to be successful. He thanked Mr. Oltman for his work to bring new business to Edgerton.

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

Yes: Longanecker, Lewis, Conus, Lebakken

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Absent: Malloy

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

Parks & Rec Director, Levi Meyer, addressed the Council on the agreement with the Edgerton Community Museum. The Museum opened in 2013, adjacent to City Hall. The agreement continues this arrangement for 2026, stating the Museum will pay the City \$1 for the entire annual 2026 term.

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

Yes: Longanecker, Lewis, Conus, Lebakken

Absent: Malloy

Mayor donated the payment on behalf of the Edgerton Community Museum.

21. CONSIDER RESOLUTION 11-13-25C APPROVE BALLOT LANGUAGE FOR DEDICATED SPECIAL SALES TAX

Assistant to the City Administrator, Trey Whitaker, addressed the Council on Resolution 11-13-25C. He stated the local tax/special sales tax requires voter approval. This would make sales tax in Edgerton 9.975%. The 1% special sales tax is strictly for the purposes of city infrastructure improvements to stormwater and street infrastructure including stormwater structures and facilities, streets, curb and gutters, sidewalks, bridges, streetlights, and other adjacent public use infrastructure needs. The timeline for this process is as follows.

November 2025 - City staff submits approved ballot language
December 2025 – Approval from the Secretary of State to hold mail ballot election
January 2026 – Public Notice of Election with the official newspaper
February 2026- Ballots delivered to electors by US Mail
March 3, 2026 – Election Day
March 16, 2026 – Final Canvas prior to certification of election

If approved, the special sales tax begins October 1, 2026, and first distribution of funds will be December 1, 2026. This special sales tax has a sunset period of 10 years.

City Administrator, Beth Linn, stated that approving the ballot language is most important right now. Levying 1% special purpose sales tax within the City for the purposes of City infrastructure improvements to stormwater and street infrastructure including stormwater

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structures and facilities, streets, curb and gutters, sidewalks, bridges, streetlights, and other adjacent public use infrastructure needs. This is the first step in the process.

Mayor pointed out this is a time limited tax – only for 10 years and then voters would have to approve it again. The City will have projects that exceed \$7 million, which is what this tax is estimated to bring in over the next decade. He pointed out that the report says 82% of sales tax comes from businesses at LPKC, and 18% from the residential businesses. The beauty of this is Edgerton is getting outside funding sources to pay for our own infrastructure. It is important to be as transparent as we can for this process. He added we are not the only city around us that does special sales tax. Places like Ottawa, Gardner, and Olathe all have it.

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

Yes: Longanecker, Lewis, Conus, Lebakken

Absent: Malloy

22. CONSIDER CHANGE ORDER NO. 1 AND FINAL ACCEPTANCE FOR CONTRACT WITH BRAUN INTERTEC TO EVALUATE THE CONCRETE SCALING OF EXTERIOR PAVEMENT AT THE GREENSPACE

Public Works Director, Dan Merkh, gave an overview of the change order. During the winter of 2024, noticeable concrete flaking and scaling occurred at The Greenspace. This was not from the application of salt or ice melt. It was a weak developed concrete surface. Staff shared the update at the last meeting with council. Change Order #1 is additional time on site, additional hours of analysis, project management, and reporting. The total contract amount is still within the remaining project budget.

City Administrator, Beth Linn, stated this is an industry-wide problem, involving the finishing and curing practices. She appreciates the willingness to partner through this process with our contractor, Combes Construction. The governing body has proposed a price split for the final payment for this order. We met on site with the entire design team, staff, Combes, and the supplier. We walked through the entire site and identified the concrete needing fixed. They sealed the concrete 3 weeks ago and will come back in the Spring to walk again and look at any deterioration to replace. This Change Order also includes an extension of the warranty. This is a strong highlight of the kind of company Combes is and how they stand behind their work.

Mayor stated that even the subcontractor was a tremendous asset to this, and Giger, the supplier. The problem was more than just Edgerton. This was not communicated well by the concrete distributors. The memo of the process to fix this came out well after our project had already been poured. There will be industry changes. It took everyone by surprise, and we cannot overstate our thanks enough.

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Mr. Merkh added they have a new added mixture in order to prevent this further issue.

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

Yes: Longanecker, Lewis, Conus, Lebakken

Absent: Malloy

23. Report by the City Administrator

- Distribution of Draft Technical Specifications

Public Works Director, Dan Merkh, handed out sewer and water technical specifications to the Governing Body. He stated having the City set specific standards provides more accessible expectations for developers. These draft specifications are for council and Mayor to review before we bring these back for the December 2025 agenda. These specifications require approval from KDHE, and they have already approved them.

City Administrator, Beth Linn, stated this is the first wave of more to come. As the City grows, this is us growing to protect our future and show the development community what expectations are from the jump.

Councilmember Longanecker asked if we had specifications before this.

Ms. Linn stated we did not specifically, we referenced from other cities. This is our ability to show what we want now.

Mayor stated this will add more accountability for projects.

Ms. Linn echoed the staff's perspective that the new specifications lay out to the development community what our expectations are so that we do not have to do it for them. It is very easy to say to an engineering team that we have them on the website, we look forward to you reviewing them and showing us the plans in your development that match those.

Councilmember Lewis likes that this will not bog down staff and resources.

Ms. Linn says this will help save developers money and time, too.

- Trivia Night

Ms. Linn invited the Council and the community to Trivia Night on November 14th in The Greenspace. This is the largest fundraiser for the Mayor's Christmas Tree Fund.

24. Report by the Mayor

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Mayor has no report further that what was said from City Administrator, Beth Linn, regarding the Mayor's Christmas Tree Charity Trivia. Mayor would like to say thank you to veterans for their service, all those present, past, and future.

Mayor reminded the Council of the future meetings for the Council and Planning Commission, as well as the events scheduled at The Greenspace.

- November 14: Mayor's Christmas Tree Charity Trivia
- November 15: Woman's Self Defense Training with T.A.K.E
- November 18: Planning Commission Meeting
- November 21: Charcuterie Board Class
- November 22: Breakfast with Santa
- November 25: Toddler Gym Jam
- November 27: City Council Meeting – CANCELLED
- December 2: Culinary Kids – Fudge
- December 3: Gift Wrapping Workshop
- December 6: Homemade Pop Tarts
- December 7: Gingerbread Faceoff
- December 9: Planning Commission Meeting
- December 11: City Council Meeting
- December 12: Kids Night Out
- December 23: Toddler Gym Jam
- December 25: City Council Meeting - CANCELLED
- January 8: City Council Meeting
- January 13: Planning Commission Meeting

25. **Adjourn**

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

Yes: Longanecker, Lewis, Conus, Lebakken

Absent: Malloy

The meeting was adjourned at 7:58 pm.
Submitted by Dusti Callahan, City Clerk.

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City Council Action Item

Council Meeting Date: December 11, 2025

Department: Community Development

Agenda Item: Consider Application FP2025-0001, Final Plat for Replat of Lot 26A and Tract E of Dwyer Farms Phase 1, Located At 20889 Starside Street.

Background/Description of Item:

The City of Edgerton has received Application FP2025-0001 for the Final Plat of *Replat of Dwyer Farms, Lot 26A and Tract E* located at 20889 Starside Street which is at the northwest corner W. 8th Street and W. 209th Street. This Final Plat request is a replat that will move the southeastern property line between Lot 26 and Tract E approximately five (5) feet to the northwest to accommodate the location of a monument sign that was constructed over the existing lot line. Tract E will remain dedicated to be used as a monument sign tract, and there are no new public dedications included with this replat.

The original plat for Dwyer Farms Phase 1 (PUD2023-01) was approved by the Planning Commission on June 13, 2023 and by the Governing Body on June 22, 2023. It was then recorded with Johnson County on October 27, 2023. A revised PUD was approved for a monument sign to be provided on the existing Tract E on March 12, 2024. Upon completion of construction of the sign, it was identified that the sign had inadvertently been constructed on top of the existing lot line between the existing Lot 26 and Tract E. Instead of dedicating a sign easement or physically moving the sign, the applicant has opted to submit a replat move the lot line.

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

The Planning Commission voted to recommend approval of the Final Plat (FP2025-0001) for *Replat of Lot 26A and Tract E of Dwyer Farms Phase 1* with a 5-0 vote at their meeting on November 18, 2025.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Application FP2025-0001, Final Plat for Replat of Lot 26A And Tract E of Dwyer Farms Phase 1, Located At 20889 Starside Street, Edgerton, Kansas.

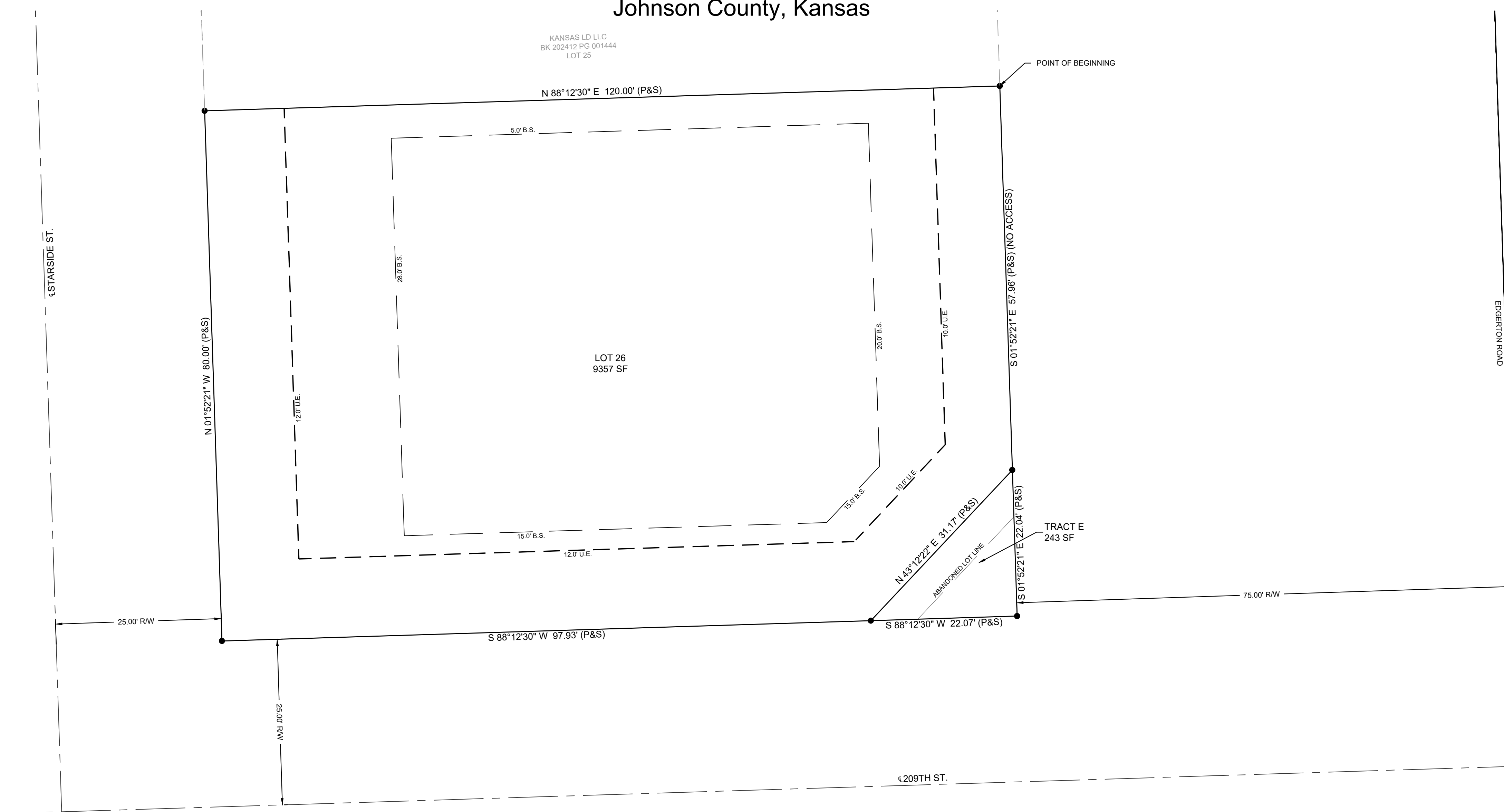
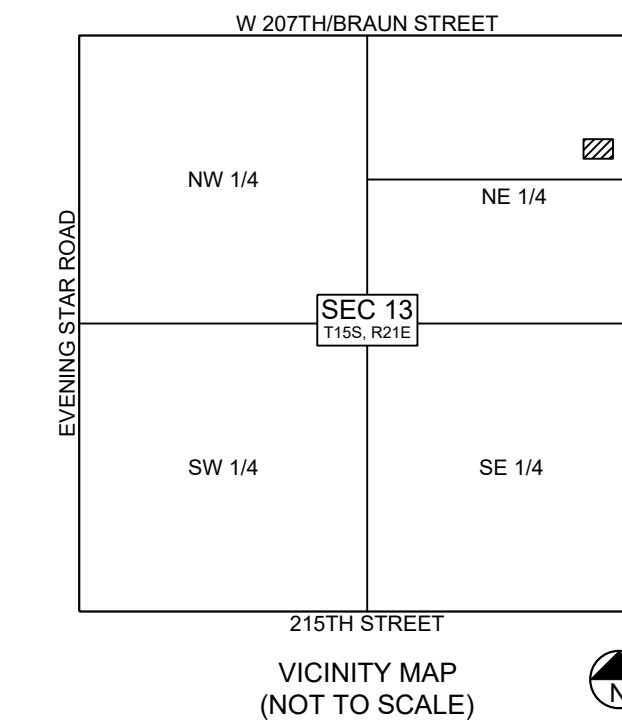
Enclosed:

- Final Plat dated October 2025.
- Staff Report from November 18, 2025 Planning Commission including Final Plat Application FP2025-0001
- Excerpt of November 18, 2025 Planning Commission Meeting Draft Minutes – *Replat of Lot 26A and Tract E, Dwyer Farms Phase 1* portion only.

Prepared by: Zachary Moore, Development Services Director

Dwyer Farms East Sign Easement Addition

A Replat of all of Lot 26 and Tract E of Dwyer Farms Phase 1, a Subdivision of Land in Section 13, Township 15, Range 21 in the City of Edgerton, Johnson County, Kansas



DESCRIPTION:

Lot 26 and Tract E, Dwyer Farms, Phase I, a subdivision in the City of Edgerton, Johnson County, Kansas, according to the recorded plat thereof, prepared by Matthew L. Brenizer, PS-1316, November 10, 2025.

OWNER'S CERTIFICATE

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

The undersigned proprietors to the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "A Replat of Lot 26A and Tract E of Dwyer Farms".

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

The undersigned proprietors of the above described land hereby consent and agree that a license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance of an entry feature type sign on Tract E is hereby granted.

The undersigned proprietors of the above described land hereby consent and agree that the Board of County Commissioners of Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use from the lien and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated shall become and remain a lien on the remainder of this land fronting and abutting on such dedicated public ways or thoroughfares.

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels, and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, avenues, and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility, or corporation on said parts of the land so dedicated, and any pipes and wires, conduits, ducts, or cables heretofore installed proposed improvements as now set forth, the undersigned proprietors hereby absolve and agree to indemnify the City of Edgerton from any expense incident to the relocation of any such existing utility installations within said prior easement.

Given under my hand at _____, Kansas this _____ day of _____, 2025.

Kansas LD, LLC.

Scott A. Peters, Resident Agent

NOTARY CERTIFICATE

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

BE IT REMEMBERED, that on this _____ day of _____, 2025, before me, the undersigned, a notary public in and for the County and State aforesaid, came _____
Scott A. Peters, Resident Agent of Kansas LD, LLC.

who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same for himself and the use and purposes herein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year last above written.

Notary Public

My Commission Expires: _____

CERTIFICATE OF THE ZONING ADMINISTRATOR

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

APPROVED BY, the Zoning Administrator of the City of Edgerton, Johnson County, Kansas, this _____ day of _____, 2025.

Zachary Moore, Zoning Administrator

CERTIFICATE OF THE GOVERNING BODY

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

APPROVED BY, the Governing Body of the City of Edgerton, Johnson County, Kansas, this _____ day of _____, 2025.

Donald Roberts, Mayor ATTEST Dusti Callahan, City Clerk

CERTIFICATE OF THE REGISTER OF DEEDS

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

This instrument was filed for record on the _____ day of _____ A.D. 2025, at _____ o'clock _____ M. and duly recorded in Book _____ on Page _____.

Amy Meeker-Berg, Register of Deeds

CERTIFICATE OF THE PLANNING COMMISSION

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

APPROVED BY, the Planning Commission of the City of Edgerton, Johnson County, Kansas, this _____ day of _____, 2025.

Tina Mathos, Chairman Jordyn Mueller, Secretary

SURVEYOR'S CERTIFICATE

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

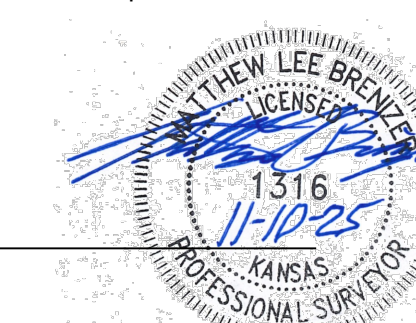
I, the undersigned, do hereby certify that I am a Professional Surveyor in the State of Kansas, with experience and proficiency in land surveying; and that the heretofore described property was surveyed and subdivided by me, or under my supervision, that all subdivision regulations have been complied with in the preparation of this plat, and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Given under my hand and seal at Mission, Kansas this 20th day of October A.D., 2025.

Fieldwork for this project was completed on 1-13-2023.

SMH Consultants

Matthew Lee Brenizer, P.S.



Reviewed in accordance with KSA 58-2005 on this _____ day of _____, 2025.

Approved: _____

License Number: _____ Date: _____

LEGEND

- 1/2"x24" Rebar w/CL566 Cap Found or Set
- (S) Surveyed Dimension
- (P) Platted Dimension

LOT AREA	
LOT 26A	9,357 SF
TRACT E-1	243 SF

Notes:

No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, except as platted, as per agreement with the landowner.

There are no lines of possession that affect this survey.

No gaps or overlaps exist.

Parent tract is recorded in Book 202310, Page 3098, Register of Deeds Office, Johnson County, Kansas.

No existing buildings are shown, as per agreement with the owners.

All building setback requirements shall be determined by the zoning district, unless otherwise noted.

Zoning: "PUD"

All lots shown on this plat are serviced by Public Water and/or Sewer.

Lot Area:

Building Setbacks:
Front Yard = 28.0 feet
Rear Yard = 20.0 feet
Side Yard = 5.0 feet
Corner Lot Front Yards = 28.0 feet
Corner Lot Side Yard Facing ROW = 15.0 feet

Boundary closure error of 1/774116 for Lot 26A and 1/150564 for Tract E-1.

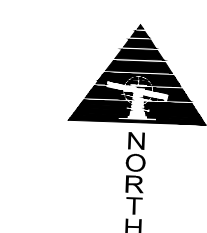
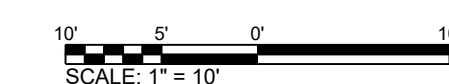
Bearings are based on NAD-83 Kansas State Plane datum, North Zone.

Floodplain Note:

Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20091C0132G, effective date, August 3, 2009.

Utility Notes:

Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.



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Drawn By: FCS Project 2412-0467 TDS #88

OCTOBER 2025

REPLAT OF LOT 26A AND TRACT E OF DWYER FARMS PHASE 1

Application FP2025-0001
20889 Starside Street

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of a Replat of Lot 26 and Tract E of Dwyer Farms located at 20889 Starside Street.

Owner and Applicant

Justin Cox,
Agent, Kansas
LD, LLC

Existing Zoning and Land Use

The property was rezoned to City of Edgerton PUD (Planned Unit Development) District on April 14, 2022 (Ord. 2113). The property is currently vacant.

Parcel Size

0.22± acres

Staff Report Prepared by

Chris Clinton



BACKGROUND

1. *Proposal*

This Replat request is being made to ensure that a subdivision monument sign is fully within a common Tract. Tract E is dedicated as a Subdivision Sign and is just over 112 square feet. This proposal will increase Tract E to 243 square feet. As a result, Lot 26 will decrease from 9,487.81 square feet to 9,357 square feet and will be developed with a single-family residence. With this replat, Tract E will contain the entire existing monument sign at the northwest corner of W. 8th Street and W. 209th Street. Tract E will be owned maintained by the homeowner's association (HOA).

2. *Subject Site History*

The subject property was annexed on April 14, 2022 and later rezoned to the PUD (Planned Unit Development) District on August 11, 2022 under the terms and conditions of Ordinance 2113. A Conceptual Plan for the Dwyer Farms subdivision (PUD2022-01) was approved by the Governing Body on August 11, 2022 as well, under the terms and conditions of Ordinance 2114. The subject property is part of Phase 1 of the subdivision development. The Final PUD Plan/Plat for Phase 1 (PUD2023-01) was recommended for approval by the Planning Commission on June 13, 2023 and later approved by the Governing Body on June 22, 2023. On March 12, 2024, the Planning Commission approved minor changes to the previously approved development to include the signs. Figure 1 below is a photo of the sign that is currently located on the property line between Lot 26 and Tract E.



Figure 1

FINAL PLAT REVIEW

City staff has reviewed the Final Plat submittal for compliance with the requirements in Sections 13.3.G and 13.8 of the Unified Development Code (UDC). This replat proposes abandoning the existing lot line between Lot 26 and Tract E and moving the line northwest. Relocating the lot line will result in an increase of 130.82 square feet of Tract E. The replat will also rename the lot and tract to Lot 26A and Tract E. The City Engineer has recommended that utility companies review the plat for any additional easements that might be needed. The plat must meet the Johnson County Subdivision Plat requirements as well. The replat is compliant with the UDC and other City requirements.

NOTICE OF CITY CODES AND PERMITS

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

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

DOCUMENTS INCLUDED IN PACKET

Sheet #	Title	Date on Document
1	Final Plat	October 2025

STAFF RECOMMENDATION

City Staff recommends approval of Final Site Plan **Application FP2025-0001** *Replat of Lot26A and Tract E of Dwyer Farms Phase 1*, subject to the following stipulations:

1. The applicant must meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton UDC, and all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton UDC.
2. The Final Plat must comply with the Johnson County Subdivision Plat requirements prior to recording.

Note: For application FP2025-0001 the Planning Commission and the Governing Body must review and approve. The Final Plat will be presented to the Governing Body on December 11, 2025.

A Replat of Lot 26A and Tract E-1 of Dwyer Farms Phase 1 Johnson County, Kansas

DESCRIPTION:

Lot 26 and Tract E-1, Dwyer Farms, Phase I, a subdivision in the City of Edgerton, Johnson County, Kansas, according to the recorded plat thereof, more particularly described by Matthew L. Brenizer, PS-1316, September 8, 2025 as follows:

Beginning at a 1/2" reinforcing steel bar with a 1" plastic cap stamped "SMH CLS 66", hereinafter referred to as a 1/2" RSBC, found at the Northeast corner of said Lot 26, which is also the Southeast corner of Lot 25, said Dwyer Farms Phase I, thence S 01°52'21" E along the Easterly line of said Lot 26 and the Westerly right-of-way line of Edgerton Road, 57.96 feet to a 1/2" RSBC set at the Northeast corner of said Tract E, which is also a corner of said Lot 26; thence continuing along a prolongation of the previously described course, along said Westerly right-of-way line of Edgerton Road and the Easterly line of said Tract E, 22.04 feet to a 1/2" RSBC found at the Southeast corner of said Tract E and on the Northerly right-of-way line of 209th Street; thence S 88°12'30" W along the Southerly line of said Tract E and said Northerly right-of-way line of 209th Street, 22.07 feet to a 1/2" RSBC set at the Southwest corner of said Tract E, which is also a corner of said Lot 26; thence continuing along a prolongation of the previously described course, along said Southerly line of said Lot 26 and said Northerly right-of-way line of 209th Street, 97.93 feet to a 1/2" RSBC found at the Southwest corner of said Lot 26 and on the Easterly right-of-way line of Starside Street, thence N 01°52'21" W along the Easterly line of said Lot 26 and said Easterly right-of-way line of Starside Street, 80.00 feet to a 1/2" RSBC found at the Northwest corner of said Lot 26, which is also the Southwest corner of said Lot 25, thence N 88°12'30" E along the Northerly line of said Lot 26, which is also the Southerly line of said Lot 25, 120.00 feet to the point of beginning, containing 0.22 acres, subject to easements and rights-of-way of record.

OWNER'S CERTIFICATE

STATE OF KANSAS }
COUNTY OF JOHNSON } SS

The undersigned proprietors to the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "A Replat of Lot 26A and Tract E-1 of Dwyer Farms Phase 1".

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

The undersigned proprietors of the above described land hereby consent and agree that a license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance of an entry feature type sign on Tract E-1 is hereby granted.

The undersigned proprietors of the above described land hereby consent and agree that the Board of County Commissioners of Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public uses and thoroughfares, or parts thereof, for public use from the lien and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated shall become and remain a lien on the remainder of this land fronting and abutting on such dedicated public ways or thoroughfares.

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels, and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, avenues, and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility, or corporation on said parts of the land so dedicated, and any pipes and wires, conduits, ditches, or cables heretofore installed proposed improvements as now set forth, the undersigned proprietors hereby assent and agree to indemnify the City of Edgerton from any expense incurred to the relocation of any such existing utility installations within said prior easement.

Given under my hand at _____, Kansas this _____ day of _____, 2025.
Kansas LD, LLC.

Scott A. Peters, Resident Agent

NOTARY CERTIFICATE

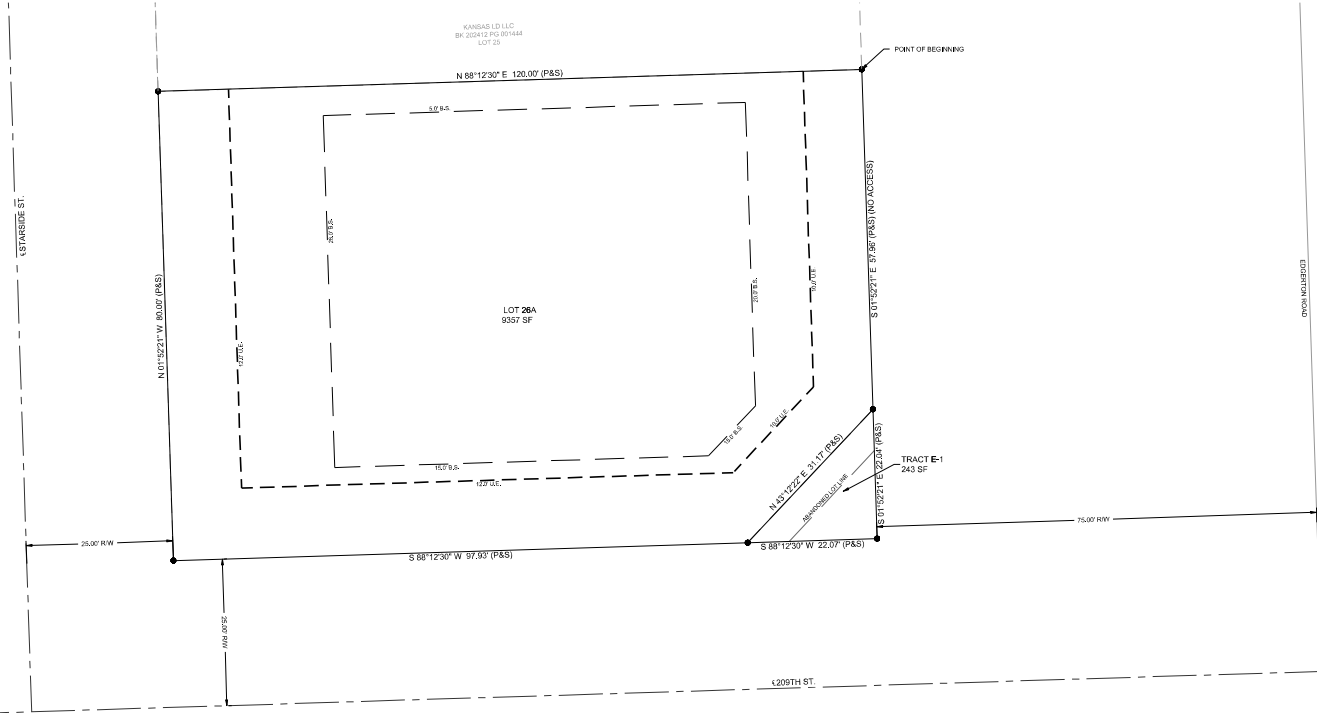
STATE OF KANSAS }
COUNTY OF JOHNSON } SS

BE IT REMEMBERED, that on this _____ day of _____, 2025, before me, the undersigned, a notary public in and for the County and State aforesaid, came _____, this _____ day of _____, 2025.
Scott A. Peters, Resident Agent of Kansas LD, LLC.

who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same for himself and the use and purposes herein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year last above written.

Notary Public
My Commission Expires: _____



CERTIFICATE OF THE ZONING ADMINISTRATOR

STATE OF KANSAS }
COUNTY OF JOHNSON } SS

APPROVED BY, the Zoning Administrator of the City of Edgerton, Johnson County, Kansas, this _____ day of _____, 2025.

Zachary Moore, Zoning Administrator

CERTIFICATE OF THE REGISTER OF DEEDS

STATE OF KANSAS }
COUNTY OF JOHNSON } SS

This instrument was filed for record on the _____ day of _____, A.D. 2025, at _____ o'clock _____ M., and duly recorded in Book _____ on Page _____.

Amy Meeker-Berg, Register of Deeds

SURVEYOR'S CERTIFICATE

STATE OF KANSAS }
COUNTY OF JOHNSON } SS

I, the undersigned, do hereby certify that I am a Professional Surveyor in the State of Kansas, with experience and proficiency in land surveying; and that the heretofore described property was surveyed and subdivided by me, or under my supervision, that all subdivision regulations have been complied with in the preparation of this plat, and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Given under my hand and seal at Mission, Kansas this _____ day of _____, A.D., 2025.

Fieldwork for this project was completed on 1-13-2023.

SMH Consultants

Matthew Lee Brenizer, P.S.



CERTIFICATE OF THE PLANNING COMMISSION

STATE OF KANSAS }
COUNTY OF JOHNSON } SS

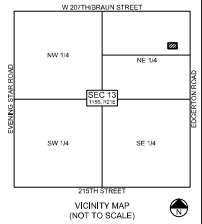
APPROVED BY, the Planning Commission of the City of Edgerton, Johnson County, Kansas, this _____ day of _____, 2025.

Tina Mathos, Chairman
Jordyn Mueller, Secretary

Reviewed in accordance with KSA 58-2005 on this _____ day of _____, 2025.

Approved: _____

License Number: _____ Date: _____



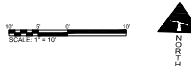
LEGEND

- 1/2" x 24" Rebar w/CL586 Cap Found or Set
- (S) Surveyed Dimension
- (P) Platted Dimension

LOT AREA	
LOT 26A	6,337 SF
TRACT E-1	243 SF

Notes:
No assessments, restrictions, reservations, methods, or other matter of record, if any, affecting the title of this property are shown, except as stated, as per agreement with the landowner.
There are no fees of possession that affect this survey.
No gaps or overlaps exist.
Parent tract is recorded in Book 20210, Page 3068, Register of Deeds Office, Johnson County, Kansas.
No existing buildings are shown, as per agreement with the owners.
No building setback requirements shall be determined by the zoning official, unless otherwise noted.
Zoning: "R-30"
All easements shown on this plat are serviced by PUBLIC Water and/or Sewer.
Lot Area:
Building Setbacks:
Front Yard = 25.0 feet
Rear Yard = 20.0 feet
Side Yard = 5.0 feet
Corner Lot Front Yard = 28.0 feet
Corner Lot Side Yard Facing ROW = 15.0 feet
Boundary closure error of 1/774116 for Lot 26A and 1/155564 for Tract E-1.
Bearings are based on NAD-83 Kansas State Plane datum, North Zone.
Floodplain Note:
River Basin Flood Zone "X", an area determined to be outside the 0.2% annual chance floodplain (FEMA FIRM (Flood Insurance Rate Map) Community Flood Number 2009-02032D, effective date, August 3, 2009).

Utility Notes:
Any utility conduits that locate facilities in any easement shall have the right to locate, remove, relocate, cut and bear away any trees, limbs, vines and branches on the utility easement or on any future area and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement where, in the utility company's judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress and egress from the utility easement and contiguous lands subject to the plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.



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Drawn By: FCS Project 2412-0467 TDS #88

OCTOBER 2025

**PLANNING COMMISSION
November 18, 2025 Minutes**

A special session of the Edgerton Planning Commission (the Commission) was held in the Edgerton City Hall, 404 E. Nelson Street, Edgerton, Kansas on November 18, 2025. The meeting was convened when Chair Tina Mathos called the meeting to order at 7:00 PM.

1. ROLL CALL

Jeremy Little	present
Tina Mathos	present
Adam Draskovich	present
Ray Soemer	present
Jordyn Mueller	present

With a quorum present, the meeting commenced.

Staff in attendance: Zachary Moore, Development Services Director
Chris Clinton, Planning and Zoning Coordinator
Hailey Vaughn, Customer Services Representative II

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

CONSENT AGENDA

4. Minutes from October 14, 2025 Planning Commission Meeting.
5. Final Plat FP2025-0001 Replat of Lot 26A and Tract E-1 of Dwyer Farms Phase 1.

Commissioner Mueller moved to approve the Consent Agenda. The motion was seconded by Commissioner Little. The Consent Agenda was approved, 4-0.

Regular Agenda

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

New Business

7. **FSP2025-0002: REVISED FINAL SITE PLAN FOR INLAND PORT XXXII LOCATED AT 31450 W 196TH STREET**

Mr. Patrick Cassity, Renaissance Infrastructure Consultants, addressed the Commission. He stated this application is for the existing warehouse at 31450 W 196th Street near the water tower in Logistics Park Kansas City. The warehouse was originally approved in 2016 and currently houses two (2) tenants. He explained he is representing the tenant that will be in the northern portion of the building. The building is roughly 765,000 square feet in size and the tenant he is representing will be in the northern 463,000 square feet. The business model

of this tenant requires the building to accommodate lowboy trailers. He explained that those trailers are about 120 feet long and can have a vertical clearance of about three (3) inches from the ground. The proposal is to repave the northeast corner of the parking area to allow the trailers enter the building. The island between the drive and parking area will be demolished and paving added. The total area that will be disturbed is 1.6 acres.

Mr. Cassity explained that the only changes to the façade of the building is the addition of two (2) overhead doors to the north façade. The overhead doors will be painted to match the current color scheme. These overhead doors will allow the trucks to back in and out of the building. He added that any landscaping that will be removed will be redistributed throughout the site. The drainage of the site will remain unchanged and the parking lot will drain into the same detention area to the north of the maneuvering area. The tenant is not expecting many deliveries on the lowboy trailers but will still need to accommodate them.

Commissioner Soemer joined the meeting during Mr. Cassity's presentation.

Mr. Chris Clinton, Planning and Zoning Coordinator, spoke before the Commission. He stated that the applicant is requesting approval of a Revised Final Site Plan for 31450 W. 196th Street. The property is currently zoned L-P (Logistics Park) and developed with a warehouse on a 38.70± acre site. The proposal is being made in preparation for the move-in of a tenant that will occupy approximately 463,435 square feet of the existing warehouse for storage space. The material will be loaded in and out of the tenant space by lowboy trailers, which have a wider turning radius than a standard truck. The applicant is therefore proposing an alteration of the existing parking area to an open truck court where trucks can maneuver of the northeast corner of the property. The median dividing the drive lane and parking lot with the landscaping will be removed. Two (2) additional overhead doors are proposed to be added to the northeast corner of the building where the trucks can enter and leave the building.

Mr. Clinton explained the subject property was annexed into the City on March 27, 2014 via Ordinance No. 969. The property was then later rezoned to L-P, *Logistics Park*, on December 11, 2017 under the terms of Ordinance No. 986. The Planning Commission later approved Preliminary Plat PP-10-08-14 on November 4, 2014 and Preliminary Site Plan PS-10-08-14 on March 10, 2015. Final Plat FP2019-01 was approved by the Governing Body on April 14, 2016 and showed three (3) lots and one (1) tract. Each lot would later be developed with a warehouse. Final Site Plan FS2016-02 was approved for Inland Port XXXII on March 8, 2016, and the site was developed under the requirements set forth by that Final Site Plan.

Mr. Clinton informed the Commission that Final Site Plan FS2016-02 was approved with a total of 421 vehicular parking spaces with nine (9) Americans with Disability Act (ADA) compliant stalls. The site was developed with 337 vehicular stalls. This proposal would reduce the number of vehicular parking spaces to 222 with eight (8) being ADA compliant. Mr. Clinton stated that Article 5 of the Unified Development Code (UDC) allows a parking study to be submitted showing the number of provided stalls will be adequate for the development. The applicant has submitted a parking memorandum stating that the maximum number of employees for this tenant will be 15. The proposed number of stalls vastly outnumber the maximum workforce, and the number of ADA compliant stalls meets the ADA requirements.

Mr. Clinton said the private drive north of the parking lot that currently exists on the site and roughly half of the drive will be demolished as part of this application. The drive is instrumental in keeping vehicular and truck traffic separate as well as allowing emergency access completely around the building. The proposal shows where the drive will remain to allow access to the west and south sides of the building. Where the proposed maneuvering pad and parking area will meet, the applicant is proposing double yellow striping with "Do Not Enter" signs facing both areas. In discussion with the Fire Department, this solution is acceptable as long as the signs are installed on removable posts. This will be site verified and the Fire Department will verify that emergency access is possible to all sides of the building.

Mr. Clinton stated that the proposal calls for the removal of 18 trees. Those trees are to be replaced in total and all of the shrubs will be replaced as well. The trees will be relocated throughout the northern portion of the property. City staff is supportive of the relocation of the landscaping. Mr. Clinton added that the only changes to the façade of the building is the addition of two (2) overhead doors. These new doors are to be 22 feet by 22 feet to accommodate the lowboy trailers. This is in comparison to the drive-in doors which are 16 feet in height by 14 feet wide and the dock doors which are nine and a half (9.5) feet tall by seven and a quarter (7.25) feet wide. There are no changes to the drive-in or dock doors existing on the building. The new doors will require removal of windows on the northeast corner of the building. There would not be any changes to the articulation of the building. While having overhead doors on the short sides of a warehouse is uncommon, it does meet the requirements of the UDC.

Mr. Clinton concluded by saying that City staff does recommend approval of Revised Final Site Plan Application FSP2025-0002, Revised Final Site Plan for Inland Port XXXII, subject to the following stipulation:

1. Applicant/Owner Obligation. The site plan, a scale map of proposed buildings, structures, parking areas, easements, roads and other city requirements (landscaping/berm plan, lighting plan) used in physical development, when approved by the Planning Commission shall create an enforceable obligation to build and develop in accordance with all specifications and notations contained in the site plan instrument. The applicant prior to the issuance of any development permit shall sign all site plans. A final site plan filed for record shall indicate that the applicant shall perform all obligations and requirements contained therein.

Chair Mathos opened the Public Hearing. There were no public comments made. Commissioner Little moved to close the public hearing. Commissioner Draskovich seconded the motion. The public hearing was closed, 5-0.

Commissioner Draskovich moved to approve Revised Final Site Plan Application FSP2025-0002 with the stipulation outlined by City staff. The motion was seconded by Commissioner Mueller. Application FSP2025-0002 was approved with the stipulation, 5-0.

8. UDCA2025-0002 AMENDMENTS TO ARTICLE 6, PLANNED UNIT DEVELOPMENT DISTRICT, OF THE CITY OF EDGERTON UNIFIED DEVELOPMENT CODE

Mr. Zachary Moore, Development Services Director, stated that City staff is working on updating Article 6 of the UDC. The amendment is not ready to be presented and so City staff is requesting the public hearing be moved to a new date. This would allow City staff more time to make sure the proposed regulations are done the right way. A public hearing notice was published, therefore a continuance is required.

Commissioner Little moved to continue Application UDCA2025-0002 to the December 9, 2025 meeting. Commissioner Draskovich seconded the motion. Application UDCA2025-0002 was continued to December 9, 2025, 5-0.

9. Future Meeting Reminders

Chair Mathos stated that the next regular sessions are scheduled for December 9, 2025 at 7:00 PM; January 13, 2026 at 7:00 PM; and February 10, 2026 at 7:00 PM.

10. ANNOUNCEMENTS

Mr. Moore stated that the Mayor's Christmas Tree Lighting will be on December 5, 2025 starting at 6:30 PM.

11. ADJOURN

Commissioner Mueller moved to adjourn the meeting. Commissioner Draskovich seconded the motion. The meeting was adjourned at 7:16 PM, 5-0.

Submitted by Chris Clinton, Planning and Zoning Coordinator

City Council Action Item

Council Meeting Date: December 11, 2025

Department: Administration

**Agenda Item: Consider Approval of a Resolution No. 12-11-25A
Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas**

Background/Description of Item:

Pursuant to K.S.A. 12-517 each year in which territory has been added to or excluded from a city's corporate limits, the city is required to adopt a resolution declaring those boundaries.

Exhibit A, as prepared by the City Engineer and entitled "Boundary Description of the Corporate Limits of the City of Edgerton, Johnson County, Kansas," describes and depicts the legal boundaries of the City. Pursuant to K.S.A. 12-518 and as described in the resolution, the City Clerk will file certified copies of this Resolution with the Johnson County Clerk, the Johnson County Election Commissioner, the Johnson County Register of Deeds, and the Kansas State Transportation Engineer.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

**Recommendation: Consider Approval of a Resolution No. 12-11-25A
Declaring the Boundaries of the City of Edgerton, Johnson County,
Kansas.**

Enclosed: Resolution No. 12-11-25A
Exhibit A - Boundary Description of the Corporate Limits of the City of Edgerton,
Johnson County, Kansas

Prepared by: Dusti Callahan, City Clerk



RESOLUTION NO. 12-11-25A

A RESOLUTION DECLARING THE BOUNDARIES OF THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS

WHEREAS, the Governing Body is required under K.S.A. 12-517 to declare by Resolution the entire boundary of the City in any year in which territory has been added to or excluded from the City.

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

Section 1. Declaration of Boundary. The Governing Body of the City hereby finds and determines that the boundaries of the City of Edgerton, Johnson County, Kansas as of December 31, 2025 are as described and depicted in the attached "Exhibit A" entitled "Boundary Description of the Corporate Limits of the City of Edgerton, Johnson County, Kansas."

Section 2. Filing of Certified Copies. The Governing Body hereby directs and instructs the City Clerk to file, pursuant to K.S.A. 12-518, certified copies of this Resolution with the Johnson County Clerk, the Johnson County Election Commissioner, the Johnson County Register of Deeds, and the Kansas State Transportation Engineer.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11th DAY OF DECEMBER, 2025.

ATTEST:

CITY OF EDGERTON, KANSAS

Dusti Callahan, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

EXHIBIT A
BOUNDARY DESCRIPTION OF THE CORPORATE LIMITS
OF THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS

TRACT 1

Commencing at the Northeast corner of Section 12, Township 15 South, Range 21 East, Johnson County, Kansas: thence West along the North line of said Section 12, a distance of 261.4 feet, to the point of beginning; thence South $0^{\circ}44'53''$ East a distance of 507.4 feet; thence North $89^{\circ}57'07''$ West a distance of 65.74 feet; thence North $0^{\circ}44'53''$ West a distance of 318.04 feet; thence North $89^{\circ}57'07''$ East a distance of 56.94 feet; thence North $0^{\circ}44'53''$ West a distance of 44 feet more or less to the southeast corner of the KCPL substation tract; thence West along the south line of the KCPL substation tract a distance of 100 feet to the southwest corner of said KCPL tract; thence North along the West line of said KCPL tract a distance of 100 feet to the South right-of-way line of U.S. Highway 56; thence west along the South right-of-way of U.S. Highway 56 a distance of 264 feet more or less; thence South $16^{\circ}02'00''$ East a distance of 767.51 feet; thence South $01^{\circ}16'00''$ East a distance of 193.84 feet; thence S. $69^{\circ}03'E.$ 220.49 feet; thence S. $88^{\circ}38'E.$ to a point on the West right-of-way line of West 6th Street; thence along the West right-of-way line of West 6th Street North 200.50 feet; thence S. $88^{\circ}38'E.$ to the East line of said Section 12; thence South along said East line to a point which is 208.71 feet North of the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 12; thence West parallel with the South line of said Northeast $\frac{1}{4}$, 228.71 feet; thence South 208.71 feet to the South line of said Northeast $\frac{1}{4}$; thence East along said South line, 228.71 feet to the Southeast corner of said Northeast $\frac{1}{4}$; thence South, along the East line of said Section 12 to a point 1,007.56 feet North of the Southeast corner of the Southeast $\frac{1}{4}$ of said Section 12; thence West 1,324.79 feet along the South line of the North 100 acres of the Southeast $\frac{1}{4}$ of said Section 12; thence South 20 feet along the West line of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 12; thence West 642 feet along the North line of the South 30 acres of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 12; thence South 471.43 feet; thence West 292.8 feet; thence South 515 feet to a point on the South line of said Section 12; thence East along the South line of said Section 12 to the Southwest corner of Section 7, Township 15 South, Range 22 East; thence continuing East along the South line of said Section 7 to the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 7; thence North along the East line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 7 to a point on the South line of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 7, which line is also the South line of Glendell Acres, Second Plat; thence East along said South line a distance of 463 feet to the Southeast corner of said Plat; thence North along the East line of said Plat to a point on the South line of Lot 41, Glendell Acres, First Plat; thence East along the South line of Glendell Acres, First Plat to a point 10.0 feet West of the Southeast corner of Lot 51, Glendell Acres, First Plat Amended; thence South $11^{\circ}30'42''$ West, 464.48 feet; thence North $89^{\circ}31'32''$ East, 90.24 feet to a point on the Northwest line of the Atchison, Topeka and Santa Fe Railroad Company right-of-way; thence Northeasterly along said Northwesterly railroad right-of-way line to a point on the South line of the Northeast $\frac{1}{4}$ of said Section 7; thence East along the South line of said Northeast $\frac{1}{4}$ a distance of 384 feet, more or less, to the Southwest corner of Lot 1, County Clerk's Subdivision of the Northeast $\frac{1}{4}$ of said Section 7; thence North and Northeasterly along the West and North lines of said Lot 1 to the Northeast corner thereof; thence South 84 feet to the Northwest corner of Lot 2 of said County Clerk's Subdivision; thence South along the West line of said Lot 2, approximately 566 feet to a point that is 150 feet North of the South Line of said Lot 1; thence Westerly parallel to and 150 feet North of the South line of said Lot 1 to a point 225 feet from the East line of said Lot 1; thence Southerly parallel to and 225 West of the East line of said Lot 1 approximately 150 feet to the South line of said Lot 1; thence Easterly along the South line of said Lot 1 approximately 225 feet to the Southeast corner of said Lot 1, said point also being the

Southwest corner of said Lot 2; thence East along the South line of said Lot 2 to the Southeast corner of said Lot 2; said point also being the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 7 and the Northwest corner of the Southwest $\frac{1}{4}$ of Section 8, Township 15 South, Range 22 East; thence South along the West line of the Southwest $\frac{1}{4}$ of said Section 8 to the Southwest corner of said Section 8; thence South along the West line of the Northwest $\frac{1}{4}$ of Section 17, Township 15 South, Range 22 East, Johnson County, Kansas, 378 feet; thence West parallel to the North line of the Northeast $\frac{1}{4}$ of Section 18, Township 15 South, Range 22 East, Johnson County, Kansas, 576.20 feet; thence North parallel to the East line of said Northeast $\frac{1}{4}$, 378 feet to a point on the North line of said Northeast $\frac{1}{4}$; thence West along said North line of said Northeast $\frac{1}{4}$ to the Northwest corner of said Northeast $\frac{1}{4}$; thence South along the West line of said Northeast $\frac{1}{4}$, 920.40 feet; thence West parallel to the North line of the Northwest $\frac{1}{4}$ of said Section 18, approximately 1,140 feet to a point on the Easterly line of a tract of land conveyed to the Southern Kansas Railway Company in that certain warranty deed dated April 26, 1899 and recorded June 15, 1899 in book 79 at page 626 of register of deeds records of Johnson County, Kansas; thence South $17^{\circ} 25'$ East, along said Easterly line of said tract, 200 feet; thence South $72^{\circ} 35'$ West, along the Southerly line of said tract, 237.4 feet to a point on the West line of the East $\frac{1}{2}$ of said Northwest $\frac{1}{4}$ of Section 18; thence South along said West line, 345 feet, to the point of beginning of a certain tract of land conveyed to the Southern Kansas Railway Company in that certain warranty deed dated April 26, 1899 and recorded June 15, 1899 in book 79 at page 624 of register of deeds records of Johnson County, Kansas; thence South 26° East along the Northeasterly line of said tract, 400 feet; thence South 26° West along the Southeasterly line of said tract, 195 feet to a point on said West line of the East $\frac{1}{2}$ of said Northwest $\frac{1}{4}$; thence South along said West line to the Southwest Corner of the East $\frac{1}{2}$ of said Northwest $\frac{1}{4}$ of Section 18; thence East along the South line of said East $\frac{1}{2}$ to the Southeast corner of said Northwest $\frac{1}{4}$ of Section 18; thence South 904.4 feet along the West line of the Southeast Quarter of said Section 18 to the North right-of-way line of Interstate 35; thence Northeasterly along the North right-of-way line of said I-35 to a point on the North line of the Southeast Quarter of said Section 18, said point being 1017.6 feet West of the Northeast corner of the Southeast Quarter of said Section 18; thence Northeasterly along said right of way line of Interstate 35 approximately 1,325.7 feet to a point on said existing right of way line of Interstate 35 that is 100 feet West of and 879.9 feet North of the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 18; thence Northeasterly continuing along said right of way line of Interstate 35, 555.1 feet; thence East 25.0 feet to a point on the East line of said Northeast $\frac{1}{4}$, said point being 1429.9 feet North of the Southeast corner of said Northeast $\frac{1}{4}$; thence East 25.00 feet to a point on the Northerly right-of-way of I-35, thence South $07^{\circ}14'53''$ East along said right-of-way, 704.57 feet; thence South $85^{\circ}51'43''$ East along said right-of-way, 746.60 feet; thence North $78^{\circ}07'04''$ East along said right-of-way, 401.10 feet; thence North $73^{\circ}49'42''$ East along said right-of-way, 1,316.03 feet, to a point on the East line said Northwest $\frac{1}{4}$; thence North along said East line to the Northeast corner of said Northwest $\frac{1}{4}$; thence continuing North along the East line of the Southwest $\frac{1}{4}$ of Section 8, Township 15 South, Range 22 East 1,320.38 feet to the South line of an existing cemetery; thence West along the South line of the existing cemetery to the Southwest corner of said cemetery; thence North along the West line of said cemetery to the Northwest corner of said cemetery; thence East along the North line of said cemetery to a point on the East line of said Southwest $\frac{1}{4}$; thence North along said East line to the Northeast corner of said Southwest $\frac{1}{4}$; thence West along the North line of said Southwest $\frac{1}{4}$ to the Northwest corner of said Southwest $\frac{1}{4}$ and the Southeast corner of Lot 2 of County Clerk's Subdivision of the Northeast $\frac{1}{4}$ of said Section 7; thence North along the East line of said Lot 2 to the North line of the South 775.50 feet of said Lot 2 of said County Clerk's Subdivision; thence West along the North line of the South 775.50 feet of said Lot 2 to a Northwesterly line of said Lot 2; thence Northeasterly along the Northwesterly lines of said Lot 2 to a point on the Southeasterly right-of-way line of the original right-of-way of the Kansas City and Santa Fe Railroad Company, now the Atchison, Topeka and Santa Fe Railway Company,

said point being 100.00 feet Southeasterly of and measured at right angles to the original center line of main track of said Railroad Company; thence Northeasterly along said right-of-way line, 165.0 feet, more or less, to a point on the Northeasterly right-of-way line of the S.M. Crockett Road No. 61; thence Southeasterly along said road right-of-way to the Southeast corner of Lot 4 of the County Clerk's Subdivision of part of the Northeast $\frac{1}{4}$ of Section 7 and part of the Northwest $\frac{1}{4}$ of Section 8, said Southeast lot corner being a point on the East line of Section 7, 1,152.3 feet, more or less, North of the Southeast corner of the Northeast $\frac{1}{4}$ of Section 7; thence Northerly along the East line of Section 7 to the Southwest corner of Lot 1 of County Clerk's Subdivision of the Northwest $\frac{1}{4}$ of Section 8; thence Northeasterly along the Southeast line of said Lot 1 a distance of 1,110 feet, more or less; thence Northwest on a line that is perpendicular to the Southeast line of said Lot 1, a distance of 50.0 feet, more or less, to the South right-of-way line of the existing Atchison, Topeka, and Santa Fe Railroad Company tracks; thence Westerly along said South right-of-way line to a point on the Eastward extension of the North right-of-way line of Nelson Street; thence Westerly along said North right-of-way line, a distance 235.0 feet, more or less, to a point on the Westerly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company; thence Northeasterly along said right-of-way a distance of 175 feet, more or less, to a point on the West right-of-way line of Sixth Street; thence Northerly along the West right-of-way line of Sixth Street a distance of 180.0 feet, more or less; thence Easterly 60.0 feet to a point on the Northwesterly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company, common to the Southeast corner of Lot 7 of County Clerk's Subdivision; thence Northeasterly along said right-of-way, a distance of 843.0 feet to the Northeasterly corner of Lot 8; thence Westerly along the Northerly boundary of Lot 8 to a point on the centerline of Sixth Street; thence Northerly 140 feet, more or less, to the North line of Section 7; thence Easterly long the North line of Section 7 to the Northwesterly right-of-way of the Atchison, Topeka and Santa Fe Railroad Company; thence Northeasterly along said Northwesterly railroad right-of-way to the East line of Section 6, Township 15 South, Range 22 East; thence North along said East line 90 feet to a point 2,026 feet South of the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 6; thence Southwesterly along the Northerly right-of-way line of U.S. Highway 56 and a curve to the right 670 feet, more or less; thence continuing along said Northerly right-of-way line North at right angles 30 feet, more or less; thence Southwesterly along said right-of-way 625 feet to a point on the centerline of Bull Creek, said point being 160 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line North and West along the centerline of said Bull Creek to a point 280 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line Northerly 60 feet; thence continuing along said Northerly right-of-way line Westerly 95 feet; thence continuing along said Northerly right-of-way line Southerly perpendicular to the South line of said Section 6, a distance of 260 feet to a point 56 feet North of said South line of said Section 6; thence continuing along said Northerly right-of-way line Westerly 523 feet, more or less, to a point 54.6 feet North of the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 6; thence continuing along said Northerly right-of-way line South along the West line of the Southeast $\frac{1}{4}$ of said Section 6, 10 feet; thence continuing along said Northerly right-of-way line Westerly to a point 40 feet East of and 40 feet North of the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 North of the South line of said Section 6 to the West line of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 feet North of the South line of the Southeast $\frac{1}{4}$ of Section 1, Township 15 South, Range 21 East, 261.4 feet; thence South 40 feet to a point on the South line of said Section 1 and the Point of Beginning.

ALSO:

All of the Southwest Quarter and the Northwest Quarter of Section 17, Township 15 South, Range 22 East in Johnson County, Kansas, lying South and East of the Interstate 35 right-of-way (see Annexation Ordinance No. 1083)(including the right-of-way for Sunflower Road).

ALSO:

All that part of the Northeast Quarter of Section 5, Township 15, Range 22, in Johnson County, Kansas, lying North and West of the North right of way line of U.S. Highway 56 as now established and West of the West bank of a small branch running North and South across the Northeast corner thereof and containing 70 acres more or less.

NOTE: The aforesaid legal description was contained in the original conveyance. However, said legal description now excepts Deeds filed in Book 1147, Page 195; Book 1263, Page 725; Book 1436, Page 879; Book 1450, Page 267; Book 1571, Page 304; Book 2667, Page 371; Book 3143, Page 314; Book 3568, Page 121; Book 4835, Page 632.

AND

Beginning at the Northeast Corner of the Northeast Quarter of Section 5, Township 15, Range 22, Johnson County, Kansas; thence West along the North line of said Northeast Quarter a distance of 553.65 feet; thence S. 23 ° 10' E. along the top bank of a Branch a distance of 494.93 feet more or less to the Northerly Right-of-Way of K-56 Highway; thence N. 48° 11'13"E. along said Right-of-Way a distance of 480.01 feet more or less to the East line of said Northeast Quarter; thence N.0° 29'53"E. a distance of 135 feet more or less to the Point of Beginning, together with an easement described as: Right of Ingress and Egress Easement; all of the Southeasterly 15 feet (being parallel to the Northerly Right-of-Way of K-56 Highway) of the above described tract and the East 15 the above described tract.

NOTE: The aforesaid legal description was contained on the original conveyance. However, said legal description now accepts a portion of Deeds filed in Book 3143, Page 314; and Book 3568, Page 121.

All that part of the Southwest Quarter of Section 5, Township 15, Range 22, lying Northwesterly of the West right of way line of Highway No. 50 (now known as Highway No. 56).

The South Half of the Northwest Quarter of Section 5, Township 15, Range 22, except the following tract: Beginning at the Southeast corner of said Northwest Quarter; thence West 193 feet, more or less, to a point 175 feet North at right angles of the center line of the Atchison, Topeka and Santa Fe Railroad (now known as the Burlington Northern Santa Fe Railroad); thence in an Easterly direction parallel to said railroad 250 feet, more or less, to the East line of said Northwest Quarter; thence South along said line 158 feet, more or less, to the place of beginning.

AND

All that part of the Southwest Quarter of Section 5, Township 15, Range 22, lying Northwesterly of the West right of way line of Highway No. 50 (now known as Highway No. 56).

TRACT 2

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN JOHNSON COUNTY, KANSAS, SAID POINT OF BEGINNING BEING THE POINT OF INTERSECTION OF THE EAST LINE OF THE SAID SOUTHWEST QUARTER WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 56; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID U.S. 56 NORTHWESTERLY TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 34; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 EAST OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE NORTH TRACK OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE SAID B.N.S.F. RAILROAD NORTHEASTERLY TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 SOUTH TO THE NORTHWEST RIGHT-OF-WAY LINE FOR THE SOUTH TRACKS OF THE B.N.S.F. RAILROAD; THENCE ALONG THE NORTHWEST RIGHT-OF-WAY LINE FOR THE SOUTH TRACKS OF THE B.N.S.F. RAILROAD NORTHEASTERLY TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE ALONG THE EAST LINE AT THE SOUTHWEST QUARTER OF SAID SECTION 26 SOUTH TO THE SOUTH QUARTER CORNER OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 SOUTH TO THE CENTER OF SAID SECTION 35; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 WEST TO THE WEST QUARTER CORNER OF SAID SECTION 35; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 SOUTH TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 EAST TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35 SOUTH TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 EAST TO THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 22 EAST; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 SOUTH TO THE CENTER OF SAID SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 WEST TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID I-35 SOUTHWESTERLY TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 NORTH TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3

WEST TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE ALONG THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3

NORTH TO THE CENTER OF SAID SECTION 3; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3

NORTH TO THE SOUTH RIGHT-OF-WAY LINE OF 191ST STREET, BEING 20.00 FOOT SOUTH OF THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE PARALLEL AND 20.00 FEET SOUTH OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 191ST STREET

WEST TO A POINT 1294.00 FOOT WEST AND 20.00 FOOT SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 3, BEING ON THE EAST LINE OF ANNEXATION ORDINANCE NO. 961;

SOUTH 335.00 FEET TO THE SOUTHEAST CORNER OF SAID ORDINANCE NO. 961; THENCE ALONG THE SOUTH LINE OF SAID ORDINATE NO. 961

WEST TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE

SOUTH TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE AND ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION

WEST TO THE NORTHEAST CORNER OF ORDINANCE NO. 971, BEING 300.63 FEET N.88°26'03"E. FROM THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE ALONG THE EAST AND SOUTHERLY LINES OF THE SAID ORDINANCE NO. 976

S.1°49'33"E. 180.44 FEET; THENCE

S.19°58'32"W. 53.85 FEET; THENCE

S.1°49'33"E. 2200.00 FEET; THENCE

S.42°48'23"E. 160.60 FEET; THENCE

N.88°24'21"E. 585.00 FEET; THENCE

S.60°09'53"E. 105.48 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 199TH STREET; THENCE

S.1°35'39"E. 25.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE

S.1°35'39"E. 25.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET BEING 25.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10

N.88°24'11"E. 1530.70 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10

SOUTH TO THE CENTER OF SAID SECTION 10; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10

EAST TO THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11

EAST TO THE NORTHEAST CORNER OF A ONE SQUARE ACRE TRACT IN THE NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE ONE SQUARE ACRE TRACT

SOUTH 25.00 FEET; THENCE PARALLEL TO AND 25.00 FEET SOUTHERLY OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11

N.88°21'42"E. 1137.68 FEET; THENCE

N.2°12'06"W. 25.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11 AND THE SOUTHEAST CORNER OF MERTZ ADDITION; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11 AND THE EAST LINE OF SAID MERTZ ADDITION

N.2°11'57"W. 655.62 FEET TO THE NORTHEAST CORNER OF SAID MERTZ ADDITION; THENCE ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID MERTZ ADDITION

N.88°22'30" EAST 30.10 FEET; THENCE

N.1°45'10"W. 660.93 FEET TO A POINT ON THE SOUTH LINE OF A TRACT RECORDED IN BOOK 200905 ON PAGE 001098 AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SAID TRACT AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER

N.88°21'07"E. 261.08 FEET TO THE SOUTHEAST CORNER OF THE SAID TRACT; THENCE ALONG THE EAST LINE OF THE SAID TRACT

N.2°05'12"W. 1316.60 FEET TO THE NORTHEAST CORNER OF SAID TRACT AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11

N.88°20'31"E. 60.12 FEET TO THE NORTHWEST CORNER OF THE EAST 30.00 ACRES OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE WEST LINE OF THE SAID EAST 30.00 ACRES

S.2°05'12"E. 1316.61 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER

N.88°21'07"E. 992.57 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11

S.2°05'12"E. 1316.78 FEET TO THE CENTER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11

S.2°06'36"W. 2643.11 FEET TO THE SOUTH QUARTER CORNER SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11

S.88°29'09"W. 2684.47 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 10

WEST TO THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10

S.89°52'30"W. TO A POINT 1442.00 FEET FROM THE NORTHWEST CORNER OF SECTION 15; THENCE

S.1°35'59"E. 1194.55 FEET; THENCE PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15

SOUTH 1441.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION

S.89°52'30"W. 492.00 FEET TO A POINT 984.00 FEET EAST OF THE WEST QUARTER CORNER OF SAID SECTION 15; THENCE

NORTH 1441.00 FEET PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE

S.89°52'30"W. 984.00 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15

NORTH 1194.20 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9

N.2°16'42"W. TO A POINT 1844.67 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 9; THENCE

S. 88°10'13"W. 825.00 FEET; THENCE

S.2°16'42"E. 246.57 FEET; THENCE

S.87°43'18"W. 460.00 FEET; THENCE

S.2°10'15"W. 482.90 FEET TO A POINT 60.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER SAID SECTION 9

S.88°10'10"W. 199.06 FEET; THENCE

N.34°35'42"W. 829.21 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID I-35

S.56°06'51"W. 503.92 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 9

N.2°08'59"W. 413.10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID I-35 THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID I-35 THE FOLLOWING THREE COURSES

(1) N.56°43'53"E. 1184.27 FEET

(2) N.46°34'14"E. 500.22 FEET; THENCE

(3) N.31°44'38"E. 303.33 FEET; THENCE

S.88°22'28"W. 985.18 FEET; THENCE

N.2°09'43"W. 288.57 FEET; THENCE

N.61°23'59"E. 820.43 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9

N.88°26'35"E. TO THE SOUTHWEST CORNER OF THE EAST ONE-THIRD OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF THE SAID EAST ONE-THIRD

NORTH TO THE SOUTH RIGHT-OF-WAY OFF 199TH STREET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET BEING 20.00 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9

N.88°29'07"E. TO A POINT 656.98 FEET WEST AND 20.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 9; THENCE

N.1°30'53"W. 20.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE

N.1°30'53"W. 20.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID 199TH STREET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 199TH STREET

S.88°29'07"W. TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4

SOUTH 20.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE AT THE SOUTHEAST QUARTER OF SAID SECTION 4

WEST TO THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4

NORTH TO THE CENTER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE
 NORTHEAST QUARTER OF SAID SECTION 4
 NORTH TO THE NORTH QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE
 SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14
 SOUTH, RANGE 22 EAST
 WEST TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 56; THENCE ALONG
 THE WEST RIGHT-OF-WAY LINE OF SAID U.S. 56
 NORTHEASTERLY TO A POINT OF 55.00 FEET NORTH OF THE SOUTH LINE OF THE
 SOUTHWEST QUARTER OF SAID SECTION 33 AND ON THE NORTH RIGHT-OF-
 WAY LINE OF 191ST STREET; THEN PARALLEL TO THE SOUTH LINE OF THE
 SOUTHWEST QUARTER OF SAID SECTION 33 AND ALONG THE NORTH RIGHT-
 OF-WAY LINE OF SAID 191ST STREET
 WEST TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID
 SECTION 3, SAID POINT BEING 55.00 FEET NORTH OF THE SOUTHEAST
 CORNER OF SECTION 32; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-
 WAY LINE OF SAID 191ST STREET PARALLEL TO AND 55.00 FEET NORTHERLY
 OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST
 QUARTER OF SAID SECTION 32
 WEST 830.00 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF
 SAID 191ST STREET
 SOUTH 35.00 FEET TO A POINT 20.00 FEET NORTHERLY OF THE SOUTH LINE OF THE
 SOUTHEAST QUARTER OF SAID SECTION 32; THENCE CONTINUING ALONG THE
 NORTH RIGHT-OF-WAY LINE OF SAID 191ST STREET
 WEST TO THE EAST RIGHT-OF-WAY LINE OF DILLIE ROAD; THENCE ALONG THE WEST
 RIGHT-OF-WAY LINE OF SAID DILLIE ROAD BEING 20.00 FEET EAST OF THE
 WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32
 NORTH TO A POINT 455.50 FEET SOUTH AND 20.00 FEET EAST OF THE CENTER OF
 SAID SECTION 32; THENCE
 EAST 198.00 FEET; THENCE
 NORTH 48.00 FEET; THENCE
 EAST 4.00 FEET; THENCE
 NORTH 397.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER
 OF SAID SECTION 32, SAID POINT BEING 222.00 FEET EAST OF THE CENTER OF
 SAID SECTION 32; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST
 QUARTER OF SAID SECTION 32
 EAST TO THE WEST QUARTER CORNER OF SECTION 33; THENCE ALONG THE NORTH
 LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33
 EAST TO THE CENTER OF SAID SECTION 33; THENCE ALONG THE EAST LINE OF THE
 SOUTHWEST QUARTER OF SAID SECTION 33
 SOUTH TO THE POINT OF BEGINNING

EXCEPT

Commencing at the West Quarter corner of Section 33, Township 14, Range 22 East: Then
 South 00° 02' 04" East, along the West line of the Northwest Quarter of the Southwest Quarter
 of Section 33, a distance of 196.00 feet to the point of beginning. Then following the existing
 fence line, the following fourteen courses: South 21° 51' 03" East, 21.55 feet, South 85° 47' 21"
 East 29.69 feet, South 15° 17' 19" East 91.21 feet, South 06° 50' 34" East 67.48 feet, South 00°
 46' 13" West 71.41 feet, South 03° 34' 03" East 48.69 feet, South 02° 48' 19" West 20.02 feet,
 South 06° 33' 37" West 26.17 feet, South 15° 54' 27" West 14.55 feet, South 09° 33' 34" West
 213.65 feet, South 00° 30' 16" East 244.21 feet, South 00° 23' 41" West 133.50 feet, South 00°
 45' 37" West 159.01 feet, South 14° 08' 19" West 28.61 feet, to the South line of the Northwest

Quarter of the Southwest Quarter of Section 33; Then North 89° 20' 57" West, along that South line, a distance of 19.79 feet to the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 33; Then North 00° 02' 04" West, along the West line of the Northwest Quarter of the Southwest Quarter of Section 33, a distance of 1132.06 feet to the point of beginning. Containing 1.082 acres M/L. Bearings are based on the West line of Section 32, Township 14 South, Range 22 East, being true North.

EXCEPT

A TRACT OF LAND IN THE WEST ONE QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 606.25 FEET N.1°56'08"W. (BEING AN ASSUMED BEARING) AND 60.00 FEET N.88°03'52"E. FROM THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE PARALLEL TO AND 60.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35

N.1°56'08"W. 100.00 FEET; THENCE

N.88°09'56"E. 54.77 FEET; THENCE

S.1°50'04"E. 100.00 FEET; THENCE

S.88°10'30"W. 9.55 FEET; THENCE

S.43°09'40"W. 16.30 FEET; THENCE

S.88°09'47"W. 15.00 FEET; THENCE

N.1°50'13"W. 11.53 FEET; THENCE

S.88°10'04"W. 18.52 FEET TO THE POINT OF BEGINNING, CONTAINING 0.131 ACRES.

ALSO: ANNEXATION ORDINANCE 2034

The Southeast Quarter of the Southwest Quarter of Section 7, Township 15, Range 22, EXCEPT that part lying West of the railroad right of way. ALSO EXCEPT The South 40.00 feet of the East 404.09 feet of the Southeast Quarter of the Southwest Quarter of said Section 7; AND EXCEPT the South 70.00 feet of the Southeast Quarter of the Southwest Quarter of said Section 7, lying East of the Easterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad, EXCEPT the East 404.09 feet. Subject to existing road, street or highway rights of way. More commonly known as 36790 W. 207th Street, Edgerton, KS 66021.

ALSO: ANNEXATION ORDINANCE 2057

Tract 1

All that part of the North Half of the Northeast Quarter of Section 11, Township 15 South, Range 22 East, Sixth Principal Meridian, Johnson County, Kansas described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 11; thence South 01 degree 52 minutes 04 seconds East along the East line of the Northeast Quarter of said Section 11, a distance of 1263.20 feet to the point of beginning; thence South 88 degrees 17 minutes 02 seconds West, a distance of 230.78 feet; thence Northwesterly on a curve to the right having a radius of 300.00 feet, a central angle of 27degrees 54 minutes 04 seconds, a distance of 146.09 feet; thence North 63 degrees 48 minutes 54 seconds West, a distance of 248.55 feet; thence Northwesterly on a curve to the left having a radius of 300.00 feet, a central angle of 21 degrees 37 minutes

58 seconds, a distance of 113.27 feet; thence Northwesterly on a reverse curve to the right having a radius of 300.00 feet, a central angle of 17 degrees 32 minutes 57 seconds, a distance of 91.89 feet; thence North 67 degrees 53 minutes 55 seconds West, a distance of 364.15 feet; thence Northwesterly on a curve to the right having a radius of 300.00 feet, a central angle of 66 degrees 44 minutes 36 seconds, a distance of 349.47 feet; thence North 01 degrees 09 minutes 19 seconds West, a distance of 627.66 feet to a point on the North line of the Northeast Quarter of said Section 11; thence South 88 degrees 08 minutes 44 seconds West, along the North line of the Northeast Quarter of said Section 11, a distance of 1376.01 feet to the Northwest Corner of the Northeast Quarter of said Section 11; thence South 02 degrees 04 minutes 52 seconds East along the West line of the Northeast Quarter of said Section 11, a distance of 1316.79 feet to the Southwest corner of the North Half of the Northeast Quarter of said Section 11; thence North 88 degrees 17 minutes 02 seconds East along the South line of the North Half of the Northeast Quarter of said Section 11, a distance of 2660.45 feet to the Southeast corner of the North Half of the Northeast Quarter of said Section 11; thence North 01 degrees 52 minutes 04 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 60.00 feet to the point of beginning containing 2,109,003 square feet or 48.42 acres (gross), 2,047,099 sq.ft. or 47.00 acres (net) more or less.

Tract 2

All of the South 330 feet of the North 1640 feet of the West 660 feet of the Northwest Quarter of Section 12, Township 15, Range 22, Johnson County, Kansas.

ALSO: ANNEXATION ORDINANCE 2058

Tract 1 (Parcel No. 2F221512-1001)

All that part of the Northwest Quarter of Section 12, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of said Northwest Quarter; thence South 01°53'54" East, coincident with the East line of said Northwest Quarter, a distance of 2,650.78 feet to the Southeast corner thereof; thence South 88°31'08" West, coincident with the South line of said Northwest Quarter, a distance of 1,955.64 feet to a point 660 feet east of the West line of said Northwest Quarter as measured at right angles thereto; thence North 01°52'10" West, parallel with the West line of said Northwest Quarter, a distance of 317.42 feet to a point 2,330 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence South 88°25'18" West, parallel with said North line, a distance of 660.01 feet to a point on the West line of said Northwest Quarter; thence North 01°52'10" West, coincident with said West line, a distance of 30.00 feet to a point 2,300 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence North 88°25'18" East, parallel with said North line, a distance of 660.01 feet to a point 660 feet east of the West line of said Northwest Quarter as measured at right angles thereto; thence North 01°52'10" West, parallel with said West line, a distance of 1,320.02 feet to a point 980 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence South 88°25'18" West, parallel with said North line, a distance of 50.00 feet to a point 610 feet east of the West line of said Northwest Quarter as measured at right angles thereto; thence North 01°52'10" West, parallel with said West line, a distance of 350.00 feet to a point 630 feet south of the North line of said Northwest Quarter as measured at right angles thereto;

thence North $88^{\circ}26'20''$ East, a distance of 990.17 feet; thence North $01^{\circ}42'13''$ West a distance of 630.30 feet to a point on the North line of said Northwest Quarter; thence North $88^{\circ}25'18''$ East, coincident with said North line, a distance of 1,012.30 feet to the Point of Beginning, containing 4,623,083 square feet, or 106.131 acres, more or less.

Tract 2 (Parcel No. 2F221512-2009)

All that part of the North half of the Southwest Quarter of Section 12, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence North $88^{\circ}31'08''$ East, coincident with the North line of said Southwest Quarter, a distance of 615.65 feet to the Point of Beginning; thence continuing North $88^{\circ}31'08''$ East, coincident with said North line, a distance of 2,000.00 feet to the Northeast corner thereof; thence South $02^{\circ}13'38''$ East, coincident with the East line of said Southwest Quarter, a distance of 1,322.65 feet to the Southeast corner of the North half of said Southwest Quarter; thence South $88^{\circ}30'28''$ West, coincident with the South line of said North half, a distance of 1,964.56 feet; thence departing said South line, North $01^{\circ}50'26''$ West a distance of 660.01 feet; thence South $88^{\circ}30'28''$ West a distance of 39.89 feet; thence North $02^{\circ}13'37''$ West a distance of 662.98 feet to the Point of Beginning, containing 2,620,604 square feet, or 60.161 acres, more or less.

(Note: A portion of Tract 2 described above was de-annexed per Ordinance No. 2177)

Tract 3 (2F221512-2003)

All that part the South Half of the Southwest Quarter of Section 12, Section 14, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southeast Corner of said Southwest Quarter; thence South $88^{\circ}29'48''$ West, along the South line of said Southwest Quarter, a distance of 1,963.89 feet; thence North $01^{\circ}50'26''$ West, a distance of 1,322.95 feet to a point on the North line of the South Half of said Southwest Quarter; thence North $88^{\circ}30'28''$ East, along said North line, a distance of 1,954.97 feet to the Northeast Corner of said South Half; thence South $02^{\circ}13'38''$ East, along the East line of said Southwest Quarter, 1,322.65 feet to the Point of Beginning. Containing 2,591,793 square feet or 59.499 acres, more or less.

Tract 4A (2F221514-3005)

All of the Northeast Quarter of the Northeast Quarter of Section 14, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northeast Corner of the Northeast Quarter of said Section 14; thence South $01^{\circ}44'36''$ East, along the East line of said Northeast Quarter, a distance of 1,323.29 feet to the Southeast Corner of the Northeast Quarter of said Northeast Quarter; thence South $88^{\circ}14'18''$ West, along the South line of the Northeast Quarter of said Northeast Quarter, a distance of 1,321.62 feet to the Southwest Corner of the Northeast Quarter of said Northeast Quarter; thence North $01^{\circ}43'56''$ West, along the West line of the Northeast Quarter of said Northeast Quarter, a distance of 1,329.09 feet

to the Northwest Corner of the Northeast Quarter of said Northeast Quarter; thence North 88°29'24" East, along the North line of said Northeast Quarter, a distance of 1,321.38 feet to the Point of Beginning. Containing 1,752,553 square feet or 40.233 acres, more or less.

Tract 4B (2F221514-3004)

All of the Southeast Quarter of the Northeast Quarter of Section 14, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 14; thence South 87°59'13" West, along the South line of said Northeast Quarter, a distance of 1,321.89 feet to the Southwest corner of the Southeast Quarter of said Northeast Quarter; thence North 01°43'56" West, along the West line of the Southeast Quarter of said Northeast Quarter, a distance of 1,329.09 feet to the Northwest Corner of the Southeast Quarter of said Northeast Quarter; thence North 88°14'18" East, along the North line of the Southeast Quarter of said Northeast Quarter, a distance of 1,321.62 feet to the Northeast Corner of the Southeast Quarter of said Northeast Quarter; thence South 01°44'36" East, along the East line of said Northeast Quarter, a distance of 1,323.29 feet to the Point of Beginning. Containing 1,752,890 square feet or 40.241 acres, more or less.

Tract 5 (2F221513-1002)

All that that part of Section 13, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of said Section 13; thence South 01°53'30" East, along the East line of said Northwest Quarter, a distance of 2,642.81 feet to the Southeast Corner of said Northwest Quarter; thence South 88°24'50" West, along the South line of said Northwest Quarter, a distance of 1,980.45 feet; thence North 01°44'26" West, a distance of 2,645.63 feet to a point on the North line of said Northwest Quarter; thence North 88°29'48" East, along said North line, a distance of 1,973.49 feet to the Point of Beginning. Containing 5,227,478 square feet or 120.006 acres, more or less.

Tract 6 (2F221513-2001)

All that that part of Section 13, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of said Section 13; thence North 88°24'50" East, along the North line of said Southwest Quarter, a distance of 2,640.46 feet to the Northeast Corner of said Southwest Quarter; thence South 01°53'39" East, along the East line of said Southwest Quarter, a distance of 1,326.47 feet to the Northwest Corner of the South Half of the Southeast Quarter of said Section 13; thence North 88°21'04" East, along the North line of said South Half, a distance of 2,645.10 feet to the Northeast corner of said South Half; thence South 02°01'08" East, along the East line of said Southeast Quarter, a distance of 1,323.59 feet to the Southeast Corner of said Southeast Quarter; thence South 88°17'18" West, along the South line of said Southeast Quarter, a distance of 2,647.97 feet to the Southeast

Corner of the Southwest Quarter of said Section 13; thence South 88°33'08" West, along the South line of said Southwest Quarter, a distance of 1,327.57 feet to the Southeast Corner of BUREAUCRACY ESTATES, a subdivision in said Johnson County, Kansas; thence North 01°44'28" West, along the East line of said BUREAUCRACY ESTATES, a distance of 660.01 feet to the Northeast Corner of said BUREAUCRACY ESTATES; thence South 88°33'08" West, along the North line of said BUREAUCRACY ESTATES, a distance of 1,320.00 feet to the Northwest Corner thereof, said point being on the West line of said Southwest Quarter; thence North 01°44'28" West, along said West line, 1,986.51 feet to the Point of Beginning. Containing 9,641,327 square feet or 221.334 acres, more or less.

ALSO: ANNEXATION ORDINANCE 2067

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 7, TOWNSHIP 15 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, KANSAS; THENCE NORTH 01°30'08" WEST, ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 207TH STREET, AS NOW ESTABLISHED; THENCE CONTINUING NORTH 01°30'08" WEST, ALONG SAID WEST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 666.07 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°29'37" EAST, ALONG AN EXISTING FENCE LINE, A DISTANCE OF 681.57 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CO-OP ROAD, AS NOW ESTABLISHED; THENCE SOUTH 89°29'37" EAST TO THE EAST RIGHT-OF-WAY LINE OF SAID CO-OP ROAD; THENCE SOUTH 26°34'25" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 87°40'21" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE POINT OF BEGINNING;

ALSO: ANNEXATION ORDINANCE 2081

Tract 1 (Parcel No. 2F221435-2002)

All of the West Half of the East Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 14, Range 22, Johnson County, Kansas.

Tract 2 (Parcel No. 2F221435-2009)

All of the East Half of the East Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 14, Range 22, Johnson County, Kansas.

ALSO: ANNEXATION ORDINANCE 2105

Tract (Parcel No. 4F211513-3001)

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

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

Beginning at a point on the East line of said Northeast 1/4 of said Section 13 and 376.40 feet South of the Northeast corner thereof; thence West a distance of 35.00 feet; thence South parallel to the East line of said Northeast 1/4 a distance of 200 feet; thence East a distance of 35.00 feet; thence North along the East line of said Northeast 1/4 a distance of 200.00 feet to the point of beginning, all subject to that part thereof dedicated for existing public road right-of-way containing 0.161 acres, including 0.092 acres, more or less, of existing public road right-of-way and 0.069 acres, more or less, of new right-of-way.

ALSO: ANNEXATION ORDINANCE 2110

Tract (Parcel No. 4F221504-4003)

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 15, RANGE 22, EDGERTON, JOHNSON COUNTY, KANSAS.

EXCEPT,

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 88°29'12" WEST (ALL BEARINGS DESCRIBED HEREIN ARE REFERENCED TO THE JOHNSON COUNTY HORIZONTAL CONTROL NETWORK AS PUBLISHED AUGUST 1998) ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 662.04 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST 20 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUING SOUTH 88°29'12" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 655.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 02°11 '59" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,316.77 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 88°31'47" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 655.44 FEET TO THE NORTHWEST CORNER OF THE EAST 20 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 02°12'35" EAST ALONG THE WEST LINE OF SAID EAST 20 ACRES, A DISTANCE OF 1,316.28 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART IN ROAD.

AND EXCEPT,

A tract of land in the Southeast Quarter of Section 4, Township 15 South, Range 22 East of the 6th P.M., described as follows: BEGINNING at the Southeast corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of South 88 degrees 29 minutes 07 seconds West, 656.98 feet along the South line of said Quarter Section; SECOND COURSE, thence North 01 degree 30 minutes 53 seconds West, 20.00 feet to the Northerly right of way line of existing 199th Street; THIRD COURSE, thence North

61 degrees 55 minutes 13 seconds East, 111.80 feet; FOURTH COURSE, thence North 88 degrees 29 minutes 07 seconds East, 350.00 feet; FIFTH COURSE, thence North 70 degrees 39 minutes 15 seconds East, 194.76 feet to the Westerly right of way line of existing Homestead Lane; SIXTH COURSE, thence North 02 degrees 12 minutes 32 seconds West, 1186.18 feet along said Westerly right of way line to the North line of the Southeast Quarter of said Southeast Quarter Section; SEVENTH COURSE, thence North 88 degrees 31 minutes 39 seconds East, 20.00 feet along said North line to the Northeast corner of said Southeast Quarter of the Southeast Quarter Section; EIGHTH COURSE, thence South 02 degrees 12 minutes 32 seconds East, 1315.81 feet along the East line of said Quarter Section to the POINT OF BEGINNING.

EXCEPT: DE-ANNEXATION ORDINANCE NO. 2177

All that part of the North half of the Southwest Quarter of Section 12, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence North 88°31'08" East, coincident with the North line of said Southwest Quarter, a distance of 615.65 feet to the Point of Beginning; thence continuing North 88°31'08" East, coincident with said North line, a distance of 44.36 feet; thence South 01°50'28" East a distance of 661.93 feet; thence South 88°30'28" West a distance of 39.89 feet; thence North 02°13'37" West a distance of 661.98 feet to the Point of Beginning, containing 27,883 square feet, more or less.

NOTE: THIS CITY BOUNDARY DESCRIPTION WAS PREPARED BY BRIAN J. WESTBERG, PS 1708, ON DECEMBER 4, 2025, FOR THE SOLE PURPOSE OF DEFINING THE BOUNDARY FOR THE CITY OF EDGERTON, KANSAS. NO FIELDWORK WAS PERFORMED AND THIS DESCRIPTION DOES NOT MEET THE REQUIREMENTS OF K.S.A. 19-1434 THAT REQUIRES A SURVEY TO BE FILED WHEN CREATING A NEW PARCEL TO TRANSFER PROPERTY.

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: December 11, 2025

Agenda Item: Resolution 12-11-25B approving execution of collateral assignment and subordination documents

Subject: ELHC VI, LLC Project; ELHC VIII, LLC Project

The City issued two series of industrial bonds to finance the costs of constructing commercial warehouse and distribution facilities, located at (1) 30900 W. 185th Street, the ELHC VIII, LLC Project and (2) 18451 Montrose Street, the ELHC VI, LLC Project, in Edgerton, Kansas.

In November 2020, these projects, industrial revenue bonds, and related documents were transferred to IPVIII 185 Street LLC and IPVI Montrose LLC, respectively (together, the “Developer”).

The Developer now desires to refinance its private financing relating to the projects. The Developer and its lender have requested that the City execute a Collateral Assignment of IRB Documents and a Subordination/Attornment Agreement with respect to each series of bonds. This type of request is customary when a project that is subject to an IRB is financed/refinanced.

The Developers will continue to own the facilities, and no aspects of the IRB financing or related property tax abatements are being adjusted.

RESOLUTION NO. 12-11-25B

A RESOLUTION CONSENTING TO THE EXECUTION OF CERTAIN DOCUMENTS RELATING TO THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC VI, LLC PROJECT), SERIES 2017, AND INDUSTRIAL REVENUE BONDS (ELHC VIII, LLC PROJECT), SERIES 2016

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

WHEREAS, the City issued its Industrial Revenue Bonds (ELHC VIII, LLC Project), Series 2016 (the "Series 2016 Bonds"), in the aggregate maximum principal amount of \$41,400,000 for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project, consisting of an approximately 780,000 square foot warehouse and distribution facility, located at 30900 W. 185th Street, Edgerton, Kansas; and

WHEREAS, pursuant to that certain Assignment and Assumption of IRB Documents dated November 25, 2020, the original developer assigned and transferred the Series 2016 Bonds and related documents to IPVIII 185 Street LLC (the "Series 2016 Developer"); and

WHEREAS, the City issued its Industrial Revenue Bonds (ELHC VI, LLC Project), Series 2017 (the "Series 2017 Bonds," and collectively with the Series 2016 Bonds, the "Bonds"), in the aggregate maximum principal amount of \$42,600,000 for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project, consisting of an approximately 777,000 square foot warehouse and distribution facility, located at 18451 Montrose Street, Edgerton, Kansas; and

WHEREAS, pursuant to that certain Assignment and Assumption of IRB Documents dated November 25, 2020, the original developer assigned and transferred the Series 2017 Bonds and related documents to IPVI Montrose LLC (the "Series 2017 Developer," and together with the Series 2016 Developer, the "Developer"); and

WHEREAS, in relation to the Bonds and the related documents, the Developer has requested and the City desires to execute a Collateral Assignment of IRB Documents and a Subordination/Attornment Agreement with respect to each series of Bonds (collectively, the "Documents").

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

Section 1. Authorization and Execution of Documents. The Governing Body hereby approves of the form of the Documents in substantially the form presented on this date (copies of which, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Documents for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Documents.

Section 2. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and

directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this 11th day of December, 2025.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

[SEAL]

ATTEST:

Dusti Callahan, City Clerk

Approved as to form:



Gilmore & Bell, P.C.,
Bond Counsel to City

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

Title of Document: Collateral Assignment of IRB Documents

Date of Document: December 11, 2025

Grantor(s): IPVI Montrose LLC, a Delaware limited liability company

Grantee(s): Simmons Bank, an Arkansas state-chartered bank

Grantee's Address: 1251 NW Briarcliff Parkway, Suite 150, Kansas City, Missouri 64116

Reference Book and Pages: Book 201709, Page 004970
Book 201709, Page 004971

Legal Description: See attached Schedule 1

COLLATERAL ASSIGNMENT OF IRB DOCUMENTS

This Collateral Assignment of IRB Documents (this “**Assignment**”) is executed as of this 11 day of December, 2025 (the “**Effective Date**”), by **IPVI MONTROSE LLC**, a Delaware limited liability company (“**Assignor**”), in favor of **SIMMONS BANK**, an Arkansas state-chartered bank (“**Lender**”).

WITNESSETH

WHEREAS, the City of Edgerton, Kansas (the “**City**”), has previously issued its \$42,600,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC VI, LLC Project), Series 2017 (the “**Bonds**”), pursuant to a Trust Indenture dated as of September 1, 2017 (the “**Indenture**”), between the City and BOKF, N.A., as trustee (“**Trustee**”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture).

WHEREAS, ELHC VI, LLC, a Kansas limited liability company (“**Seller**”), leased the Project to the City pursuant to a Base Lease Agreement dated as of September 1, 2017 (the “**Base PILOT Lease**”), between Seller and the City, a memorandum of which was recorded on September 18, 2017, in Book 201709, Page 004970, and the land that is subject to the Base PILOT Lease is set forth on **Schedule 1** (the “**Real Property**”);

WHEREAS, the City subleased the Project to Seller pursuant to a Lease Agreement dated as of September 1, 2017 (the “**Sub PILOT Lease**”), between the City and Seller, a memorandum of which was recorded on September 18, 2017, in Book 201709, Page 004971, which Sub PILOT Lease was subsequently collaterally assigned to Trustee pursuant to that certain Assignment of Lease Agreement dated September 14, 2017, which was recorded on September 18, 2017, in Book 201709, Page 004972, which Sub PILOT Lease covers the Real Property;

WHEREAS, the City and Seller entered into a Performance Agreement dated as of September 1, 2017 (the “**Performance Agreement**”) whereby the parties set forth the terms relating to tax abatement for the Project;

WHEREAS, the City and Seller entered into an Origination Fee Agreement dated as of September 1, 2017 (the “**Origination Fee Agreement**”) whereby Seller agreed to make certain origination fee payments to the City over time;

WHEREAS, the City and Seller entered into a Bond Purchase Agreement dated as of September 1, 2017 (the “**Bond Purchase Agreement**”) whereby City agreed to sell and Seller agreed to purchase the Bonds on the terms and conditions set forth therein;

WHEREAS, pursuant to that certain Assignment and Assumption of IRB Documents dated November 25, 2020 by and between Seller and Assignor, Seller assigned and transferred and Assignor assumed all of Seller’s interest in and to the Bonds, the Indenture, the Bond Purchase Agreement, the Base PILOT Lease, the Sub PILOT Lease, the Performance Agreement and the Origination Fee Agreement (collectively, the “**IRB Documents**”);

WHEREAS, on November 12, 2020, the Bonds were assigned to Assignor;

WHEREAS, pursuant to that certain Promissory Note, dated of even date herewith, executed by Assignor and a certain other borrower (collectively, “**Borrower**”) and payable to the order of Lender in the original principal amount of \$63,885,000 (together with all replacements, renewals, modifications, increases, splits, and extensions thereof, the “**Note**”), Borrower has become indebted, and may from time to time be further indebted, to Lender with respect to a loan (the “**Loan**”) which is secured, in part, by the lien and security interest of that certain Fee and Leasehold Mortgage and

Security Agreement from Borrower for the benefit of Lender of even date herewith (the “**Mortgage**”), and further evidenced, secured or governed by other instruments and documents now or hereinafter executed in connection with the Loan (together with the Note and the Mortgage, the “**Loan Documents**”); and

WHEREAS, one condition to Lender’s agreement to extend credit to Assignor is that Lender must be provided a first priority perfected collateral assignment of IRB Documents;

NOW, THEREFORE, as an inducement to cause Lender to extend the Loan to Assignor, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. Affirmation of Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Security Interest; Assignment. To secure the payment of the Indebtedness (as defined in the Mortgage), Assignor does hereby collaterally assign, pledge, mortgage, convey, and set over unto Lender and grants Lender a security interest in all of Assignor’s right, title, and interest in, to, and under the IRB Documents. Notwithstanding anything to the contrary contained herein, until such time as an Event of Default (as defined in the Mortgage) occurs, Assignor shall have a revocable license to exercise, subject to the other provisions of this Assignment and the Loan Documents, all of its rights and privileges under the IRB Documents.

3. Perfection. Trustee shall, as agent and bailee for Lender, retain possession of the Bonds to perfect Lender’s security interest therein, subject to Lender’s rights pursuant to the acknowledgment of Trustee attached hereto; provided, however, that Trustee shall not be responsible for and makes no representation as to the value or condition of the Bonds or as to the validity or first priority status of Lender’s security interest in the Bonds and, pursuant to the Indenture, shall be protected in acting upon the written direction of the registered owner of the Bonds. By its acknowledgement hereto, Trustee agrees it shall not release or otherwise deliver the Bonds at the direction of Assignor at any time prior to the full repayment of the Indebtedness or the expiration of the term of the IRB Documents absent the receipt of written consent of Lender.

4. Financing Statements. Assignor hereby irrevocably authorizes Lender at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto without the signature of Assignor that indicate that the IRB Documents are collateral for the Loan.

5. Termination. Upon full payment, performance, and observance by Assignor of all Indebtedness or the expiration of the term of the IRB Documents, this Assignment and the lien or charge created hereby or resulting herefrom shall automatically terminate and cease to exist and Lender shall, upon Assignor’s request and at Assignor’s expense, execute and deliver to Assignor such instruments of re-assignment or termination as shall be reasonably necessary to effectuate such termination and cause Trustee to, if the term of the IRB Documents has expired, deliver a copy of the cancelled Bonds to Assignor, and if full payment, performance, and observance has been made by Assignor of all obligations related to the Indebtedness but the Bonds remain outstanding, deliver the Bonds to Assignor at the written request of Assignor.

6. Assignor’s Representations, Warranties, and Covenants. Assignor represents, warrants, and covenants to Lender that:

(a) Except in connection with this Assignment and the other Loan Documents, Assignor has not and shall not sell, transfer, assign, pledge, encumber, or mortgage the IRB Documents or any interest therein without the prior written consent of Lender and shall use commercially reasonable

efforts to prevent anything that materially impairs the enjoyment of its rights under the IRB Documents or the security intended to be afforded by this Assignment. Except as set forth in this **Section 6**, Assignor shall not amend, modify, or terminate (other than termination by expiration of the term of the Bonds) any of the IRB Documents without the prior written consent of Lender.

(b) Assignor shall reimburse Lender for all actual out-of-pocket costs, expenses, and fees, including court costs and reasonable attorneys' fees, incurred for any action taken by Lender to remedy a default of Assignor under this Assignment, together with interest on all said amounts at a per annum rate equal to the Default Rate (as defined in the Loan Documents) from and after the date such amounts are incurred by Lender.

(c) Until the Indebtedness is repaid, Assignor shall remain liable for all costs, fees, and expenses which may be or become due and payable under the IRB Documents and for all responsibilities of the ownership of the Real Property.

7. Limitation of Lender's Liability. Notwithstanding anything to the contrary contained in any of the IRB Documents, the interest of Assignor therein is assigned and transferred to Lender by way of collateral security only, and Lender shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the IRB Documents by Lender's acceptance hereof, whether provided for by the terms thereof, arising by operation of law or otherwise. Assignor hereby acknowledges that Assignor shall remain liable for the due performance of Assignor's obligations under the IRB Documents to the same extent as though this Assignment had not been made. It is expressly intended, understood, and agreed that this Assignment, the Note, the Mortgage, and the other Loan Documents are made and entered into for the sole protection and benefit of Lender and Assignor, and their respective successors and assigns (but in the case of assigns of Assignor, only to the extent permitted hereunder), and no other person or persons shall have any right of action hereunder or rights to the proceeds of the Loan at any time and that no third party shall under any circumstances be entitled to any equitable lien on the undisbursed proceeds of the Loan at any time. The relationship between Lender and Assignor is solely that of a lender and borrower, and nothing contained herein shall in any manner be construed as making the parties hereto partners or joint venturers or creating any other relationship other than lender and borrower.

8. Legal and Binding Agreement. Assignor warrants that to the best of its knowledge the execution and performance of this Assignment will not violate any judicial or administrative order or governmental law or regulation binding on Assignor and that this Assignment is valid, binding, and enforceable in every respect according to its terms.

9. Remedies Upon Default. Immediately upon the occurrence of an Event of Default, the license granted hereby to Assignor shall automatically be revoked upon notice from Lender to Assignor, and Lender may pursue any or all of the following remedies without notice to Assignor except as required below:

(a) Notice to the City. Lender may notify the City and Trustee to make payments due to Assignor and give notices pertaining to the IRB Documents directly to Lender.

(b) Rights of Holder. Lender may exercise any or all rights of the holder of the Bonds and Assignor's interest under the IRB Documents. Without limiting the foregoing, Lender may initiate any administrative or judicial proceeding that it may deem necessary in the course of enforcing any rights under the IRB Documents. Any administrative or judicial action or other action taken by Lender pursuant to the IRB Documents may be taken by Lender in its own name or in Assignor's name. Lender may enter into any amendment or extension of the IRB Documents and may grant any indulgences with respect thereto that Lender may deem appropriate in the course of exercising its rights under the IRB Documents. Assignor hereby appoints Lender Assignor's attorney-in-fact to take any

action authorized by this Assignment upon default. Assignor acknowledges that this power of attorney is coupled with an interest and is irrevocable.

(c) Sale of Bonds. Lender may sell the Bonds pursuant to Lender's rights under applicable law. Any such sale may be either public or private. It is agreed that ten (10) days' notice of any sale is commercially reasonable notice thereof. Any public sale may be adjourned to a different time, place, or both by announcement at the advertised time and place of sale, without further publication. Any advertised sale may be canceled in Lender's discretion, either before or after the opening of bidding. Lender shall transfer the Bonds to any purchaser thereof by endorsing the assignment of the Bonds to the purchaser's order, without warranty or recourse on the part of Lender, and in connection therewith shall assign to said purchaser its interest in the other IRB Documents. Notwithstanding anything to the contrary herein, any future sale or other transfer of the Bonds shall be subject at all times to the requirements of the Indenture.

(d) Setoff. Lender may exercise its lien upon and right of setoff against any monies, items, credits, deposits, or instruments that Lender may have in its possession and which belong to Assignor or any other person or entity liable for the payments of any or all of the Indebtedness.

(e) Other Remedies. Lender may pursue any other remedies available under any other document evidencing or securing the Indebtedness or otherwise available to Lender at law or in equity.

10. Notices. All notices and demands which are required or permitted to be given or served hereunder shall be deemed sufficiently served when delivered in the manner and to the persons described in the Mortgage.

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

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

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

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

15. Indemnity. Assignor hereby agrees that no liability shall be asserted or enforced by Assignor against Lender in its exercise of the powers and rights herein granted, all such liability being hereby expressly waived and released by Assignor except to the extent arising from Lender's gross negligence or willful misconduct. Assignor hereby indemnifies, defends, and holds Lender harmless from and against all claims, demands, losses, damages, expenses, and costs including, but not limited to, reasonable attorneys' fees and expenses actually incurred, arising out of or in connection with Assignor's failure to observe, perform, and discharge each and every one of the covenants, obligations, and liabilities of Assignor under the IRB Documents to be observed, performed, or discharged with respect to the period prior to Lender obtaining title to the Real Property.

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

CONSENT OF THE CITY

The City hereby acknowledges, consents and agrees to the execution and delivery of this Collateral Assignment of IRB Documents dated December __, 2025, by IPVI Montrose LLC, a Delaware limited liability company, in favor of Simmons Bank, an Arkansas state-chartered bank.

The City further acknowledges, consents and agrees as follows:

(a) Pursuant to Section 10.4 of the Sub PILOT Lease, Assignor has the right to assign its rights and interest in the Sub PILOT Lease to Lender (or its designee or nominee) without the consent of the City. The City hereby consents to the assignment of the other IRB Documents by Assignor to Lender. If Lender or a Purchaser (as defined in that certain Subordination/Attornment Agreement of even date herewith by and between the City, Assignor, and Lender), as the case may be, acquires ownership of the Real Property, Lender or a Purchaser, as the case may be, shall have the further right to assign the IRB Documents without the consent of the City. Notwithstanding the provisions of Section 206 of the Indenture, the City consents to any and all assignments and transfers of the IRB Documents from Assignor to Lender or a Purchaser, as the case may be, and from Lender or a Purchaser, as the case may be, to any future assignee.

(b) The interest of Assignor in the IRB Documents is assigned and transferred to Lender by way of collateral security only, and Lender shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the IRB Documents by Lender's acceptance hereof, whether provided for by the terms hereof, arising by operation of law or otherwise.

(c) Upon and during the continuance of a default under the Loan Documents, Lender shall have the right to exercise all rights of Assignor under the IRB Documents.

(d) Notwithstanding any provision of the IRB Documents to the contrary, no default or event of default under the Mortgage or any other document or instrument evidencing or securing the Loan will, in and of itself, constitute a default or event of default under the IRB Documents.

(e) To the best of the City's knowledge, no default, monetary or otherwise, has occurred under the terms of the IRB Documents.

[Remainder of Page Intentionally Left Blank]

CITY:

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Dusti Callahan, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this _____ day of December, 2025, before me, a notary public in and for said county and state, came Donald Roberts, Mayor of the City of Edgerton, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Dusti Callahan, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

[SEAL]

Notary Public

My commission expires _____

SCHEDULE 1

LEGAL DESCRIPTION OF REAL PROPERTY

Real property in the City of Edgerton, County of Johnson, State of Kansas, described as follows:

All that part of the East Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, in Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 35; thence South $02^{\circ}24'35''$ East, along the East line of said Northwest Quarter, a distance of 22.00 feet to the Point of Beginning; thence continuing South $02^{\circ}24'35''$ East, along said East line, a distance of 1673.64 feet; thence departing said East line, South $87^{\circ}52'10''$ West, a distance of 1300.36 feet; thence North $02^{\circ}07'50''$ West, a distance of 151.37 feet; thence North $5^{\circ}35'10''$ West, a distance of 100.80 feet to a point on the West line of the East Half of the Northwest Quarter of said Section 35; thence North $02^{\circ}07'50''$ West, a distance of 1416.27 feet; thence North $42^{\circ}34'06''$ East, a distance of 28.46 feet to the South right-of-way line of 183rd Street as it now exists; thence along said South right-of-way line North $88^{\circ}32'07''$ East, a distance of 1278.35 feet to the Point of Beginning. Except any part used or dedicated for streets, roads or public right-of-ways.

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

Title of Document: Collateral Assignment of IRB Documents

Date of Document: December 11, 2025

Grantor(s): IPVIII 185 Street LLC, a Delaware limited liability company

Grantee(s): Simmons Bank, an Arkansas state-chartered bank

Grantee's Address: 1251 NW Briarcliff Parkway, Suite 150, Kansas City, Missouri 64116

Reference Book and Pages: Book 201611, Page 009301
Book 201611, Page 009302

Legal Description: See attached Schedule 1

COLLATERAL ASSIGNMENT OF IRB DOCUMENTS

This Collateral Assignment of IRB Documents (this “**Assignment**”) is executed as of this 11 day of December, 2025 (the “**Effective Date**”), by **IPVIII 185 STREET LLC**, a Delaware limited liability company (“**Assignor**”), in favor of **SIMMONS BANK**, an Arkansas state-chartered bank (“**Lender**”).

WITNESSETH

WHEREAS, the City of Edgerton, Kansas (the “**City**”), has previously issued its \$41,400,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHVIII, LLC Project), Series 2016 (the “**Bonds**”), pursuant to a Trust Indenture dated as of November 1, 2016 (the “**Indenture**”), between the City and UMB Bank, N.A., as trustee (“**Trustee**”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture).

WHEREAS, ELHVIII, LLC, a Kansas limited liability company (“**Seller**”), leased the Project to the City pursuant to a Base Lease Agreement dated as of November 1, 2016 (the “**Base PILOT Lease**”), between Seller and the City, a memorandum of which was recorded on November 28, 2016, in Book 201611, Page 009301, and the land that is subject to the Base PILOT Lease is set forth on **Schedule 1** (the “**Real Property**”);

WHEREAS, the City subleased the Project to Seller pursuant to a Lease Agreement dated as of November 1, 2016 (the “**Sub PILOT Lease**”), between the City and Seller, a memorandum of which was recorded on November 28, 2016, in Book 201611, Page 009302, which Sub PILOT Lease was subsequently collaterally assigned to Trustee pursuant to that certain Assignment of Lease Agreement dated November 14, 2016, which was recorded on November 28, 2016, in Book 201611, Page 009303, which Sub PILOT Lease covers the Real Property;

WHEREAS, the City and Seller entered into a Performance Agreement dated as of November 1, 2016 (the “**Performance Agreement**”) whereby the parties set forth the terms relating to tax abatement for the Project;

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

WHEREAS, the City and Seller entered into a Bond Purchase Agreement dated as of November 1, 2016 (the “**Bond Purchase Agreement**”) whereby City agreed to sell and Seller agreed to purchase the Bonds on the terms and conditions set forth therein;

WHEREAS, pursuant to that certain Assignment and Assumption of IRB Documents dated November 25, 2020 by and between Seller and Assignor, Seller assigned and transferred and Assignor assumed all of Seller’s interest in and to the Bonds, the Indenture, the Bond Purchase Agreement, the Base PILOT Lease, the Sub PILOT Lease, the Performance Agreement and the Origination Fee Agreement (collectively, the “**IRB Documents**”);

WHEREAS, on November 25, 2020, the Bonds were assigned to Assignor;

WHEREAS, pursuant to that certain Promissory Note, dated of even date herewith, executed by Assignor and a certain other borrower (collectively, “**Borrower**”) and payable to the order of Lender in the original principal amount of \$63,885,000 (together with all replacements, renewals, modifications, increases, splits, and extensions thereof, the “**Note**”), Borrower has become indebted, and may from time to time be further indebted, to Lender with respect to a loan (the “**Loan**”) which is secured, in part, by the lien and security interest of that certain Fee and Leasehold Mortgage and

Security Agreement from Borrower for the benefit of Lender of even date herewith (the “**Mortgage**”), and further evidenced, secured or governed by other instruments and documents now or hereinafter executed in connection with the Loan (together with the Note and the Mortgage, the “**Loan Documents**”); and

WHEREAS, one condition to Lender’s agreement to extend credit to Assignor is that Lender must be provided a first priority perfected collateral assignment of IRB Documents;

NOW, THEREFORE, as an inducement to cause Lender to extend the Loan to Assignor, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. Affirmation of Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Security Interest; Assignment. To secure the payment of the Indebtedness (as defined in the Mortgage), Assignor does hereby collaterally assign, pledge, mortgage, convey, and set over unto Lender and grants Lender a security interest in all of Assignor’s right, title, and interest in, to, and under the IRB Documents. Notwithstanding anything to the contrary contained herein, until such time as an Event of Default (as defined in the Mortgage) occurs, Assignor shall have a revocable license to exercise, subject to the other provisions of this Assignment and the Loan Documents, all of its rights and privileges under the IRB Documents.

3. Perfection. Trustee shall, as agent and bailee for Lender, retain possession of the Bonds to perfect Lender’s security interest therein, subject to Lender’s rights pursuant to the acknowledgment of Trustee attached hereto; provided, however, that Trustee shall not be responsible for and makes no representation as to the value or condition of the Bonds or as to the validity or first priority status of Lender’s security interest in the Bonds and, pursuant to the Indenture, shall be protected in acting upon the written direction of the registered owner of the Bonds. By its acknowledgement hereto, Trustee agrees it shall not release or otherwise deliver the Bonds at the direction of Assignor at any time prior to the full repayment of the Indebtedness or the expiration of the term of the IRB Documents absent the receipt of written consent of Lender.

4. Financing Statements. Assignor hereby irrevocably authorizes Lender at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto without the signature of Assignor that indicate that the IRB Documents are collateral for the Loan.

5. Termination. Upon full payment, performance, and observance by Assignor of all Indebtedness or the expiration of the term of the IRB Documents, this Assignment and the lien or charge created hereby or resulting herefrom shall automatically terminate and cease to exist and Lender shall, upon Assignor’s request and at Assignor’s expense, execute and deliver to Assignor such instruments of re-assignment or termination as shall be reasonably necessary to effectuate such termination and cause Trustee to, if the term of the IRB Documents has expired, deliver a copy of the cancelled Bonds to Assignor, and if full payment, performance, and observance has been made by Assignor of all obligations related to the Indebtedness but the Bonds remain outstanding, deliver the Bonds to Assignor at the written request of Assignor.

6. Assignor’s Representations, Warranties, and Covenants. Assignor represents, warrants, and covenants to Lender that:

(a) Except in connection with this Assignment and the other Loan Documents, Assignor has not and shall not sell, transfer, assign, pledge, encumber, or mortgage the IRB Documents or any interest therein without the prior written consent of Lender and shall use commercially reasonable

efforts to prevent anything that materially impairs the enjoyment of its rights under the IRB Documents or the security intended to be afforded by this Assignment. Except as set forth in this **Section 6**, Assignor shall not amend, modify, or terminate (other than termination by expiration of the term of the Bonds) any of the IRB Documents without the prior written consent of Lender.

(b) Assignor shall reimburse Lender for all actual out-of-pocket costs, expenses, and fees, including court costs and reasonable attorneys' fees, incurred for any action taken by Lender to remedy a default of Assignor under this Assignment, together with interest on all said amounts at a per annum rate equal to the Default Rate (as defined in the Loan Documents) from and after the date such amounts are incurred by Lender.

(c) Until the Indebtedness is repaid, Assignor shall remain liable for all costs, fees, and expenses which may be or become due and payable under the IRB Documents and for all responsibilities of the ownership of the Real Property.

7. Limitation of Lender's Liability. Notwithstanding anything to the contrary contained in any of the IRB Documents, the interest of Assignor therein is assigned and transferred to Lender by way of collateral security only, and Lender shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the IRB Documents by Lender's acceptance hereof, whether provided for by the terms thereof, arising by operation of law or otherwise. Assignor hereby acknowledges that Assignor shall remain liable for the due performance of Assignor's obligations under the IRB Documents to the same extent as though this Assignment had not been made. It is expressly intended, understood, and agreed that this Assignment, the Note, the Mortgage, and the other Loan Documents are made and entered into for the sole protection and benefit of Lender and Assignor, and their respective successors and assigns (but in the case of assigns of Assignor, only to the extent permitted hereunder), and no other person or persons shall have any right of action hereunder or rights to the proceeds of the Loan at any time and that no third party shall under any circumstances be entitled to any equitable lien on the undisbursed proceeds of the Loan at any time. The relationship between Lender and Assignor is solely that of a lender and borrower, and nothing contained herein shall in any manner be construed as making the parties hereto partners or joint venturers or creating any other relationship other than lender and borrower.

8. Legal and Binding Agreement. Assignor warrants that to the best of its knowledge the execution and performance of this Assignment will not violate any judicial or administrative order or governmental law or regulation binding on Assignor and that this Assignment is valid, binding, and enforceable in every respect according to its terms.

9. Remedies Upon Default. Immediately upon the occurrence of an Event of Default, the license granted hereby to Assignor shall automatically be revoked upon notice from Lender to Assignor, and Lender may pursue any or all of the following remedies without notice to Assignor except as required below:

(a) Notice to the City. Lender may notify the City and Trustee to make payments due to Assignor and give notices pertaining to the IRB Documents directly to Lender.

(b) Rights of Holder. Lender may exercise any or all rights of the holder of the Bonds and Assignor's interest under the IRB Documents. Without limiting the foregoing, Lender may initiate any administrative or judicial proceeding that it may deem necessary in the course of enforcing any rights under the IRB Documents. Any administrative or judicial action or other action taken by Lender pursuant to the IRB Documents may be taken by Lender in its own name or in Assignor's name. Lender may enter into any amendment or extension of the IRB Documents and may grant any indulgences with respect thereto that Lender may deem appropriate in the course of exercising its rights under the IRB Documents. Assignor hereby appoints Lender Assignor's attorney-in-fact to take any

action authorized by this Assignment upon default. Assignor acknowledges that this power of attorney is coupled with an interest and is irrevocable.

(c) Sale of Bonds. Lender may sell the Bonds pursuant to Lender's rights under applicable law. Any such sale may be either public or private. It is agreed that ten (10) days' notice of any sale is commercially reasonable notice thereof. Any public sale may be adjourned to a different time, place, or both by announcement at the advertised time and place of sale, without further publication. Any advertised sale may be canceled in Lender's discretion, either before or after the opening of bidding. Lender shall transfer the Bonds to any purchaser thereof by endorsing the assignment of the Bonds to the purchaser's order, without warranty or recourse on the part of Lender, and in connection therewith shall assign to said purchaser its interest in the other IRB Documents. Notwithstanding anything to the contrary herein, any future sale or other transfer of the Bonds shall be subject at all times to the requirements of the Indenture.

(d) Setoff. Lender may exercise its lien upon and right of setoff against any monies, items, credits, deposits, or instruments that Lender may have in its possession and which belong to Assignor or any other person or entity liable for the payments of any or all of the Indebtedness.

(e) Other Remedies. Lender may pursue any other remedies available under any other document evidencing or securing the Indebtedness or otherwise available to Lender at law or in equity.

10. Notices. All notices and demands which are required or permitted to be given or served hereunder shall be deemed sufficiently served when delivered in the manner and to the persons described in the Mortgage.

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

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

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

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

15. Indemnity. Assignor hereby agrees that no liability shall be asserted or enforced by Assignor against Lender in its exercise of the powers and rights herein granted, all such liability being hereby expressly waived and released by Assignor except to the extent arising from Lender's gross negligence or willful misconduct. Assignor hereby indemnifies, defends, and holds Lender harmless from and against all claims, demands, losses, damages, expenses, and costs including, but not limited to, reasonable attorneys' fees and expenses actually incurred, arising out of or in connection with Assignor's failure to observe, perform, and discharge each and every one of the covenants, obligations, and liabilities of Assignor under the IRB Documents to be observed, performed, or discharged with respect to the period prior to Lender obtaining title to the Real Property.

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

CONSENT OF THE CITY

The City hereby acknowledges, consents and agrees to the execution and delivery of this Collateral Assignment of IRB Documents dated December __, 2025, by IPVIII 185 Street LLC, a Delaware limited liability company, in favor of Simmons Bank, an Arkansas state-chartered bank.

The City further acknowledges, consents and agrees as follows:

(a) Pursuant to Section 10.4 of the Sub PILOT Lease, Assignor has the right to assign its rights and interest in the Sub PILOT Lease to Lender (or its designee or nominee) without the consent of the City. The City hereby consents to the assignment of the other IRB Documents by Assignor to Lender. If Lender or a Purchaser (as defined in that certain Subordination/Attornment Agreement of even date herewith by and between the City, Assignor, and Lender), as the case may be, acquires ownership of the Real Property, Lender or a Purchaser, as the case may be, shall have the further right to assign the IRB Documents without the consent of the City. Notwithstanding the provisions of Section 206 of the Indenture, the City consents to any and all assignments and transfers of the IRB Documents from Assignor to Lender or a Purchaser, as the case may be, and from Lender or a Purchaser, as the case may be, to any future assignee.

(b) The interest of Assignor in the IRB Documents is assigned and transferred to Lender by way of collateral security only, and Lender shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the IRB Documents by Lender's acceptance hereof, whether provided for by the terms hereof, arising by operation of law or otherwise.

(c) Upon and during the continuance of a default under the Loan Documents, Lender shall have the right to exercise all rights of Assignor under the IRB Documents.

(d) Notwithstanding any provision of the IRB Documents to the contrary, no default or event of default under the Mortgage or any other document or instrument evidencing or securing the Loan will, in and of itself, constitute a default or event of default under the IRB Documents.

(e) To the best of the City's knowledge, no default, monetary or otherwise, has occurred under the terms of the IRB Documents.

[Remainder of Page Intentionally Left Blank]

CITY:

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Dusti Callahan, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this _____ day of December, 2025, before me, a notary public in and for said county and state, came Donald Roberts, Mayor of the City of Edgerton, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Dusti Callahan, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

[SEAL]

Notary Public

My commission expires _____

SCHEDULE 1

LEGAL DESCRIPTION OF REAL PROPERTY

Real property in the City of Edgerton, County of Johnson, State of Kansas, described as follows:

A tract of land in the South One-Half of the Southwest Quarter of Section 26, Township 14 South, Range 22 East, and the West One-Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas being more particularly described as follows:

Beginning at the Southwest corner of Southwest Quarter of said Section 26; thence North $02^{\circ}08'36''$ West, along the West line of said Southwest Quarter, a distance of 30.00 feet; thence departing said West line, North $88^{\circ}32'07''$ East, along a line 30 feet North of and parallel with the South line of said Southwest Quarter and along the North right-way line of 183rd Street, as now established, and its Westerly extension, a distance of 1,299.07 feet; thence departing said North right-of-way line, South $01^{\circ}27'53''$ East, a distance of 30.00 feet to the North line of the Northwest Quarter of said Section 35; thence South $02^{\circ}07'50''$ East, along the East line of the West One-Half of the Northwest Quarter of said Section 35, a distance of 1,730.26 feet; thence departing said East line, South $42^{\circ}46'43''$ West, a distance of 2.40 feet; thence South $89^{\circ}06'11''$ West, a distance of 76.72 feet; thence North $54^{\circ}34'55''$ West, a distance of 61.57 feet; thence North $88^{\circ}30'38''$ West, a distance of 104.25 feet; thence South $88^{\circ}06'09''$ West, a distance of 410.24 feet to a point of curvature; thence Westerly and Northwesterly, along a curve to the right having a radius of 540.00 feet and a central angle of $26^{\circ}25'31''$, an arc distance of 249.05 feet to a point of tangency; thence North $65^{\circ}28'21''$ West, a distance of 139.11 feet to a point of curvature; thence Northwesterly, along a curve to the left having a radius of 460.00 feet and a central angle of $14^{\circ}11'55''$, an arc distance of 113.99 feet; thence South $79^{\circ}38'21''$ West, a distance of 122.00 feet; thence South $07^{\circ}31'17''$ West, a distance of 121.66 feet; thence South $88^{\circ}03'33''$ West, a distance of 50.00 feet to the West line of the Southwest Quarter of said Section 35; thence North $01^{\circ}56'27''$ West, along said West line, a distance of 1,679.01 feet to the Northwest corner of said Southwest Quarter and the Point of Beginning; Containing 2,195,603 square feet, or 50.404 acres, more or less, except that part in roads.

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

Title of Document: Subordination/Attornment Agreement

Date of Document: December 11, 2025

Grantor(s): City of Edgerton, Kansas, and IPVI Montrose LLC, a Delaware limited liability company

Grantee(s): Simmons Bank, an Arkansas state-chartered bank

Grantee's Address: 1251 NW Briarcliff Parkway, Suite 150, Kansas City, Missouri 64116

Reference Book and Pages: Book 201709, Page 004970
Book 201709, Page 004971

Legal Description: See attached Schedule 1

SUBORDINATION/ATTORNMENMENT AGREEMENT

This Subordination/Attornment Agreement (this “**Agreement**”) is made as of this 11 day of December, 2025, by and among the City of Edgerton, Kansas (the “**City**”), **IPVI MONTROSE LLC**, a Delaware limited liability company (“**Property Owner**”), and **SIMMONS BANK**, an Arkansas state-chartered bank (“**Lender**”).

RECITALS

A. The City has previously issued its \$42,600,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC VI, LLC Project), Series 2017 (the “**Bonds**”), pursuant to a Trust Indenture dated as of September 1, 2017 (the “**Indenture**”), between the City and BOKF, N.A., as trustee (“**Trustee**”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture).

B. ELHC VI, LLC, a Kansas limited liability company (“**Seller**”), leased the Project to the City pursuant to a Base Lease Agreement dated as of September 1, 2017 (the “**Base PILOT Lease**”), between Seller and the City, a memorandum of which was recorded on September 18, 2017, in Book 201709, Page 004970, and the legal description of the land that is subject to the Base PILOT Lease is set forth on **Schedule 1** (the “**Property**”).

C. The City subleased the Project to Seller pursuant to a Lease Agreement dated as of September 1, 2017 (the “**Sub PILOT Lease**”), between the City and Seller, a memorandum of which was recorded on September 18, 2017, in Book 201709, Page 004971, and the Sub PILOT Lease was subsequently collaterally assigned to Trustee pursuant to that certain Assignment of Lease Agreement dated September 14, 2017, which was recorded on September 18, 2017, in Book 201709, Page 004972, which Sub PILOT Lease covers the Property.

D. The City and Seller entered into a Performance Agreement dated as of September 1, 2017 (the “**Performance Agreement**”) whereby the parties set forth the terms relating to tax abatement for the Project.

E. The City and Seller entered into an Origination Fee Agreement dated as of September 1, 2017 (the “**Origination Fee Agreement**”) whereby Seller agreed to make certain origination fee payments to the City over time.

F. The City and Seller entered into a Bond Purchase Agreement dated as of September 1, 2017 (the “**Bond Purchase Agreement**”) whereby the City agreed to sell and Seller agreed to purchase the Bonds on the terms and conditions set forth therein.

G. Pursuant to that certain Assignment and Assumption of IRB Documents dated November 25, 2020 by and between Seller and Property Owner, Seller assigned and transferred to Property Owner and Property Owner assumed all of Seller’s interest in and to the Bonds, the Indenture, the Bond Purchase Agreement, the Base PILOT Lease, the Sub PILOT Lease, the Performance Agreement and the Origination Fee Agreement (collectively, the “**IRB Documents**”).

H. On November 12, 2020, the Bonds were assigned to Property Owner.

I. Pursuant to that certain Promissory Note, dated of even date herewith, executed by Property Owner and a certain other borrower (collectively, “**Borrower**”) and payable to the order of Lender in the original principal amount of \$63,885,000 (together with all replacements, renewals, modifications, increases, splits, and extensions thereof, the “**Note**”), Borrower has become indebted, and may from time to time be further indebted, to Lender with respect to a loan (the “**Loan**”) which is

secured, in part, by the lien and security interest of that certain Fee and Leasehold Mortgage and Security Agreement from Borrower for the benefit of Lender of even date herewith (the “**Mortgage**”), and further evidenced, secured, or governed by other instruments and documents now or hereinafter executed in connection with the Loan (together with the Note and the Mortgage, the “**Loan Documents**”).

J. In connection with the Loan, pursuant to that certain Collateral Assignment of IRB Documents of even date herewith by and between Property Owner and Lender and consented to by the City and Trustee, Property Owner has collaterally assigned all of its rights and interest in the IRB Documents to Lender.

K. Lender wishes to have the City and Property Owner confirm the priority of the Mortgage over the Base PILOT Lease and the Sub PILOT Lease (collectively, the “**Leases**”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. The City and Property Owner hereby covenant and agree that all rights and interests whatsoever under the Leases shall be and shall remain subject and subordinate to the lien of the Mortgage, to all of the rights and interests of Lender under the Mortgage and to all of the terms, conditions and provisions thereof, to all advances made or to be made thereunder or under the Note, and to any increases, renewals, extensions, modifications, substitutions, consolidations or replacements thereof or of the Note.

3. If the interest of Property Owner under the Leases shall be acquired by Lender or any purchaser (“**Purchaser**”) by reason of exercise of the power of sale or the foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender or Purchaser succeeds to the interest of Property Owner under the Leases, unless Lender or Purchaser, as the case may be, elects to terminate the IRB Documents pursuant to **Section 4**, the Base PILOT Lease shall not be terminated by said foreclosure or other proceedings, and the City and Property Owner agree that Lender or Purchaser, as the case may be, shall be entitled to all of the rights and benefits of Property Owner under the Leases, and the City shall attorn to Lender or Purchaser, as the case may be, as its lessor under the Base PILOT Lease and recognize Lender or Purchaser, as the case may be, as lessee under the Sub PILOT Lease, provided that Lender or Purchaser, as the case may be, provides, within five (5) days following its acquisition of title to the Property, notice to the City of its election to assume the rights and duties under the Leases and a Representation Letter substantially in the form attached hereto as **Exhibit A**, and the Leases shall in such event continue in accordance with their respective terms. Moreover, Lender or Purchaser, as the case may be, shall have the right to further assign the Leases pursuant to Section 10.4(c) of the Sub PILOT Lease.

4. Notwithstanding anything in **Section 3** to the contrary, the City hereby agrees that Lender or Purchaser, as the case may be, shall have the option within five (5) days after foreclosure of the Mortgage or any conveyance of the Property by deed in lieu of foreclosure upon written notice to the City to (i) terminate the IRB Documents, in which event Lender or Purchaser, as the case may be, shall have no obligation to the City or any other party with respect to any amounts due or accruing prior, or subsequent, to the date of such foreclosure or deed in lieu of foreclosure or (ii) continue the IRB Documents upon all of the terms and provisions provided therein.

5. Notwithstanding anything to the contrary contained in the IRB Documents or herein, if Lender or Purchaser, as the case may be, shall succeed to the interest of Property Owner under the IRB Documents, Lender or Purchaser, as the case may be, other than for Basic Rent and Additional Rent due and payable under the Sub PILOT Lease, shall have no personal liability as successor to Property Owner, and the City shall look only to the estate and property of Lender or Purchaser, as the case may be, in the Property for the satisfaction of the City's remedies for the collection of a judgment requiring the payment of money in the event of any default under the IRB Documents.

6. If the Leases terminate prior to expiration of the Lease Term (as defined in the Sub PILOT Lease), Lender shall have the right to require the City to execute new leases pursuant to Section 10.4(d)(viii) of the Sub PILOT Lease.

7. Notwithstanding anything to the contrary contained in the IRB Documents or herein, Lender or Purchaser, as the case may be, shall not be liable to the City for any liability or obligation of Property Owner under the IRB Documents unless and until Lender or Purchaser, as the case may be, shall take title to the Property and notify the City that it has assumed the obligations of Property Owner under the IRB Documents as provided above, and thereafter, upon the assignment, sale or other transfer by Lender or Purchaser, as the case may be, of its interest under the IRB Documents, Lender or Purchaser, as the case may be, shall be released from liability under the IRB Documents as of the effective date of such assignment, sale or transfer, provided that the assignee agrees to be bound by the terms and conditions of the IRB Documents for the periods of ownership by Lender or Purchaser, as the case may be.

8. The City and Property Owner shall not by agreement amend, modify, surrender, cancel or terminate any of the IRB Documents without Lender's prior written consent. Lender or Purchaser, as the case may be, shall not be bound by any agreement or modification of the IRB Documents made without Lender's or Purchaser's written consent. Notwithstanding the foregoing, upon full payment, performance and observance by Property Owner of all obligations under the Loan or the expiration of the term of the IRB Documents, this Agreement shall automatically terminate and cease to exist and Lender shall, upon Property Owner's request and at Property Owner's expense, execute and deliver to Property Owner such instruments of termination as shall be reasonably necessary to effectuate such termination and cause Trustee to, if the term of the IRB Documents has expired, deliver a copy of the cancelled Bonds to Property Owner, and if full payment, performance, and observance has been made by Property Owner of all obligations under the Loan but the Bonds are still outstanding, deliver the Bonds to Property Owner at the written request of Property Owner.

9. The City hereby covenants and agrees that no notice of default given to Property Owner, and no exercise of any remedy by the City as a result of any such default under the Leases and the other IRB Documents, shall be effective unless such notice shall have been sent to Lender, and Lender shall have failed to remedy such act or omission within such period of time equal to Property Owner's applicable cure period plus (i) twenty (20) days with respect to monetary defaults or (ii) the additional period of time offered the "leasehold mortgagee" under Sections 10.4(d)(iv) and (vii) of the Sub PILOT Lease with respect to non-monetary defaults. Any default under any of the IRB Documents which by its nature is incapable of being cured by Lender or Purchaser, as the case may be, shall be waived by the City as between the City and Lender or Purchaser, as the case may be.

10. The City acknowledges that neither the execution nor delivery of the Loan Documents, nor any modification thereof or assignment of the beneficial interests thereunder, will be a default under the IRB Documents.

11. The City acknowledges that, in the event of damage to the improvements on the Property due to casualty or condemnation, the casualty insurance proceeds or condemnation proceeds, as the case may be, may be required by Lender to be applied to reduce the Indebtedness (as defined in the Mortgage) or may be required by Lender to be used for, and used by the tenant under the Leases for, restoration of the improvements on the Property. In the event of any conflict between the provisions of the Leases and the provisions of the Loan Documents with respect to application of casualty and condemnation proceeds, the provisions of the Loan Documents shall control.

12. This Agreement shall serve as notice from Lender to the City under Section 10.4(d) of the Sub PILOT Lease of the making of the Loan, and the name and address of Lender, which are as follows:

Simmons Bank
1251 NW Briarcliff Parkway, Suite 150
Kansas City, Missouri 64116
Attn: Stephen Maurin

With a copy to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
Clayton, Missouri 63105
Attn: Wendi Alper-Pressman, Esq.

The City acknowledges that Lender has complied with all requirements under Section 10.4(d) of the Sub PILOT Lease, and Lender shall be entitled to all rights, privileges, and protections afforded to “mortgagees” or “leasehold mortgagees” under the Leases (including, without limitation, under Section 10.4 of the Sub PILOT Lease). In the event of any conflict between the provisions of the Leases and the provisions of this Agreement, the provisions of this Agreement shall control.

13. Lender may at any time, without the consent of the City or Property Owner, sell, assign participate or securitize all or any portion of the Loan. This Agreement shall inure to the benefit of and shall be binding upon the City, Property Owner and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may not be altered, modified or amended except in writing signed by all of the parties hereto. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the state where the Property is located.

14. Notwithstanding anything in this Agreement to the contrary, if Lender forecloses on the Mortgage or acquires the Property by deed in lieu of foreclosure, any Tax Payments (as defined in the Performance Agreement) due and payable under Section 2.3 of the Performance Agreement at the time of such foreclosure or acquisition by deed in lieu of foreclosure shall be the responsibility of Lender, even if Lender terminates the IRB Documents. By contrast, any payments of the Origination Fee (as defined in the Origination Fee Agreement) that are due and payable under the IRB Documents at the time of such foreclosure or acquisition by deed in lieu of foreclosure shall be the responsibility of Lender only if Lender chooses not to terminate the IRB Documents.

15. Property Owner, as current sole owner of the Bonds, hereby directs Trustee to provide its acknowledgement of this Agreement.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Dusti Callahan, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this _____ day of December, 2025, before me, a notary public in and for said county and state, came Donald Roberts, Mayor of the City of Edgerton, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Dusti Callahan, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

[SEAL]

Notary Public

My commission expires _____

[Signature page Subordination/Attornment Agreement]

Schedule 1

Legal Description of Property

Real property in the City of Edgerton, County of Johnson, State of Kansas, described as follows:

All that part of the East Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, in Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 35; thence South 02°24'35" East, along the East line of said Northwest Quarter, a distance of 22.00 feet to the Point of Beginning; thence continuing South 02°24'35" East, along said East line, a distance of 1673.64 feet; thence departing said East line, South 87°52'10" West, a distance of 1300.36 feet; thence North 02°07'50" West, a distance of 151.37 feet; thence North 5°35'10" West, a distance of 100.80 feet to a point on the West line of the East Half of the Northwest Quarter of said Section 35; thence North 02°07'50" West, a distance of 1416.27 feet; thence North 42°34'06" East, a distance of 28.46 feet to the South right-of-way line of 183rd Street as it now exists; thence along said South right-of-way line North 88°32'07" East, a distance of 1278.35 feet to the Point of Beginning. Except any part used or dedicated for streets, roads or public right-of-ways.

Exhibit A

Form of Representation Letter

[attached]

PURCHASER'S RECEIPT AND REPRESENTATION LETTER

_____, 20__

City of Edgerton, Kansas
Edgerton, Kansas

BOKF, N.A.
as Trustee
Kansas City, Missouri

Re: City of Edgerton, Kansas, \$42,600,000 Aggregate Maximum Principal Amount of Industrial Revenue Bonds (ELHC VI, LLC Project), Series 2017

Ladies and Gentlemen:

In connection with the assignment of the above-described bonds (the "Bonds") on this date from IPVI Montrose LLC, a Delaware limited liability company, to _____, a [state][entity] ("Purchaser"), Purchaser hereby represents, warrants and agrees as follows:

1. Purchaser, on the date hereof, received from the City one registered bond designated Industrial Revenue Bond (ELHC VI, LLC Project), Series 2017, in the aggregate maximum principal amount of \$42,600,000 and numbered R-3, becoming due on February 1, 2028, or when called, and bearing interest at the rate set forth therein from its date of authentication until its principal amount is paid in full.

2. Purchaser fully understands

(a) that the Bonds have been issued under and pursuant to a Trust Indenture dated as of September 1, 2017 (the "Indenture"), between the City and BOKF, N.A., a national banking association (the "Trustee"); and

(b) that the Bonds are payable solely out of the rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) under a Lease Agreement dated as of September 1, 2017 (the "Lease"), between the City and IPVI Montrose LLC, a Delaware limited liability company, as assignee (the "Company"), which rents, revenues and receipts have been pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

3. Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with

a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of an opinion of counsel acceptable to the City and Purchaser that all registration and disclosure requirements of the U.S. Securities and Exchange Commission and all other appropriate federal and Kansas securities laws and the securities laws of any other applicable state are complied with; provided that the collateral assignment of the Bonds to the holder of any mortgage shall be permitted.

5. The Company has (a) furnished to Purchaser such information about itself as Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to Purchaser all additional information which it has requested.

6. Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of the terms and risks associated with purchasing the Bonds. Purchaser believes that the Bonds are a security of the kind that it wishes to purchase and hold for investment and that the nature and amount of the Bonds are consistent with Purchaser's investment program.

7. Purchaser understands and agrees that the interest on the Bonds is subject to federal income taxation and is not tax exempt for federal income tax purposes.

8. Purchaser acknowledges that the Company has elected not to purchase an owner's policy of title insurance insuring the City's leasehold interest in the Project or the Company's sub-leasehold interest in the Project. Purchaser has completed its own due diligence with respect to ownership of the Project, and Purchaser assumes the risk that any defect in or encumbrance on title could have on the payment of or security for the Bonds, including, but not limited to, rendering the Lease invalid.

9. Purchaser has been furnished with a copy of the Bond transcript and the legal approving opinion of bond counsel with respect to the assignment of the Bonds.

_____, a [state][entity]

By: _____
Name: _____
Title: _____

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

Title of Document: Subordination/Attornment Agreement
Date of Document: December 11, 2025
Grantor(s): City of Edgerton, Kansas, and IPVIII 185 Street LLC, a Delaware limited liability company
Grantee(s): Simmons Bank, an Arkansas state-chartered bank
Grantee's Address: 1251 NW Briarcliff Parkway, Suite 150, Kansas City, Missouri 64116
Reference Book and Pages: Book 201611, Page 009301
Book 201611, Page 009302
Legal Description: See attached Schedule 1

SUBORDINATION/ATTORNMENMENT AGREEMENT

This Subordination/Attornment Agreement (this “**Agreement**”) is made as of this 11 day of December, 2025, by and among the City of Edgerton, Kansas (the “**City**”), **IPVIII 185 STREET LLC**, a Delaware limited liability company (“**Property Owner**”), and **SIMMONS BANK**, an Arkansas state-chartered bank (“**Lender**”).

RECITALS

A. The City has previously issued its \$41,400,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHVIII, LLC Project), Series 2016 (the “**Bonds**”), pursuant to a Trust Indenture dated as of November 1, 2016 (the “**Indenture**”), between the City and UMB Bank, N.A., as trustee (“**Trustee**”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture).

B. ELHVIII, LLC, a Kansas limited liability company (“**Seller**”), leased the Project to the City pursuant to a Base Lease Agreement dated as of November 1, 2016 (the “**Base PILOT Lease**”), between Seller and the City, a memorandum of which was recorded on November 28, 2016, in Book 201611, Page 009301, and the legal description of the land that is subject to the Base PILOT Lease is set forth on **Schedule 1** (the “**Property**”).

C. The City subleased the Project to Seller pursuant to a Lease Agreement dated as of November 1, 2016 (the “**Sub PILOT Lease**”), between the City and Seller, a memorandum of which was recorded on November 28, 2016, in Book 201611, Page 009302, and the Sub PILOT Lease was subsequently collaterally assigned to Trustee pursuant to that certain Assignment of Lease Agreement dated November 14, 2016, which was recorded on November 28, 2016, in Book 201611, Page 009303, which Sub PILOT Lease covers the Property.

D. The City and Seller entered into a Performance Agreement dated as of November 1, 2016 (the “**Performance Agreement**”) whereby the parties set forth the terms relating to tax abatement for the Project.

E. The City and Seller entered into an Origination Fee Agreement dated as of November 1, 2016 (the “**Origination Fee Agreement**”) whereby Seller agreed to make certain origination fee payments to the City over time.

F. The City and Seller entered into a Bond Purchase Agreement dated as of November 1, 2016 (the “**Bond Purchase Agreement**”) whereby the City agreed to sell and Seller agreed to purchase the Bonds on the terms and conditions set forth therein.

G. Pursuant to that certain Assignment and Assumption of IRB Documents dated November 25, 2020 by and between Seller and Property Owner, Seller assigned and transferred to Property Owner and Property Owner assumed all of Seller’s interest in and to the Bonds, the Indenture, the Bond Purchase Agreement, the Base PILOT Lease, the Sub PILOT Lease, the Performance Agreement and the Origination Fee Agreement (collectively, the “**IRB Documents**”).

H. On November 25, 2020, the Bonds were assigned to Property Owner.

I. Pursuant to that certain Promissory Note, dated of even date herewith, executed by Property Owner and a certain other borrower (collectively, “**Borrower**”) and payable to the order of Lender in the original principal amount of \$63,885,000 (together with all replacements, renewals, modifications, increases, splits, and extensions thereof, the “**Note**”), Borrower has become indebted, and may from time to time be further indebted, to Lender with respect to a loan (the “**Loan**”) which is

secured, in part, by the lien and security interest of that certain Fee and Leasehold Mortgage and Security Agreement from Borrower for the benefit of Lender of even date herewith (the “**Mortgage**”), and further evidenced, secured, or governed by other instruments and documents now or hereinafter executed in connection with the Loan (together with the Note and the Mortgage, the “**Loan Documents**”).

J. In connection with the Loan, pursuant to that certain Collateral Assignment of IRB Documents of even date herewith by and between Property Owner and Lender and consented to by the City and Trustee, Property Owner has collaterally assigned all of its rights and interest in the IRB Documents to Lender.

K. Lender wishes to have the City and Property Owner confirm the priority of the Mortgage over the Base PILOT Lease and the Sub PILOT Lease (collectively, the “**Leases**”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. The City and Property Owner hereby covenant and agree that all rights and interests whatsoever under the Leases shall be and shall remain subject and subordinate to the lien of the Mortgage, to all of the rights and interests of Lender under the Mortgage and to all of the terms, conditions and provisions thereof, to all advances made or to be made thereunder or under the Note, and to any increases, renewals, extensions, modifications, substitutions, consolidations or replacements thereof or of the Note.

3. If the interest of Property Owner under the Leases shall be acquired by Lender or any purchaser (“**Purchaser**”) by reason of exercise of the power of sale or the foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender or Purchaser succeeds to the interest of Property Owner under the Leases, unless Lender or Purchaser, as the case may be, elects to terminate the IRB Documents pursuant to **Section 4**, the Base PILOT Lease shall not be terminated by said foreclosure or other proceedings, and the City and Property Owner agree that Lender or Purchaser, as the case may be, shall be entitled to all of the rights and benefits of Property Owner under the Leases, and the City shall attorn to Lender or Purchaser, as the case may be, as its lessor under the Base PILOT Lease and recognize Lender or Purchaser, as the case may be, as lessee under the Sub PILOT Lease, provided that Lender or Purchaser, as the case may be, provides, within five (5) days following its acquisition of title to the Property, notice to the City of its election to assume the rights and duties under the Leases and a Representation Letter substantially in the form attached hereto as **Exhibit A**, and the Leases shall in such event continue in accordance with their respective terms. Moreover, Lender or Purchaser, as the case may be, shall have the right to further assign the Leases pursuant to Section 10.4(c) of the Sub PILOT Lease.

4. Notwithstanding anything in **Section 3** to the contrary, the City hereby agrees that Lender or Purchaser, as the case may be, shall have the option within five (5) days after foreclosure of the Mortgage or any conveyance of the Property by deed in lieu of foreclosure upon written notice to the City to (i) terminate the IRB Documents, in which event Lender or Purchaser, as the case may be, shall have no obligation to the City or any other party with respect to any amounts due or accruing prior, or subsequent, to the date of such foreclosure or deed in lieu of foreclosure or (ii) continue the IRB Documents upon all of the terms and provisions provided therein.

5. Notwithstanding anything to the contrary contained in the IRB Documents or herein, if Lender or Purchaser, as the case may be, shall succeed to the interest of Property Owner under the IRB Documents, Lender or Purchaser, as the case may be, other than for Basic Rent and Additional Rent due and payable under the Sub PILOT Lease, shall have no personal liability as successor to Property Owner, and the City shall look only to the estate and property of Lender or Purchaser, as the case may be, in the Property for the satisfaction of the City's remedies for the collection of a judgment requiring the payment of money in the event of any default under the IRB Documents.

6. If the Leases terminate prior to expiration of the Lease Term (as defined in the Sub PILOT Lease), Lender shall have the right to require the City to execute new leases pursuant to Section 10.4(d)(viii) of the Sub PILOT Lease.

7. Notwithstanding anything to the contrary contained in the IRB Documents or herein, Lender or Purchaser, as the case may be, shall not be liable to the City for any liability or obligation of Property Owner under the IRB Documents unless and until Lender or Purchaser, as the case may be, shall take title to the Property and notify the City that it has assumed the obligations of Property Owner under the IRB Documents as provided above, and thereafter, upon the assignment, sale or other transfer by Lender or Purchaser, as the case may be, of its interest under the IRB Documents, Lender or Purchaser, as the case may be, shall be released from liability under the IRB Documents as of the effective date of such assignment, sale or transfer, provided that the assignee agrees to be bound by the terms and conditions of the IRB Documents for the periods of ownership by Lender or Purchaser, as the case may be.

8. The City and Property Owner shall not by agreement amend, modify, surrender, cancel or terminate any of the IRB Documents without Lender's prior written consent. Lender or Purchaser, as the case may be, shall not be bound by any agreement or modification of the IRB Documents made without Lender's or Purchaser's written consent. Notwithstanding the foregoing, upon full payment, performance and observance by Property Owner of all obligations under the Loan or the expiration of the term of the IRB Documents, this Agreement shall automatically terminate and cease to exist and Lender shall, upon Property Owner's request and at Property Owner's expense, execute and deliver to Property Owner such instruments of termination as shall be reasonably necessary to effectuate such termination and cause Trustee to, if the term of the IRB Documents has expired, deliver a copy of the cancelled Bonds to Property Owner, and if full payment, performance, and observance has been made by Property Owner of all obligations under the Loan but the Bonds are still outstanding, deliver the Bonds to Property Owner at the written request of Property Owner.

9. The City hereby covenants and agrees that no notice of default given to Property Owner, and no exercise of any remedy by the City as a result of any such default under the Leases and the other IRB Documents, shall be effective unless such notice shall have been sent to Lender, and Lender shall have failed to remedy such act or omission within such period of time equal to Property Owner's applicable cure period plus (i) twenty (20) days with respect to monetary defaults or (ii) the additional period of time offered the "leasehold mortgagee" under Sections 10.4(d)(iv) and (vii) of the Sub PILOT Lease with respect to non-monetary defaults. Any default under any of the IRB Documents which by its nature is incapable of being cured by Lender or Purchaser, as the case may be, shall be waived by the City as between the City and Lender or Purchaser, as the case may be.

10. The City acknowledges that neither the execution nor delivery of the Loan Documents, nor any modification thereof or assignment of the beneficial interests thereunder, will be a default under the IRB Documents.

11. The City acknowledges that, in the event of damage to the improvements on the Property due to casualty or condemnation, the casualty insurance proceeds or condemnation proceeds, as the case may be, may be required by Lender to be applied to reduce the Indebtedness (as defined in the Mortgage) or may be required by Lender to be used for, and used by the tenant under the Leases for, restoration of the improvements on the Property. In the event of any conflict between the provisions of the Leases and the provisions of the Loan Documents with respect to application of casualty and condemnation proceeds, the provisions of the Loan Documents shall control.

12. This Agreement shall serve as notice from Lender to the City under Section 10.4(d) of the Sub PILOT Lease of the making of the Loan, and the name and address of Lender, which are as follows:

Simmons Bank
1251 NW Briarcliff Parkway, Suite 150
Kansas City, Missouri 64116
Attn: Stephen Maurin

With a copy to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
Clayton, Missouri 63105
Attn: Wendi Alper-Pressman, Esq.

The City acknowledges that Lender has complied with all requirements under Section 10.4(d) of the Sub PILOT Lease, and Lender shall be entitled to all rights, privileges, and protections afforded to “mortgagees” or “leasehold mortgagees” under the Leases (including, without limitation, under Section 10.4 of the Sub PILOT Lease). In the event of any conflict between the provisions of the Leases and the provisions of this Agreement, the provisions of this Agreement shall control.

13. Lender may at any time, without the consent of the City or Property Owner, sell, assign participate or securitize all or any portion of the Loan. This Agreement shall inure to the benefit of and shall be binding upon the City, Property Owner and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may not be altered, modified or amended except in writing signed by all of the parties hereto. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the state where the Property is located.

14. Notwithstanding anything in this Agreement to the contrary, if Lender forecloses on the Mortgage or acquires the Property by deed in lieu of foreclosure, any Tax Payments (as defined in the Performance Agreement) due and payable under Section 2.3 of the Performance Agreement at the time of such foreclosure or acquisition by deed in lieu of foreclosure shall be the responsibility of Lender, even if Lender terminates the IRB Documents. By contrast, any payments of the Origination Fee (as defined in the Origination Fee Agreement) that are due and payable under the IRB Documents at the time of such foreclosure or acquisition by deed in lieu of foreclosure shall be the responsibility of Lender only if Lender chooses not to terminate the IRB Documents.

15. Property Owner, as current sole owner of the Bonds, hereby directs Trustee to provide its acknowledgement of this Agreement.

CITY:

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Dusti Callahan, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this _____ day of December, 2025, before me, a notary public in and for said county and state, came Donald Roberts, Mayor of the City of Edgerton, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Dusti Callahan, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

[SEAL]

Notary Public

My commission expires _____

LENDER:

SIMMONS BANK, an Arkansas state-chartered bank

By: _____
Wes Hardin, Division Executive

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of December, 2025, appeared Wes Hardin, to me personally known, who being duly sworn did say that he is a Division Executive of Simmons Bank, an Arkansas state-chartered bank, (the “Bank”), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Bank and by authority of the Bank, and he further acknowledged the execution of said instrument to be the free act and deed of the Bank.

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

[SEAL]

Notary Public

My commission expires _____

Schedule 1

Legal Description of Property

Real property in the City of Edgerton, County of Johnson, State of Kansas, described as follows:

A tract of land in the South One-Half of the Southwest Quarter of Section 26, Township 14 South, Range 22 East, and the West One-Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas being more particularly described as follows:

Beginning at the Southwest corner of Southwest Quarter of said Section 26; thence North 02°08'36" West, along the West line of said Southwest Quarter, a distance of 30.00 feet; thence departing said West line, North 88°32'07" East, along a line 30 feet North of and parallel with the South line of said Southwest Quarter and along the North right-way line of 183rd Street, as now established, and its Westerly extension, a distance of 1,299.07 feet; thence departing said North right-of-way line, South 01°27'53" East, a distance of 30.00 feet to the North line of the Northwest Quarter of said Section 35; thence South 02°07'50" East, along the East line of the West One-Half of the Northwest Quarter of said Section 35, a distance of 1,730.26 feet; thence departing said East line, South 42°46'43" West, a distance of 2.40 feet; thence South 89°06'11" West, a distance of 76.72 feet; thence North 54°34'55" West, a distance of 61.57 feet; thence North 88°30'38" West, a distance of 104.25 feet; thence South 88°06'09" West, a distance of 410.24 feet to a point of curvature; thence Westerly and Northwesterly, along a curve to the right having a radius of 540.00 feet and a central angle of 26°25'31", an arc distance of 249.05 feet to a point of tangency; thence North 65°28'21" West, a distance of 139.11 feet to a point of curvature; thence Northwesterly, along a curve to the left having a radius of 460.00 feet and a central angle of 14°11'55", an arc distance of 113.99 feet; thence South 79°38'21" West, a distance of 122.00 feet; thence South 07°31'17" West, a distance of 121.66 feet; thence South 88°03'33" West, a distance of 50.00 feet to the West line of the Southwest Quarter of said Section 35; thence North 01°56'27" West, along said West line, a distance of 1,679.01 feet to the Northwest corner of said Southwest Quarter and the Point of Beginning; Containing 2,195,603 square feet, or 50.404 acres, more or less, except that part in roads.

Exhibit A

Form of Representation Letter

[attached]

PURCHASER'S RECEIPT AND REPRESENTATION LETTER

_____, 20__

City of Edgerton, Kansas
Edgerton, Kansas

UMB Bank, N.A.
as Trustee
Kansas City, Missouri

Re: City of Edgerton, Kansas, \$41,400,000 Aggregate Maximum Principal Amount of Industrial Revenue Bonds (ELHVIII, LLC Project), Series 2016

Ladies and Gentlemen:

In connection with the assignment of the above-described bonds (the "Bonds") on this date from IPVIII 185 Street LLC, a Delaware limited liability company, to _____, a [state][entity] ("Purchaser"), Purchaser hereby represents, warrants and agrees as follows:

1. Purchaser, on the date hereof, received from the City one registered bond designated Industrial Revenue Bond (ELHVIII, LLC Project), Series 2016, in the aggregate maximum principal amount of \$41,400,000 and numbered R-3, becoming due on February 1, 2027, or when called, and bearing interest at the rate set forth therein from its date of authentication until its principal amount is paid in full.

2. Purchaser fully understands

(a) that the Bonds have been issued under and pursuant to a Trust Indenture dated as of November 1, 2016 (the "Indenture"), between the City and UMB Bank, N.A., a national banking association (the "Trustee"); and

(b) that the Bonds are payable solely out of the rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) under a Lease Agreement dated as of November 1, 2016 (the "Lease"), between the City and IPVIII 185 Street LLC, a Delaware limited liability company, as assignee (the "Company"), which rents, revenues and receipts have been pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

3. Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with

a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of an opinion of counsel acceptable to the City and Purchaser that all registration and disclosure requirements of the U.S. Securities and Exchange Commission and all other appropriate federal and Kansas securities laws and the securities laws of any other applicable state are complied with; provided that the collateral assignment of the Bonds to the holder of any mortgage shall be permitted.

5. The Company has (a) furnished to Purchaser such information about itself as Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to Purchaser all additional information which it has requested.

6. Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of the terms and risks associated with purchasing the Bonds. Purchaser believes that the Bonds are a security of the kind that it wishes to purchase and hold for investment and that the nature and amount of the Bonds are consistent with Purchaser's investment program.

7. Purchaser understands and agrees that the interest on the Bonds is subject to federal income taxation and is not tax exempt for federal income tax purposes.

8. Purchaser acknowledges that the Company has elected not to purchase an owner's policy of title insurance insuring the City's leasehold interest in the Project or the Company's sub-leasehold interest in the Project. Purchaser has completed its own due diligence with respect to ownership of the Project, and Purchaser assumes the risk that any defect in or encumbrance on title could have on the payment of or security for the Bonds, including, but not limited to, rendering the Lease invalid.

9. Purchaser has been furnished with a copy of the Bond transcript and the legal approving opinion of bond counsel with respect to the assignment of the Bonds.

_____, a [state][entity]

By: _____
Name: _____
Title: _____

City Council Action Item

Council Meeting Date: December 11, 2025

Department: Public Works

Agenda Item: Consider a Grant Agreement between the Treasurer of the State of Kansas and the City of Edgerton to Accept Funding through the Build Kansas Matching Grant of \$45,000 for The Edgerton Safety Action Plan

Background/Description of Item:

On May 16, 2024, City Staff submitted an application to the Federal Highway Administration (FHWA) of the United States Department of Transportation (USDOT) for the planning and demonstration grant through the Safe Streets and Roads for All Program (SS4A). Concurrently staff applied for match funding to be provided through the Build Kansas Fund. The total project cost is \$275,000 with \$220,000 funding from FHWA, \$45,000 from the Build Kansas Fund, and \$10,000 in-kind match of staff time and equipment.

In September of 2024, the City of Edgerton was notified of the grant award. Due to the policy changes regarding grants at the federal level the grant documents were revised numerous times between City Staff and the FHWA point of contact.

Also, in September Council approved the agreement for the FHWA grant totaling \$220,000.

On November 5, 2025, City Staff received confirmation that the final grant agreement documents were prepared. The City Attorney has reviewed the attached documents with no issues noted. City Staff recommends execution of the attached grant agreement for the Edgerton Safety Action Plan.

Related Ordinance(s) or Statue(s):

Funding Source: SS4A Grant, Build Kansas Fund

Budget Allocated: \$275,000



x Karen E. Kindle
Karen Kindle, Finance Director

Finance Director Approval:

Recommendation: Approve a Grant Agreement between the Treasurer of the State of Kansas and the City of Edgerton to Accept Funding through the Build Kansas Matching Grant of \$45,000 for The Edgerton Safety Action Plan

Enclosed: Edgerton KS SS4A Build Kansas Matching Grant Agreement

Prepared by: Dan Merkh, Public Works Director

BUILD KANSAS MATCHING GRANT AGREEMENT

This **BUILD KANSAS MATCHING GRANT AGREEMENT** (the “Agreement”) is entered into as of November 5, 2025, and is between the **TREASURER OF THE STATE OF KANSAS** (the “State Treasurer”) and the **CITY OF EDGERTON** (the “Recipient”).

RECITALS

1. The Kansas Legislature, through the Omnibus Appropriations Act of 2023, §§ 11(d) to 15, 2023 Kan. Sess. Laws 1530, 1535-45, authorized the State Treasurer to provide match funds required by the Bipartisan Infrastructure Law (“BIL”), through the Build Kansas Matching Grant Fund, to assist communities with accessing federal BIL funding for investments in sectors such as transportation, energy, water, broadband, and cybersecurity.
2. The Recipient applied for, and the Kansas Infrastructure Hub Steering Committee (the “HUB”) has recommended project number (the “Project”) to the Build Kansas Advisory Committee (the “BKAC”) to participate in the Build Kansas Matching Grant Fund, as further described in this Agreement.
3. The BKAC met, reviewed the Project application, and recommended to the State Treasurer that it be funded with a Build Kansas Matching Grant in a matching amount not to exceed \$45,000.00.
4. The State Treasurer and the Recipient are empowered by the laws of Kansas to enter into agreements for the furtherance of federal BIL projects in the State of Kansas.
5. Local communities, and/or their private sector partners are, under certain circumstances, entitled to receive assistance in the provision of federal cost sharing requirements, provided however, to be eligible for such state aid, such work is provided a federal BIL share of funding and the work required is done in accordance with the laws of the State of Kansas.
6. The State Treasurer and the Recipient, in consideration of these premises and the mutual covenants set forth herein, agree to the following terms and provisions.

ARTICLE I DEFINITIONS

Section 101. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement have the designated meanings:

“**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the parties.

“**BIL**” means the federal Bipartisan Infrastructure Law, Pub. L. No. 117-58, 135 Stat. 429 (2021), also known as the Infrastructure Investment and Jobs Act.

“**BKAC**” means the Build Kansas Advisory Committee.

“**BKMGF**” means the Build Kansas Matching Grant Fund.

“**Effective Date**” means the date this Agreement is signed by the State Treasurer or the State Treasurer’s designee.

“**HUB**” means the Kansas Infrastructure Hub.

“**Non-participating Costs**” means expenditures for any items or services which the HUB, acting on the HUB’s own behalf or on behalf of the federal contracting agency, reasonably determines are not Participating Costs.

“**Participating Costs**” means expenditures by Recipient for items or services which are an integral part of the Project, as reasonably determined by the HUB.

“**Project**” means all phases and aspects of the BIL-funded endeavor to be undertaken by the Recipient, as and when authorized by the BIL Funding Agency being: located in or near Edgerton, KS, Kansas, assigned project number 2024-027-MARC, and is the subject of this Agreement.

“**Recipient**” means the City of Edgerton, with its place of business at 404 E. Nelson, Edgerton, KS, Kansas 66021 created pursuant to the laws of the State, and its successors and assigns or any agency, body, or instrumentality succeeding to or charged with the powers, duties, and functions of the original Recipient.

“**State**” means the State of Kansas.

“**State Treasurer**” means the State Treasurer of the State of Kansas or, if the functions and duties of the State Treasurer under K.S.A. 75-601 et seq. shall be given by law to any other person or entity, such person or entity.

ARTICLE II FUNDING

Section 201. Funding. The table below reflects the funding commitments of each party.

Party	Responsibility	Amount
Federal Grantor	BIL Grant Funds	\$220,000.00
State Treasurer	Build Kansas Funds	45,000.00
Recipient	Applying Entity Funds	10,000.00
Other	Other Funding Sources (if applicable)	
	Total	\$275,000.00

State Treasurer’s Commitment as % of BIL Grant Funds: 20.45%

ARTICLE III STATE TREASURER RESPONSIBILITIES

Section 301. Fund Disbursement.

- (a) The State Treasurer agrees to reimburse the Recipient out of the “Build Kansas Funds” (that is, funds appropriated to the BKMGF, approved by the HUB for the Project, and certified by HUB for payment as further set forth below), to match payments or reimbursements for Participating Costs received by the Recipient

through the Recipient's federal BIL grant award, but not to exceed the "Build Kanas Funds" identified in Section 201 above. The State Treasurer's matching reimbursements to Recipient will be paid proportionally to the BIL Grant Funds payments made to Recipient for Participating Costs, at the percentage specified in Section 201 above (with the total of all such reimbursements not to exceed the "Build Kanas Funds" identified in Section 201 above). For the avoidance of doubt, subject to certification by the HUB as set forth in subsection (b) below, the State Treasurer agrees to make such matching reimbursement payments to Recipient from Build Kansas Funds for all periods for which reimbursements or payments are owing to Recipient under the terms of the Recipient's federal BIL grant award, although such periods may have commenced prior to the Effective Date of this Agreement.

- (b) Except as otherwise stated in this Agreement, the terms of payment under this Agreement shall be consistent with the terms and conditions of the Recipient's federal BIL grant award. To the extent the Recipient's federal BIL grant award does not include specific payment terms, then the State Treasurer agrees to reimburse Recipient for Participating Costs in installments of not less than \$1,000.00 and no more frequently than monthly. In either case, such reimbursement payments will not be made prior to the State Treasurer's receipt of certification by the HUB based on a review of progress reports, financial reports, and other information submitted by the Recipient to the HUB, which certification indicates to the State Treasurer's satisfaction that the Recipient has satisfied all terms, conditions, and requirements applicable to Recipient's receipt of funds pursuant to the BIL, Recipient's federal BIL grant award, and Build Kansas Matching grant awards and the amount of reimbursements to be made under this Agreement. For reference only, a sample certificate in the form currently required by the State Treasurer is attached hereto as Exhibit A.
- (c) The Recipient shall provide to the State Treasurer, and any agencies or individuals designated by the State Treasurer, with all information and documentation reasonably requested to verify any applicable payment terms and conditions of the Recipient's federal BIL grant award and to facilitate reimbursements to the Recipient through the state's SMART accounting system.

ARTICLE IV RECIPIENT RESPONSIBILITIES

Section 401. Treasurer Authorization. The State Treasurer is authorized by the Recipient to take such steps as deemed necessary or advisable by the State Treasurer to secure the financial benefits of this project.

Section 402. Legal Authority. The Recipient agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

Section 403. Conformity with State, Local, and Federal Requirements. The Recipient shall be responsible for compliance with the terms and conditions of the BIL grant award and further to comply with applicable federal, state, and local regulations. Failure to do so will jeopardize future disbursements of Build Kansas Matching Grant Funds.

- (a) Progress and Financial Reports. The Recipient shall provide copies of all progress and financial reports to the State Treasurer and the HUB when such reports are filed with the federal grantor agency.

Section 404. General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient will defend, indemnify, hold harmless, and save the State of Kansas, the Kansas State Treasurer's Office and other agencies of the state of Kansas, and each of their officers, employees, and authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's employees, agents, subcontractors or its consultants. The Recipient shall not be required to defend, indemnify, or hold the State Treasurer harmless for negligent acts or omissions of the State Treasurer or the State Treasurer's authorized representatives or employees.

Section 405. Records; Audit. Within 30 days of final completion of the Project, the Recipient shall deliver notice of the date of final completion to the State Treasurer and the HUB, together with any documentation confirming the completion of the Project as may be reasonably requested by either the State Treasurer or the HUB. Throughout the Recapture Period, as defined in Section 406 below, the Recipient shall reasonably cooperate with any inquiries by the State Treasurer, or its designee to verify the status of public use of the Project (including, without limitation, by providing any reasonably requested records and other information in connection therewith). The Recipient shall make its records and books available to representatives of the State Treasurer, and any agencies or individuals designated by the State Treasurer, for review for a period of five (5) years after date of final payment under this Agreement or, if the federal BIL review schedule is longer, for the review period of the federal BIL grant. If any such review reveals reimbursements made to the Recipient for Non-Participating Costs, the Recipient shall promptly reimburse the State Treasurer for such items upon notification by the State Treasurer.

Section 406. Cancellation by Recipient; Recapture of Funds. If the Recipient is required to repay or reimburse BIL grant funds for any reason under the terms and conditions of the Recipient's federal BIL grant award, then the Recipient shall also repay or reimburse the State Treasurer for payments made to the Recipient out of the BKMGF, on terms consistent with the terms and conditions of the Recipient's federal BIL grant award. If the terms and conditions of the Recipient's federal BIL grant award do not require, or are silent with respect to, repayment or reimbursement of federal BIL grant funds in such circumstance, then the following subsections (a) and (b) shall apply. Any amounts due to the State Treasurer pursuant to this Section 406 shall be paid within thirty days after the Recipient's receipt of the State Treasurer's demand therefor.

- (a) If the Project is terminated prior to final completion of Project construction, then the Recipient shall reimburse the State Treasurer for all funds paid to the Recipient out of the BKMGF.
- (b) "Recapture Period" means the ten-year period commencing on (and including) the date final construction of the Project is completed. If, during the Recapture Period, public use of the Project terminates or the use of the Project is changed from the public use originally contemplated in the Recipient's grant application to the HUB (unless such termination or change is approved in writing by the State Treasurer, such approval not to be unreasonably withheld, conditioned, or delayed) (such unapproved termination or change, a "Recapture Event"), then the State Treasurer

shall be entitled to repayment from Recipient for the applicable percentage of the total funds paid to the Recipient out of the BKMGF, as set forth in the table below.

Portion of Recapture Period in which the Recapture Event occurs	Applicable Percentage
First year	100%
Second year	90%
Third year	80%
Fourth year	70%
Fifth year	60%
Sixth year	50%
Seventh year	40%
Eighth year	30%
Ninth year	20%
Tenth year	10%

ARTICLE V GENERAL PROVISIONS

Section 501. Acceptance. No contract provision or use of items by the State Treasurer shall constitute acceptance or relieve the Recipient of liability in respect to any expressed or implied warranties.

Section 502. Amendment. Any amendment to this Agreement shall be in writing and signed by the Parties.

Section 503. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the State Treasurer and the Recipient and their successors in office.

Section 504. Compliance with Federal and State Laws. The Recipient shall comply with all applicable state and federal laws and regulations. The Recipient represents and warrants that any contractor and/or consultant performing any services on the Project will also comply with all applicable state and federal laws and regulations.

Section 505. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 506. Entire Agreement. This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

Section 507. Headings. All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

Section 508. Industry Standards. Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best

established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

Section 509. No Third-Party Beneficiaries. No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

Section 510. Nondiscrimination and Workplace Safety. The Recipient shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

Section 511. Notices. Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The State Treasurer:
State Treasurer of Kansas
900 S.W. Jackson, Suite 201
Topeka, Kansas 66612
Attention: State Treasurer

The Recipient:
City of Edgerton
404 E. Nelson
Edgerton, KS, KS 66021

Section 512. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

Section 513. Technical Advice and Assistance; Limitations. Technical advice, assistance, or both, provided by the State Treasurer or the HUB under this Agreement shall not be construed as an undertaking by the State Treasurer or the HUB of the duties of the Recipient or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by the Recipient.

Section 514. Termination. If, in the judgment of the State Treasurer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the State Treasurer may terminate this Agreement at the end of its current fiscal year. The State Treasurer will participate in all costs approved by the State Treasurer incurred prior to the termination of the Agreement.

Section 515. Waiver. A party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of November 5, 2025.

CITY OF EDGERTON

(SEAL)

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

TREASURER OF THE STATE OF KANSAS

(SEAL)

By: _____

Name: _____

Title: _____

EXHIBIT A

**SAMPLE
KANSAS INFRASTRUCTURE HUB STEERING COMMITTEE
CERTIFICATE FOR PAYMENT**

(see following page)

KANSAS INFRASTRUCTURE HUB STEERING COMMITTEE CERTIFICATE FOR PAYMENT

Recipient: CITY OF EDGERTON

Project Number: 2024-027-MARC

Effective Date of Certificate: _____

The undersigned, acting on behalf of the Kansas Infrastructure Hub Steering Committee (the "HUB"), hereby certifies to the Treasurer of the State of Kansas (the "State Treasurer"):

1. In accordance with the Omnibus Appropriations Act of 2023, §§ 11(d) to 15 (as applicable), 2023 Kan. Sess. Laws 1530, 1535-45 (the "Act"), the Recipient identified above has applied for, and the Kansas Infrastructure Hub Steering Committee (the "HUB") has recommended the Project identified above to the Build Kansas Advisory Committee (the "BKAC") to participate in the Build Kansas Matching Grant Fund, as further described in the Build Kansas Matching Grant Agreement between Recipient and the State Treasurer.

2. The BKAC met, reviewed the Project application, and recommended to the State Treasurer that the Project be funded with a Build Kansas Matching Grant in an amount not to exceed \$45,000.00 (to proportionally match Recipient's federal grant award at **20.45%** of federal grant payments as further set forth in the Build Kansas Matching Grant Agreement between Recipient and the Treasurer of the State of Kansas).

3. The Recipient is an eligible entity pursuant to the federal Bipartisan Infrastructure Law, also known as the Infrastructure Investment and Jobs Act (the "BIL"), and has demonstrated a need for such grant, and has been approved by the federal government for a grant award pursuant to the BIL.

4. In connection with this Certificate, the HUB has reviewed progress reports, financial reports, and other information submitted by the Recipient. Based on that review and other information known to HUB members, the HUB has determined that, as of the Effective Date of this certificate:

- a. the Recipient has satisfied all terms, conditions, and requirements, applicable to Recipient's receipt of federal funds pursuant to the BIL, the Recipient's federal BIL grant award, and the Build Kansas Matching Grant Fund award pursuant to the Act; and
- b. the Recipient is entitled to payment in the amount of the "current payment" set forth below. The HUB has determined that the current payment is necessary to reimburse Recipient for expenditures by Recipient for items or services which are an integral part of the Project ("Participating Costs"); the current payment amount does not include expenditures for any items or services which the HUB determines are salaries and wages and other operating expenditures, including, but not limited to, hiring grant writers and consultants to provide technical assistance and educational opportunities or otherwise are not Participating Costs.

Total Build Kansas Funds commitment	\$	45,000.00
- Total of prior payments	\$	_____
± Adjustments (as applicable)	\$	_____
- Current payment	\$	_____
= Total remaining Build Kansas Funds commitment	\$	_____

The current payment is a progress payment / final payment for the Project.

5. The undersigned represents and warrants that he or she has the requisite authority to make this certification on behalf of the HUB.

Certified on behalf of the Kansas Infrastructure Hub Steering Committee, as of the Effective Date set forth above.

By: _____

Name: _____

Title: _____

Agency: _____

City Council Action Item

Council Meeting Date: December 11, 2025

Department: Administration

Agenda Item: Consider Renewal of a Cereal Malt Beverage License for Jay Kay Inc., DBA D's Mini Mart for 2026

Background/Description of Item:

Application for the following business has met the necessary requirements for issuance of cereal malt beverage license and is recommended for approval by staff. License fees are established in Chapter 3, Article 1, Section 3-109 of the Edgerton Municipal Code in the amount of \$35.00 for retail. A separate stamp fee of \$25.00 for the State of Kansas has been collected.

The applications and recommendations are available for review in the City Clerk's Office.

License	Name	Address
#00530	Jay Kay Inc. DBA D's Mini Mart	101 East Morgan

Related Ordinance(s) or Statue(s): Ordinance 574

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Renewal of Cereal Malt Beverage License for Jay Kay Inc., DBA D's Mini Mart at 101 East Morgan Street for 2026



Prepared by: Dusti Callahan, City Clerk

City Council Action Item

Council Meeting Date: December 11, 2025

Department: Administration

Agenda Item: Consider Renewal of a Cereal Malt Beverage License for LVPKS LLC, DBA TA Express Edgerton for 2026

Background/Description of Item:

Application for the following business has met the necessary requirements for issuance of cereal malt beverage license and is recommended for approval by staff. License fees are established in Chapter 3, Article 1, Section 3-109 of the Edgerton Municipal Code in the amount of \$35.00 for retail. A separate stamp fee of \$25.00 for the State of Kansas has been collected.

The applications and recommendations are available for review in the City Clerk's Office.

License	Name	Address
#00527	LVPKS LLC DBA TA Express Edgerton	32501 W 200 St.

Related Ordinance(s) or Statue(s): Ordinance 574

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Renewal of a Cereal Malt Beverage License for LVPKS LLC, DBA TA Express Edgerton for 2026

Prepared by: Dusti Callahan, City Clerk



City Council Action Item

Council Meeting Date: December 11, 2025

Department: Public Works

Agenda Item: Consider Cooperative Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services for 2026.

Background/Description of Item:

On January 12, 2017, the City Council approved an agreement with Weather or Not® to provide dedicated weather forecasting services. These forecasts support key operational staff by improving the ability to accurately schedule projects and initiate emergency operations when necessary. Weather or Not provides forecasts and lightning notifications through email, a web portal, text messages, and phone calls. Under normal conditions, staff receive updates twice daily. During significant or severe weather, Weather or Not increases communication with directly contacting staff by phone. These calls are essential to the City's Winter Weather Operations and enhance staff's readiness during inclement weather events.

Over the last several years, multiple departments have relied on this service. The most valuable components have been the emergency notifications and the open communication between City staff and Weather or Not's team. This collaboration ensures staff receive the most up-to-date information and real-time forecasting updates. The service has improved workflow planning, provided event staff with accurate localized lightning updates and other inclement weather issues, and strengthened the City's ability to plan and respond to winter weather.

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

The City of Prairie Village renewed its contract with Weather or Not on December 1, 2025, this contract runs from 2026 to 2028. The contract pricing for 2026 base contract is \$10,900. The all-inclusive fee for Premier Plus (*including A+ Weather Post Storm Reports), Sferic Maps total lightning service, and the Mid-Range Forecast (weekly delivered month-long outlook) for a total contract cost of \$12,875. The 2026 Public Works budget in Emergency Management includes sufficient funds to cover the annual contract costs.

The contract runs from January 1, 2026, to December 31, 2026.

The contract is pending City Attorney review.

Related Ordinance(s) or Statue(s):

Funding Source: General Fund-Public Works-Emergency Management

Budget Allocated: \$13,500

Finance Director Approval:

Recommendation: Approve Cooperative Contract with Weather Or Not[®], Inc. to provide Weather Forecasting Service with an annual price not to exceed \$12,875 for 2026.

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

Prepared by: Chase Forrester, Public Works Foreman



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

City of Edgerton – A+™ Weather Services Contract

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

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

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

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

Sara Croke
Weather or Not®, Inc

Donald Roberts, Mayor
City of Edgerton, KS

Date

Date



AGREEMENT for WEATHER FORECAST SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2026 through 2028 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 **Service Specifications**

- 1.1 The Contractor will provide to the Public Works Department, original all season weather forecast services developed by professional meteorologists.
- 1.2 The Contractor will provide web-based access to interactive forecast charts and graphs as well as delivery of daily forecasts by e-mail and texting for up to a maximum of 15 users at 5:00 AM, 7:00 AM and 3:00 PM weekdays and no later than 8:00am on weekends and holidays. There should be an ease of use to adding, removing or temporarily stopping notifications to users.
- 1.3 The Contractor's daily forecast shall include current and projected weather conditions including start time and duration of rain/snow, intensity of rain, snow or ice and the potential for accumulating ice, damaging winds, dangerous temperatures, and 24-hour pavement temperature forecasts during winter weather. Forecasts should also include a 72-hour discussion on precipitation in the forecast including how, when and confidence that the storm will impact the City's operations. Also, a 3-to-5-day outlook that includes weather system, timing and expected impacts on the City's operations. All forecasts shall contain enough pertinent information to allow the Public Works Department to make scheduling decisions for severe weather and emergency conditions, as well as planning for routine construction activities.
- 1.4 The Contractor will provide continual weather updates to designated personnel as conditions change and for severe weather forecasts of high winds, lightening, precipitation, and/or violent weather. A minimum of two (2) hours' notice of all winter storms and one (1) hour, when possible, for lightning or thunderstorm activity, will be required.
- 1.5 The Contractor will provide post storm reports within 48 hours of winter weather or major storm events. Reports are to include a narrative synopsis of how the event unfolded, including start and stop times for the storm and all types of precipitation and quantity occurring during the storm, when pavements went above and below freezing and a 10-year monthly snow comparison.

- 1.6 The Contractor will also provide a winter season summary report to include all winter events, records, analysis of unusual events and 10-year comparison of snow accumulation.
- 1.7 The City may call the Contractor at any time with forecast requests and personal notification from a live meteorologist as required on a 24/7 basis. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period. **Please attach a list of all meteorologists employed by your company including an updated resume for each meteorologist.**
- 1.8 The City may request to tour the business facility prior to bid award.
- 1.9 The Contractor will provide historical data requests from the City within a reasonable timeframe.
- 1.10 The City agrees that the information provided by the Contractor will not be rebroadcast, redistributed, republished, or otherwise reproduced, in whole or in part, without the written consent of the Contractor.
- 1.11 The City acknowledges that forecasting the weather is not an exact science, and releases the Contractor from any and all loss, cost, damage, liability, and expense suffered as a result of weather conditions, whether forecasted or not forecasted.
- 2.0 **General**
- 2.1 The signed agreement will be the authorization for the vendor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, Email-jcarney@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.4 All invoices with a copy of the service report are to be sent to publicworks@pvkansas.com.
- 2.5 Insurance:
- A. The Contractor shall procure and maintain, at its expense, workmen's compensation insurance and benefits for its employees.
- 2.6 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation

insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

- 2.7 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the Contractor providing the services described in this agreement.
- 2.8 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.9 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.10 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.11 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non-Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.
- 2.12 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas
- 2.13 This Agreement is for the period of January 1, 2026 through December 31, 2028. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.14 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

2.15 Municipal Cooperative Procurement: contractor agrees to provide products and/or services to any municipality, county, or state government; public utility; non-profit hospital; educational institute; special governmental agency; and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid America Regional Council (MARC).

3.0 Fees

3.1 The fee to be paid in advance for the completion of this service is:

	2026 Annual Fee	2027 Annual Fee	2028 Annual Fee
Annual Weather Forecasting Services	\$10,900	\$10,900	\$10,900

❖ Reminder: attach copy of resumes for all meteorologists employed by your company.

**OPTIONAL - Mid-Range Trends Forecast delivered weekly for additional \$1,200 annually.

4.0 References

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: Lenexa Municipal Services Contact: Mr. Nick Arena

Phone #: 913-477-7810 Email: narena@lenexa.com

Brief Description of Work: Services provided are similar to Prairie Village.

Company: City of Overland Park Contact: Jared McPhee

Phone #: 913-895-8361 Email: jared.mcphee@opkansas.org

Brief Description of Work: Services provided are similar to Prairie Village.

Company: Olathe Infrastructure Contact: Chad Courtois

Phone #: 913-208-0653 Email: ccourtois@olatheks.org

Brief Description of Work: Services provided are similar to Prairie Village.

Contractor Contact: Becky Taylor

Company Name: Weather or Not, Inc.

Address: 11006 Parallel Parkway, Suite 100B
Kansas City, KS 66203

Telephone Number: 913-248-9340

Email: becky@weatherornot.com

/s/ Becky Taylor 10/27/2025
Contractor Agent Date

ATTEST:

/s/ _____
Adam Geffert, City Clerk Date

/s/ _____
Alex Aggen, City Attorney Date

/s/ _____
Eric Mikkelson, Mayor Date

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

Michael Mabrey the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 4.5 acres.

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

See Attached

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

Number of animals: 4 Description of animal(s) (one per acre): Horse, Cattle, Goat, Pig ect.

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

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

[Signature]
Signature of Applicant

10-24
Date

1200 W Braun St. Edgerton
Address of Applicant

913-257-3571
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.

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

Glyn POWERS the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 3.2 acres.

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

12-15-21 B6 SE CR SE 1/4 W 871.20' N 169.13' E 871.20' S 169.18'
TO P.O.B EX .187 AC IN RD 3.203 ACS M/L

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

Number of animals: 3 Description of animal(s) (one per acre): goats

Number of fowls: 15 Description of fowl(s) (five per acre): Ducks & Chickens

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

Glyn Powers
Signature of Applicant

12-13-25
Date

1606 W. 8th St.
Address of Applicant

913-238-9539
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.

City Council Action Item

Council Meeting Date: December 11, 2025

Department: Community Development

Agenda Item: Consider Termination And Release Of Permanent Drainage Easement At 31800 W. 196th Street, Edgerton, Kansas.

Background/Description of Item:

In June of 2015, a permanent drainage easement was recorded on a portion of the land that is now 31800 W. 196th Street for infrastructure that was constructed to mitigate stormwater drainage during the construction of W. 196th Street until the subject property was developed.

At the time of development of the approximately 378,022 square foot warehouse, the infrastructure within this easement was removed and a private storm sewer system was constructed that runs southeast of the warehouse. Therefore, the easement that was recorded for the original infrastructure is no longer required, as there is no drainage infrastructure in the area that the easement covers.

The subject property is currently under contract and the easement was discovered during the buyer's title work. Following staff research, this easement has not been otherwise released or abandoned.

Staff recommends approval of the Termination and Release of the Permanent Drainage Easement at 31800 W. 196th Street.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Termination And Release Of Permanent Drainage Easement At 31800 W. 196th Street, Edgerton, Kansas.

Enclosed:

- Termination and Release of Easement Document
- Originally Recorded Permanent Drainage Easement

Prepared by: Zachary Moore, Development Services Director

TERMINATION AND RELEASE OF PERMANENT DRAINAGE EASEMENT

This Termination and Release of Permanent Drainage Easement is made this ____ day of _____, 2025, by the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter "City".

WHEREAS, for drainage purposes the City obtained a Permanent Drainage Easement from the Edgerton Land Holding Company, LLC, with the same being filed of record in Johnson County on the 1st day of July, 2015, filed in Book: 201507 Page:000474 (the "Easement"); and

WHEREAS, the City, having constructed certain drainage facilities in a different and more convenient location, has no need for the Permanent Drainage Easement and wishes to terminate and release the same to the current property owner of record.

NOW, THEREFORE, for the sum of one dollar (\$1.00) and other good and valuable consideration, the City hereby abandons, terminates, surrenders and releases the Easement and all rights and covenants granted under said Easement, as located upon the property as attached and incorporated as Exhibit "A".

AND FURTHER, that the City has executed this Termination and Release upon approval by the Edgerton City Council at a lawful regular meeting of the City on December 11th, 2025.

IN WITNESS WHEREOF, the City has signed this approved instrument, and the current owner acknowledges the Termination and Release, as shown below.

CITY:

(SEAL)

CITY OF EDGERTON, KANSAS,

A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Dusti Callahan, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **DUSTI CALLAHAN**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

Owner:

By: _____
Printed Name: _____
Title: _____
Street Address: _____
City, State & Zip: _____

EXHIBIT A

DESCRIPTION:

All the part of the North Half of the Southeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows: Commencing at the southwest corner of the North Half of said Southeast Quarter; thence coincident with the west line of the North Half of said Southeast Quarter, North $01^{\circ}31'19''$ West, 80.00 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 224.68 feet to the Point of Beginning; thence North $01^{\circ}37'30''$ East, 50.00 feet; thence coincident with a line 130 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 150.00 feet; thence South $01^{\circ}37'30''$ East, 50.00 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, South $88^{\circ}22'30''$ West, 150.00 feet to the Point of Beginning, containing 7,500 square feet, or 0.172 acres, more or less.

AND

All that part of the North Half of the Southeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows: Commencing at the southwest corner of the North Half of said Southeast Quarter; thence coincident with the west line of the North Half of said Southeast Quarter, North $01^{\circ}31'19''$ West, 80.00 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 572.74 feet to the Point of Beginning; thence North $05^{\circ}15'25''$ East, 221.02 feet; thence South $84^{\circ}44'35''$ East, 20.00 feet; thence South $05^{\circ}15'25''$ West, 218.62 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, South $88^{\circ}22'30''$ West, 20.15 feet to the Point of Beginning, containing 4,396 square feet, or 0.101 acres, more or less.

AND

All that part of the North Half of the Southeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows: Commencing at the southwest corner of the North Half of said Southeast Quarter; thence coincident with the west line of the North Half of said Southeast Quarter, North $01^{\circ}31'19''$ West, 80.00 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 2,249.69 feet to the Point of Beginning; thence North $01^{\circ}37'30''$ East, 37.50 feet; thence coincident with a line 117.50 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 20.00 feet; thence South $01^{\circ}37'30''$ East, 37.50 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, South $88^{\circ}22'30''$ West,

20.00 feet to the Point of Beginning, containing 750 square feet, or 0.017 acres, more or less.

20150701-0000474
P: 1 of 6 F: \$52.00 07/01/2015
Register of Deeds T20150046799 02:17:08 PM
JO CO KS BK:201507 PG:000474

City Project: Waverly Road
Parcel No. BF221503-4001

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, Made and entered into this 05th day of June, 2015, by and between **EDGERTON LAND HOLDING COMPANY, LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

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

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

Ret to:
City of Edgerton
P.O. Box 255
Edgerton, KS 66001

SECTION TWO
RESTRICTED USE BY GRANTOR

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

SECTION THREE
WARRANTY OF TITLE

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


SECTION FOUR
EFFECT OF AGREEMENT

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

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

GRANTOR:

**EDGERTON LAND HOLDING
COMPANY, LLC**

By: 
Printed Name: Emanuel Hagedorn
Title: manager
Street Address: 5015 NW Canal St, Ste 200
City, State & Zip: Riverside MO 64150

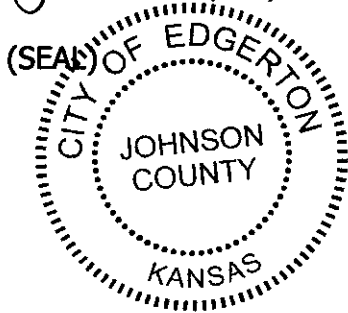
GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: *Beth Linn*
Beth Linn, City Administrator

ATTEST:

Janeice Rawles
Janeice Rawles, City Clerk



ACKNOWLEDGMENT

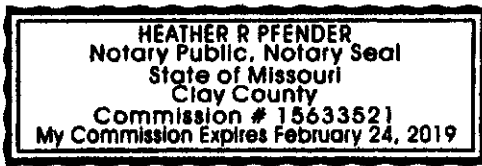
STATE OF Missouri)
Platte) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 9th day of June, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn (Name), Manager (Title) of EDGERTON LAND HOLDING COMPANY, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Heather R. Pfender
Notary Public

My Appointment Expires:
February 24, 2019



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 25 day of June, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Jennifer N. Walford
Notary Public

My Appointment Expires:
Oct 3, 2016

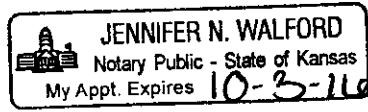


EXHIBIT A**DESCRIPTION:**

All that part of the North Half of the Southeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of the North Half of said Southeast Quarter; thence coincident with the west line of the North Half of said Southeast Quarter, North 01°31'19" West, 80.00 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North 88°22'30" East, 224.68 feet to the Point of Beginning; thence North 01°37'30" East, 50.00 feet; thence coincident with a line 130 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North 88°22'30" East, 150.00 feet; thence South 01°37'30" East, 50.00 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, South 88°22'30" West, 150.00 feet to the Point of Beginning, containing 7,500 square feet, or 0.172 acres, more or less.

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thence coincident with a line 117.50 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 20.00 feet; thence South $01^{\circ}37'30''$ East, 37.50 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, South $88^{\circ}22'30''$ West, 20.00 feet to the Point of Beginning, containing 750 square feet, or 0.017 acres, more or less.

Johnson County Consolidated Fire District No. 1 (CFD1) Advisory Board – Frequently Asked Questions

Q1: Who governs CFD1?

A: The Johnson County Board of County Commissioners (BOCC) is the governing body of CFD1.

Q2: What is the CFD1 Advisory Board and why was it created?

A: It is a seven-member advisory body created by the BOCC to provide guidance and recommendations on CFD1's budget, resource allocation for fire protection services, operations and management, and review of operating policies.

Q3: How many members serve on the Advisory Board and who appoints them?

A: Seven members serve:

- one appointed by Edgerton (City Administrator or designee),
- one by Gardner (City Administrator or designee),
- one by Spring Hill (City Administrator or designee),
- one by the District 3 County Commissioner (a CFD1 resident),
- one by the District 6 County Commissioner (a CFD1 resident), and
- two by the BOCC Chair (both CFD1 residents).

Q4: What does "or designee" mean for city appointments?

A: By default, the City Administrator of each city serves on the Advisory Board. This ensures that the cities always have representation. However, the cities have full discretion to appoint an alternative designee to the Advisory Board. They simply make that appointment according to their policies.

Q5: How long are the terms of Advisory Board members?

A: The four BOCC-appointed members serve three-year terms, with initial staggered terms between one and three years. City appointees serve as long as they hold their city position/employment, if they are an employee or elected official of the City. Otherwise, City appointees serve three-year terms.

Q6: What happens when a term expires or a member resigns?

A: Members with expiring terms continue until successors are appointed and qualified; successive terms for BOCC-appointed members are at the BOCC's discretion. Vacancies are filled by the original appointing Chair, Commissioner, or City for the unexpired term. City appointments are subject to city policies not inconsistent with the resolution. All Advisory Board members serve at the pleasure of the BOCC and may be removed by majority BOCC vote, with or without an Advisory Board recommendation.

Q7: On what grounds may the BOCC consider removing an Advisory Board member?

A: The BOCC may consider removal for any reason, including: loss of qualifications; failure to attend three or more consecutive meetings without cause; violation of BOCC conflict-of-interest policies (including the Code of Ethics); or conviction/plea to a felony or to a misdemeanor involving dishonesty.

Q8: What happens if the BOCC removes an Advisory Board member originally appointed by a City?

A: That city would make a new appointment to fill the vacancy for the remainder of the term.

Q9: How often does the Advisory Board meet, and what constitutes a quorum?

A: It meets at least four times per year, at least once each quarter, and a quorum is four members.

Q10: How are Advisory Board officers selected, and are there bylaws?

A: After all seven members are appointed, the Advisory Board selects a Chair and Vice-Chair from amongst its members for one-year terms. The Advisory Board develops and maintains bylaws consistent with state statutes and County Resolution No. 014-25; bylaws must set the meeting schedule (date, time, location) and are presented to and approved by the BOCC.

Q11: What are the Advisory Board's annual responsibilities regarding finances?

A: Each year, the Advisory Board works with County and CFD1 staff to present an Annual Finance Plan to the BOCC.

Q12: Does the Advisory Board make binding decisions for CFD1?

A: No. However, it is the first step in decision-making as it provides guidance and recommendations to the BOCC.

Q13: What is the role of the County Fire Services Administrator and the Fire Chief in relation to the Advisory Board?

A: The County Fire Services Administrator handles administrative aspects of CFD1 (including budgeting, personnel management, policy development, and staff support to the Advisory Board), while the Fire Chief is responsible for overall operations and command of firefighting activities.

Q14: Who supports the Advisory Board's administrative needs?

A: The Fire Services Administrator (or designee) provides staff support, coordinates scheduling, attends meetings, records minutes of each regular or special meeting, and ensures minutes are transcribed and distributed for approval.

Q15: When does the consolidation that formed CFD1 take effect?

A: The consolidation takes effect on January 1, 2026.

Q16: What happens to the predecessor districts?

A: Johnson County Fire District No. 1 and Johnson County Fire District No. 2 are dissolved and disorganized effective January 1, 2026.

City Council Action Item

Council Meeting Date: December 11, 2025

Department: Public Works

Agenda Item: Consider Change Order #3 to Kansas Heavy Construction, LLC for the East 2nd Street/Edgewood and East 3rd Street Reconstruction Project in the amount of \$47,191.36.

Background/Description of Item:

On June 8, 2023, City Council approved the professional services agreement with Renaissance Infrastructure Consulting, Inc. (RIC) for the design of the East 2nd Street Reconstruction Project. The project scope was adjusted during design to include Edgewood and East 3rd Street.

On December 12, 2024, City Council approved the concurrence to bid for the total combined project scope. On April 24, 2025, City Council approved a budget adjustment for the project to set the total budget at \$6,916,958. That same night City Council awarded the construction contract to Kansas Heavy Construction in the amount of \$5,191,817.

During construction, Staff found that some of the pipe sizes and locations were different from those in the plans. One example of this is a sanitary sewer pipe shown as 8" in design plans was actually 12" in the field, resulting in a price increase to purchase 12" pipe vs the bid item of 8". Also, the relocation of the water main at 820 East 2nd Street had to be rerouted due to storm drainage and concrete conflicts. This change order also includes the work needed to convert to the new pipe size or to improve the waterline system.

These eleven items are included in Change Order #3 and summarized below.

Description	Approval	Amount
Original Contract	Council 4/24/2025	\$ 5,191,817.00
Change Order #1	Council 7/24/2025	\$ 59,075.00
Change Order #2	City Administrator 12/5/2025	\$5,190.00
Revised Contract Total		\$ 5,256,082.00



Change Order #3 Details:

Description	New or Adjusted Quantity	New or Adjusted Unit Price	New or Adjusted Amount
Pay for 12" SS pipe rather than 8" – Deduct Material Difference	38	\$ 336.22	\$ 12,776.36
Cut in 8" Valves instead of standard Installation	1	\$ 4,730.00	\$ 4,730.00
Cut in 6" Valves instead of standard Installation	1	\$ 3,430.00	\$ 3,430.00
8x6 Reducer	1	\$ 1,550.00	\$ 1,550.00
6x4 Reducer	2	\$ 1,210.00	\$ 2,420.00
8" Swivel X Solid Adapter	1	\$ 1,650.00	\$ 1,650.00
6" Swivel X Solid Adapter	1	\$ 1,275.00	\$ 1,275.00
8" Straddle Block	1	\$ 1,220.00	\$ 1,220.00
4" Sleeve	1	\$ 1,030.00	\$ 1,030.00
Water Service Between Edgewood and Meriwood	1	\$ 16,750.00	\$ 16,750.00
4' Valve Stem Extension	1	\$ 360.00	\$ 360.00
Total Change Order #3			\$ 47,191.36
Revised Contract Total			\$ 5,303,273.36

The total for Change Order #3, \$47,191.36, will be funded from the project contingency, and therefore is within the project budget.

City staff recommends approval of Change Order #3 to Kansas Heavy Construction, LLC for the East 2nd Street/Edgewood and East 3rd Street Reconstruction Project.

Related Ordinance(s) or Statue(s):

Funding Source: PIF LPKC Phase 1: \$ 4,762,496
 Street Excise Tax: \$ 427,500
 Interest Allocation: \$ 726,962
 KDOT Cost Share: \$ 1,000,000

Budget Allocated: \$ 6,916,958

Finance Director Approval: x 
 Karen Kindle, Finance Director

Agenda Item: Approve Change Order #3 to Kansas Heavy Construction, LLC for the East 2nd Street/Edgewood and East 3rd Street Reconstruction Project in the amount of \$ 47,191.36 Increasing the Total Contract Amount to \$ 5,303,273.36.

Enclosed: Kansas Heavy Change Order #3

Prepared by: Dan Merkh, Public Works Director

**CITY OF EDGERTON
CHANGES IN PLANS AND CONSTRUCTION**

REQUEST NO. 3

Project Name: E. 2nd St. & Edgewood Dr. Street and Storm Improvements
 Project Location: Edgerton, KS
 Project Number: 23-0140
 Contract Date: 24-Apr-25
 Date Prepared: 21-Nov-25

The following changes to the original contract amount were required to cover cost incurred by the Contractor or to reflect savings realized by the Contractor as a result of a change in the actual constructed quantities from the estimated quantities shown on the Bid Proposal.

Start Date: 24-Apr-25
 Performance Period (Cal. Days): 433
 Net Adjustments (Cal. Days):
 Completion Date: 30-Jun-26
 Page Number: 1

REQUIRED CHANGES IN PRESENT CONTRACT

Contract or Previous Quantity	Contract or Previous Unit Price	Contract or Previous Amount	Unit	Item No.	Item Description	New or Adjusted Quantity	New or Adjusted Unit Price	New or Adjusted Amount
0.00	\$0.00	\$0.00	LF	107	Pay for 12" SS Pipe Rather than 8" - Deduct Material Difference	38.00	\$336.22	\$12,776.36
0.00	\$0.00	\$0.00	EA	108	Cut in 8" Valves Instead of Standard Installation	1.00	\$4,730.00	\$4,730.00
0.00	\$0.00	\$0.00	EA	109	Cut in 6" Valves Instead of Standard Installation	1.00	\$3,430.00	\$3,430.00
0.00	\$0.00	\$0.00	EA	110	8x6 Reducer	1.00	\$1,550.00	\$1,550.00
0.00	\$0.00	\$0.00	EA	111	6x4 Reducer	2.00	\$1,210.00	\$2,420.00
0.00	\$0.00	\$0.00	EA	112	8" Swivel X Solid Adapter	1.00	\$1,650.00	\$1,650.00
0.00	\$0.00	\$0.00	EA	113	6" Swivel X Solid Adapter	1.00	\$1,275.00	\$1,275.00
0.00	\$0.00	\$0.00	EA	114	8" Straddle Block	1.00	\$1,220.00	\$1,220.00
0.00	\$0.00	\$0.00	EA	115	4" Sleeve	1.00	\$1,030.00	\$1,030.00
0.00	\$0.00	\$0.00	LS	116	Water Service Between Edgewood and Merriwood	1.00	\$16,750.00	\$16,750.00
0.00	\$0.00	\$0.00	EA	117	4' Valve Stem Extension	1.00	\$360.00	\$360.00
					Subtotal -			\$47,191.36

Previous Total \$0.00

Net Change \$47,191.36


Statement of Contract

Original Contract Amount	\$5,191,817.00
Net Amount of Previous Additions and Deductions	\$64,265.00
Net Contract Amount Prior to This Request	\$5,256,082.00
Amount of This Request	\$47,191.36
New Contract Amount	\$5,303,273.36
Overall Percent Change in Contract Amount	2.15%

CONTRACTOR:

Company: Kansas Heavy Construction
 City, State: Leavenworth, Kansas
 Signed by: _____
 Date: _____

PROJECT OBSERVER:

Company: Renaissance Infrastructure Consulting Mayor: _____
 Recommended by:  City Manager: _____
 Date: 11/21/2025 City Clerk: _____

ACCEPTED BY CITY OF EDGERTON, KANSAS:

Mayor: _____
 City Manager: _____
 City Clerk: _____
 Date: _____



Kansas Heavy Construction, LLC

19501 State Avenue
Tonganoxie, Kansas 66086
(913) 845 – 2121
Fax: 845 – 2813

City of Edgerton, Kansas
Attn: Dan Merkh
2nd and Edgewood Project
RE: Change Order Request #3

Dan:

Below is a list of change order requests that we have to date. Please let us know if you have any questions or need any specific info on any of them.

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Pay for 12" SS Pipe Rather than 8" - Deduct material difference.	38	LF	\$ 336.22	\$ 12,776.36
2	Cut in 8" Valves Instead of standard installation	1	EA	\$ 4,730.00	\$ 4,730.00
3	Cut in 6" Valves Instead of standard installation	1	EA	\$ 3,430.00	\$ 3,430.00
4	8x6 Reducer	1	EA	\$ 1,550.00	\$ 1,550.00
5	6x4 Reducer	2	EA	\$ 1,210.00	\$ 2,420.00
6	8" Swivel X Solid Adapter	1	EA	\$ 1,650.00	\$ 1,650.00
7	6" Swivel X Solid Adapter	1	EA	\$ 1,275.00	\$ 1,275.00
8	8" Straddle Block	1	EA	\$ 1,220.00	\$ 1,220.00
9	4" Sleeve	1	EA	\$ 1,030.00	\$ 1,030.00
10	Water Service Between Edgewood and Merriwood	1	LS	\$ 16,750.00	\$ 16,750.00
11	4' Valve Stem Extension	1	EA	\$ 360.00	\$ 360.00
				Total	\$ 47,191.36

* As part of this change order, the original phasing and phasing completion dates in the original specifications are no longer required. The phasing has been changed to accomadate utility conflicts and relocations. The final completion date for the entire project is the only milestone to be enforced.

Matthew A. Gripka

Matt Gripka
Kansas Heavy Construction.

City Council Action Item

Council Meeting Date: December 11, 2025

Department: Public Works

Agenda Item: Consider Change Order #1 to Sunflower Paving, Inc. for the 2025 Street Preservation Program Curb Work in the amount \$10,554.24.

Background/Description of Item:

During the 2025-2029 CIP Work Session, City Council identified the 2025 Street Preservation Program to include new curb in selected areas as determined by City Staff using tools in the Pavement Management Program.

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

Due to the bid pricing being lower than expected and available budget, additional curb work was completed during construction on West 7th Street and West 5th Street. As a result, the total quantity of curb construction in town increased from 1180 LF to 1438 LF. The revised quantities are all existing bid items.

The price for this change order is \$10,554.24. The original contract with Sunflower Paving, Inc. is for \$87,440.02, with this change order the new contract amount will be \$97,994.26. This increase is within the project budget.

City staff recommends approval of Change Order #1 to Sunflower Paving, Inc. for the 2025 Street Preservation Program.

Related Ordinance(s) or Statue(s):

Funding Source: Special Highway Fund and PIF Maintenance Fee

Budget Allocated: 2025 Street Preservation Program: \$240,715

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve Change Order #1 to Sunflower Paving, Inc. for the 2025 Street Preservation Program Curb Work in the amount of \$10,554.24 Increasing the Total Contract to \$97,994.26.

Enclosed: Sunflower Paving Change Order #1

Prepared by: Todd Veeman – Construction Inspector

City Council Action Item

Council Meeting Date: December 11, 2025

Department: Public Works

Agenda Item: Consider Agreement for Manhole Inspections with TREKK Design Group LLC.

Background/Description of Item:

In November of 2025, City Staff requested a proposal for inspections of existing sanitary sewer manholes from TREKK Design Group LLC.

During the Wastewater Master Plan completed in 2023, TREKK completed the field investigations as a subcontractor. TREKK was also used in 2021 for the design of the CDBG project. Not only do they have significant existing knowledge of our system, but they have also developed a proprietary camera for Manhole inspections called the TREKK360. Utilization of this tool allows for a safer inspection of the manhole as well as time savings from having to rely on man-entry to the structures.

The agreement is for a lump sum cost of \$5,000. This will be covered by operating budget from Utility Department.

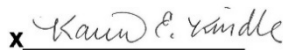
Staff recommends acceptance of the agreement with TREKK for the services described in the attached proposal. This proposal has been reviewed and accepted by City Attorney.

Related Ordinance(s) or Statue(s):

Funding Source: Sewer Fund – Sewer Line Maintenance

Budget Allocated: \$5,000

Finance Director Approval:

x 
Karen Kindle, Finance Director

Agenda Item: Accept Agreement with TREKK Design Group LLC in an amount not to exceed \$5,000.

Enclosed: Proposal from TREKK Design Group

Prepared by: Dan Merkh, Public Works Director



DESIGN GROUP, LLC
A D/WBE, SBA 8(A), WOSB Certified
Civil Engineering Firm

November 7, 2025

City of Edgerton, KS
404 East Nelson
Edgerton, KS 66021

ATTN: Dan Merkh

RE: Sewer Manhole Inspections and Rehabilitation Recommendations

Please find below our contract proposal for the above-mentioned project. Hereinafter, TREKK Design Group, LLC will be defined as the Consultant and City of Edgerton will be defined as the Owner.

SCOPE OF SERVICES

I. Services to be provided by TREKK Design Group, LLC

A. Manhole Inspections

Up to 19 manhole inspections will be completed by capturing 360-degree camera imaging data. Structures will be field inspected from the topside using the TREKK360 camera to collect panoramic photos. TREKK will digitally process field 360 imagery to create a 360-degree perspective viewer of the structure which allows for the office inspection of the structure from any angle and any elevation. Deliverable will include the 360-degree image data only and not include formal manhole inspection records.

B. Data Review and Rehab Recommendations

If budget allows, 360-image data will be reviewed for each manhole and a general recommendation will be made. Planning level costs for each repair will be provided. Recommendations will generally include the following:

- New Frame/Cover Needed (yes/no)
- Cementitious Liner
- H2S Resistant Liner (i.e. Epoxy, Obic, other)
- Internal Manhole Reconstruction (i.e. HK Solutions Monoform or other)
- Complete Manhole Replacement

Deliverable includes a simple spreadsheet with the recommended repair type and estimated cost.

II. CONTRACT FEE AND BILLING

The Owner shall compensate TREKK Design Group for Scope of Services described above and in accordance with Terms and Conditions of this Agreement as follows:

- A.** Lump sum of \$5,000.

All work shall be performed according to our Standard Terms and Conditions of Contract, incorporated into this contract by reference herein and attached as Exhibit A.

If this Contract Proposal is acceptable and outlines our complete agreement, please signify your acceptance by signing in the space provided and return a copy to our office. Facsimile followed by hard copy is acceptable. This Document will then constitute our complete Agreement.

TREKK DESIGN GROUP, LLC

City of Edgerton, KS

Lucas Gillen
Associate

Date

Authorized Representative

Date

Exhibit A
TREKK Design Group, LLC
STANDARD TERMS AND CONDITIONS OF CONTRACT

1. RIGHT of ENTRY:

The Client will provide for right of entry for Consultant in order to complete the work. While Consultant will take all reasonable precautions to minimize any damage to the property, it is understood by Client that some damage may occur in the normal course of work, the correction of which is not part of this Agreement.

2. CONSTRUCTION SITE INSPECTION:

At construction sites, the presence of Consultant field representatives will be for the purpose of providing inspection of only the work with which Consultant has agreed to be involved. Opinion of Consultant as to the contractor's adherence to plans and specifications will be reported. Our work does not include supervision or direction of the actual work of the contractor, their employees, or agents. The Contractor should also be informed that neither the presence of our field representative, nor the observation by our firm shall excuse him in any way for defects discovered in their work. Our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the Contractor.

3. INVOICES:

Consultant will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from each invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

4. OWNERSHIP of DOCUMENTS:

All reports, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant as instruments of service shall remain the property of Consultant. Client agrees that all reports and other work furnished to the Client or their agents that are not paid for will be returned upon demand and will not be used by the Client for any purpose whatsoever.

5. STANDARD of CARE:

Service performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

6. LIMITATION of LIABILITY:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7. INSURANCE and INDEMNIFICATION:

Consultant and the consultants employed by it are protected by worker's compensation insurance, and Consultant has such coverage under public liability and property damage insurance policies that Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from and against damage, liabilities, or costs to the extent caused by the negligent acts by Consultant, and consultants employed by it. Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance.

8. ASSIGNMENT:

Neither the Client, nor Consultant shall sublet, transfer, or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub consultants, normally contemplated by the

Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

9. TERMINATION:

This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other part to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

10. PRECEDENCE:

These Provisions and Agreement supersede all prior agreements and understandings and may be changed only by written amendment executed by both parties.

11. REIMBURSABLE EXPENSES:

Reimbursable Expenses are in addition to the Design Fee and shall be billed to the Client at 1.0 times our direct cost. Reimbursable expenses shall include, but not be limited to, all shipping and mailing costs, courier services, travel, printing, and photographic reproductions.

12. ATTORNEY'S FEES and EXPENSES:

The Client agrees to reimburse the Consultant for all attorney or collection agency fees, expenses, and court costs incurred to collect any amount due under this Contract.

13. ADDITIONAL SERVICES:

Any work required in addition to that detailed in this Contract will be billed on an hourly basis according to then current rates or a negotiated lump sum fee. Extra work will include, but not limited to: changes in the Scope of Services; changes made in response to program changes; changes due to revision of site/base information provided by others; changes due to error of contractor during construction; and design modifications requested by the client subsequent to prior approval.

14. HOURLY RATES:

Hourly rates are as defined in contract agreement.

15. SCHEDULE:

The Consultant shall perform its services as expeditiously as is consistent with professional skill, care and the orderly progress of the Project, but not subject to any firm schedule or completion date unless expressly outlined in the contract documents. The Client acknowledges that Client-directed changes, unforeseen conditions, and other delays may affect the completion of the Design services. Client waives any and all claims for consequential, incidental, and business interruption damages directly or indirectly related to the timeliness of the commencement, undertaking, and completion of design services. In no event shall the Consultant have control over or responsibility for any Contractor's or vendor's performance schedule.

16. STANDARD CLEANING AND CCTV PRICING PROVISIONS:

The pricing proposal does not include expenses for prevailing wages or certified payroll reporting, bypass pumping, or pipe plugging unless specifically stated as such. Any costs associated with repairs or extractions that are required due to existing structural system defects or failures will be completed at the expense of Client. Light traffic control is included in the unit rate and is defined as cones and Utility Work Ahead signs. Additional traffic control required will be billed as a Reimbursable Expense. The contract price is for the estimated footage in the proposal; additional work beyond the scope will be compensated at the project unit price or negotiated by addendum. Pricing is valid for sixty (60) days from the date of the proposal. Pipe diameters will be verified at the upstream and downstream manholes; midsection pipe diameter will not be documented. Pricing is valid based on the City/Owner providing adequate access to the work site, water/hydrant access with a meter, and a dump site and that there are no hazardous materials present.

City Council Action Item

Council Meeting Date: December 11, 2025

Department: Administration

Agenda Item: Consider an Agreement with the Johnson County Sheriff's Office for the Provision of Law Enforcement Services for Fiscal Year 2026

Background/Description of Item: The City of Edgerton contracts with the Johnson County Sheriff's Office (JCSO) to provide law enforcement services to the citizens of Edgerton. Generally the services as described in the agreement for 2026 are the same as services provided in 2025 including the "Power Shift". The agreement includes providing law enforcement duties customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City.

The agreement states that generally the level of service shall be the same that is provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district on a full-time basis, twenty-four (24) hours a day. A fully-manned patrol car shall ordinarily be stationed in the Edgerton district and an additional fully-manned patrol car or patrol cars shall be available as needed from adjacent districts. The Edgerton district shall have the following boundaries: the Johnson County line on the west and south; 167th Street on the north; and Gardner Road/Center Street to the east.

The 2026 Agreement includes Section 6 "Community Event Planning" related to public meetings that the City may need additional support from the Sheriff's Office. The requirement remains the same to provide sufficient advance notice of these types of events that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic or that may result in increased levels of law enforcement services to appropriately police the event. Additional costs for services shall be paid as allowed by the agreement.

Same as 2025, the 2026 Agreement includes Section 8 "Responsibility of the County" to include items already been provided by JCSO such as bailiff at municipal court, enforcement of city ordinances, attendance at City Council meetings, hosting an annual town hall meeting if requested by the City, and periodic reporting to both City Council and the City Administrator.

The 2026 Agreement includes Section 12 related to Automated License Plate Readers (ALPRs). Today, JCSO has already installed several of these in the Logistics Park Kansas City (LPKC) area. JCSO maintains sole ownership and responsibility for any of this equipment installed in Edgerton. Additionally, JCSO is responsible for the data, content and information collected from any of these devices. The Agreement provides for additional future installations as agreed upon by both Parties.

The budget highlights of the agreement are listed below. The Cost for the Total Agreement was provided by the Sheriff's Office during the preparation of the 2026 Annual Budget. Therefore, there is sufficient funding available.

Term of Agreement: January 1, 2026 – December 31, 2026
Cost for Policing Services: \$442,580
Cost for "Power Shift": \$181,167
Total Agreement Cost: \$623,747

Budgeted Overtime: \$ 5,000
Total with OT for Budget **\$628,747**

The agreement provides for a fuel surcharge should the Sheriff's Office incur average fuel costs that exceed the average price per gallon of \$3.00 used at the time of calculating the annual cost of the agreement. The fuel surcharge is calculated and billed to the City on a quarterly basis as an additional cost to the agreement. The amount billed is based on the average of actual fuel costs incurred for the most recent calendar quarter.

Addendum 1 includes the information regarding the additional patrol car for Edgerton. The boundaries for the patrol car were previously updated to include the new Dwyer Farms development. The patrol boundary is highlighted in orange on the enclosed map for reference.

The City Attorney will review the agreement prior to City Council meeting.

Related Ordinance(s) or Statue(s): K.S.A. 12-2908, K.S.A. 12-2909

Funding Source: General Fund – Law Enforcement – Contracted Law Enforcement

Budget Allocated: \$628,747

Finance Director Approval:

x *Karen E. Kindle*
Karen Kindle, Finance Director

Recommendation: Approve An Agreement With The Johnson County Board Of Commissioners And The Johnson County Sheriff For The Provision Of Law Enforcement Services For Fiscal Year 2026

Enclosed: Draft Agreement with the Johnson County Board of County Commissioners and the Johnson County Sheriff
Map of Boundary for Addendum 1

Prepared by: Beth Linn, City Administrator

**AGREEMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES
FOR THE CITY OF EDGERTON, KANSAS
PERFORMED BY THE SHERIFF OF JOHNSON COUNTY, KANSAS**

This Agreement is made and entered into this _____ day of _____, 20____, by and among the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as the "County," and the City of Edgerton, Kansas, hereinafter referred to as the "City," and the Sheriff of Johnson County, Kansas, hereinafter referred to as "Sheriff."

WITNESSETH:

WHEREAS, the City desires to contract with the County for the provision of law enforcement services to be performed by the Sheriff; and

WHEREAS, the parties hereto have determined that such contracts are authorized and provided for under the provisions of K.S.A. 12-2908 et seq., as amended; and

WHEREAS, the governing body of the City did authorize its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 20____; and

WHEREAS, the governing body of the County did authorize its Chairman to execute this Agreement by official vote of said body on the _____ day of _____, 20____; and

WHEREAS, pursuant to the provisions of K.S.A. 12-2909 the Sheriff has approved the making of this contract.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. Police Protection. The County, through the Sheriff, agrees to provide police protection within the corporate limits of the City and the hereinafter described Edgerton district of which the City is encompassed to the extent and in the manner set forth in this Agreement.

2. Scope of Services. Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type being within the jurisdiction of and customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City.

3. Level and Area of Services. Except as otherwise herein provided, the level of service shall be that same basic level of service that is and shall be, during the term of this Agreement, provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district on a full-time basis, twenty-four (24) hours a day. It is understood and agreed that a fully-manned patrol car shall ordinarily be stationed in the Edgerton district and that an additional fully-manned patrol car or patrol cars shall be

available as needed from adjacent districts. The Edgerton district shall have the following boundaries:

The Johnson County line on the
west and south; 167th Street on
the north; and Gardner Road/Center Street
on the east.

4. Control of Services. The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County. In the event of dispute between the City and County as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the City and County.

5. Enforcement. Such services shall include the enforcement of State statutes and City ordinances, except as set forth in paragraph 7 of this Agreement.

6. Community Event Planning. The City shall provide the Sheriff with sufficient advance notice of community events or public meetings that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic, or that may result in increased levels of law enforcement services to appropriately police the event. Upon receiving such notice, the Sheriff or his designee shall confer with the City to determine what law enforcement services may be required for an event, shall assist the city in processing any special event permits for an event, and shall provide the agreed upon law enforcement services for an event. Additional expenses for services shall be paid as allowed under Paragraph 19 of this Agreement.

7. Responsibility of City. To facilitate the performance of the services and functions by the Sheriff under this Agreement, it is hereby agreed that the County shall have full cooperation and assistance from the City, its officials, agents, and employees. In addition, the City agrees to provide a municipal court system with the following standards:

- (a) An attorney serving as municipal judge;
- (b) An attorney to prosecute all contested cases; and
- (c) A designated, qualified court clerk to supervise the court docket and take responsibility for all court records.

If the City fails to meet the above-mentioned standards, it is agreed that City ordinances will not be enforced by the Sheriff.

8. Responsibility of County. To facilitate the performance of the services and functions by the Sheriff under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of service to be rendered hereunder. In addition, the Sheriff agrees to:

- (a) Provide a bailiff for Municipal Court;
- (b) Enforce City Ordinances;
- (c) Provide a presence at City Council Meetings;
- (d) Present quarterly reports to the City Council;
- (e) Provide monthly reports to the City Administrator;
- (f) Provide Annual Crime Index for the City of Edgerton; and
- (g) Host an Annual Town Hall for residents, if requested by the City.

9. Law Enforcement Headquarters. When and if both parties hereto concur as to the necessity of maintaining a law enforcement headquarters within the City that would not normally be provided by the Sheriff, the City shall furnish, at its own cost and expense, all necessary office space together with utilities. All furniture and furnishings, office supplies, and telephone services shall be furnished by the County. It is expressly further understood that, in the event such local office is maintained in the City, such quarters may be used by the Sheriff in connection with the performance of his or her duties in the territory outside of the City and adjacent thereto, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

10. County Employees. All County personnel so employed in the performance of such services and functions for the City under this Agreement shall be County employees, and no such person so employed shall be entitled to receive any City pension or any status or right of City employment.

11. Commissioned City Police Officers. Subject to the provisions of paragraph 10 and for the purpose of effectively performing such services and functions as are within the scope of this Agreement and for the purpose of giving official status to the performance thereof, every officer of the Sheriff's Office engaged in performing any such service and function within the scope of this Agreement shall be deemed to have the powers of municipal police officers of the City while performing such service for the City. Such officers of the Sheriff shall be commissioned as City police officers for purposes of this Agreement.

12. License Plate Reader Equipment. Should the City acquire License Plate Readers and supporting equipment during the term of the contract, ownership of the equipment in a maximum value of \$100,000 shall be transferred to the Sheriff if requested by the City. Upon transfer of ownership, all maintenance and repair of the equipment shall be the responsibility of the Sheriff.

13. Limitation of City's Liability. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County or Sheriff personnel performing services hereunder for the City, or any liability other than that provided for in this Agreement. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County or Sheriff's officer or employee for injury or sickness arising out of his or her employment. The County shall defend, indemnify, and hold harmless the City from any claims or demands asserted against the City for acts or omissions by the Sheriff or County, or their officers or employees, in performing the services set forth herein.

14. Limitation of County's Liability. The Sheriff or County, their officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of the City or of any official or any employee thereof.

15. Effective Date. Unless terminated earlier as provided for herein, this Agreement shall be effective for the period of January 1, 2026 through December 31, 2026. At the option of the City, with the consent of the County and the Sheriff, this Agreement shall be renewed for successive periods of not to exceed one year each. In the event the Sheriff fails to approve in writing such renewal within thirty (30) days of its submission to the Sheriff, this Agreement shall be terminated.

16. Renewal. In the event the City desires to renew this Agreement for any succeeding period, the mayor of the City, not later than two (2) months preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than thirty (30) days prior to the expiration date of this Agreement, shall notify the City of its willingness to accept such renewal for an additional one-year period or such other term as may be deemed advisable; provided, that should the mayor of the City notify the Sheriff of the City's desire to renew this Agreement at a date later than two (2) months preceding the expiration date of this Agreement, the Sheriff, not later than thirty (30) days following receipt of the City's intent to renew, shall notify the City of its willingness to accept such renewal for an additional one-year period or such other term as may be deemed advisable, and this Agreement shall not otherwise terminate at the end of the Agreement period until the provisions of this section governing renewal have been satisfied or said Agreement is otherwise terminated in accordance with paragraph 16; provided further, that should for any reason the parties hereto fail to renew this Agreement in the manner set forth hereinabove, the Sheriff, unless otherwise notified to the contrary in writing by the City, shall have the authority to continue to provide such police protection consistent with the terms and provisions of this Agreement and to the extent and in the manner hereinbefore set forth for an extended period not to exceed sixty (60) days following termination date of this Agreement for purposes of allowing the parties to negotiate a new Agreement.

17. Termination. Notwithstanding the provisions of the paragraph hereinbefore set forth, either the County or the City may terminate this Agreement as of the first day of any month of any year upon notice in writing to the other party if not less than one (1) calendar month prior to the date of such termination.

18. Cost. The City agrees to pay the County, subject to the limitations of paragraph 21, the amount of Four Hundred Forty-Two Thousand, Five Hundred and Eighty Dollars (\$442,580) as the costs of performing all services covered by this Agreement (excluding Addendum Number 1), and agrees to pay an additional One Hundred and Eighty-One Thousand, One Hundred and Sixty-Seven Dollars (\$181,167) for the services described in the attached Addendum Number 1 to this Agreement, for a total cost (including Addendum Number 1) of Six Hundred Twenty-Three Thousand, Seven Hundred and Forty-Seven Dollars (\$623,747); provided, that if the cost of providing the service under this Agreement changes, the City shall be notified of each such change in writing; provided, further, that in the event the City alters or extends its boundaries and/or requests a second unit to provide service hereunder, then the cost of performing all services covered by this Agreement may be renegotiated and mutually agreed upon, by supplemental

writing, by and between the Sheriff and City. "Cost" as used herein shall not include items of expense attributable to service or facilities normally provided or made available to the entire County as part of the Sheriff's obligation to enforce State law. All monetary considerations paid by the City to the County pursuant to this Agreement shall be expended by the County solely for law enforcement purposes in accordance with K.S.A. 12-2909.

19. Additional Expenses. To the extent that the Sheriff incurs overtime expenses for the purpose of providing officers to appear as witnesses to testify in the City's Municipal Court or for special events, such overtime expenses shall be billed as an additional cost hereunder, provided, however, that overtime hereunder shall not exceed Five Thousand Dollars (\$5,000) during the term of this Agreement. Further, to the extent that the Sheriff incurs average fuel costs that exceed the average price per gallon of \$3.00 used at the time of calculating the Cost stated in paragraph 17 above, a surcharge shall be billed to the City as an additional cost hereunder, which surcharge shall represent a variable quarterly fuel adjustment based on the average of actual fuel costs incurred for the most recent calendar quarter.

20. Payment of Cost. The cost to the City shall be paid out of that portion of the general fund budgeted for police purposes and funded by the general levy of said City or other appropriate means of funding subject to the limitation of paragraph 21.

21. Cash Basis Obligation. Any indebtedness or obligation of the City pursuant to this Agreement shall never exceed the amount of funds actually on hand in the treasury of the City for such purpose. In addition, this Agreement shall be construed to be in compliance with K.S.A. 10-1101 et seq., and any construction contrary to the provisions of the above-mentioned statutes shall make this Agreement null and void. Pursuant to the above terms of this paragraph, the County shall render to the City at the close of each calendar quarter an itemized statement covering all services performed during said quarter, and the City shall pay to the County therefore within twenty (20) days after receipt of such statements.

22. Ownership of Property. Any property acquired by the County for use in carrying out the terms of this Agreement shall be held as the sole and separate property of the County, and upon the termination of this Agreement may be disposed of at the sole discretion of the County.

23. Notice. For the purpose of any notice in writing required herein, any such notice to the County shall be addressed to the Johnson County Sheriff, 27747 W. 159th Street, New Century, Kansas, 66031. Any notice to the City shall be addressed to the City Clerk, City Hall, Edgerton, Kansas 66021.

24. Not Interlocal Agreement. This Agreement, made pursuant to K.S.A. 12-2908 et seq., as amended, shall not be regarded as an Interlocal Agreement under the provisions of K.S.A. 12-2901 et seq. and amendments thereto.

25. Renewal by Amendment. This Agreement may be renewed by reference to this original document, and any amendments thereto may make reference to this original document by paragraph or in total.

26. Agency. Pursuant to K.S.A. 12-2909, the Sheriff shall be assigned responsibility for the enforcement of the City's ordinances, and any officer of the Sheriff is eligible thereunder upon assignment by the Sheriff or his or her designated agent.

27. Severability. It is the intent of the parties hereto in the preparation and execution of this Agreement to avoid a conflict with the applicable laws of the state of Kansas and if any provision herein is found to be in conflict with any state law or is deemed or held to be unconstitutional, invalid or unenforceable, it is the intent of the parties hereto that such provision shall have no force and effect and the remainder of the Agreement shall be valid as though such conflicting, unconstitutional, invalid or unenforceable provision were not contained herein.

28. Entire Agreement. This Agreement represents the entire agreement among the City, County and Sheriff and supersedes all prior agreements, understandings or promises, whether oral or written, among the parties hereto.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed in five (5) counterparts on the day and year first above written.

CITY OF EDGERTON, KANSAS

Donald Roberts, Mayor

ATTEST:

Dusti Callahan, City Clerk

APPROVED AS TO FORM:

TODD A. LUCKMAN, for
Stumbo Hanson, LLP—City Attorneys

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Mike Kelly, Chairman

ATTEST:

Lynda Sader, Deputy County Clerk

SHERIFF OF JOHNSON COUNTY, KANSAS:

Byron K. Roberson, Sheriff

APPROVED AS TO FORM:

Joni Cole
Assistant County Counselor

ADDENDUM NUMBER 1

A second patrol unit will be assigned to the City of Edgerton for 40 hours per week, 52 weeks per year. The primary purpose of this unit will be community-oriented policing and problem-solving that builds and maintains relationships with the residents of Edgerton. In addition to normal policing services, this unit would proactively work to address specific concerns or priorities as set by the Edgerton City Council within the boundaries described below. These priorities could include, but not be limited to, patrol within the school zone during school drop-off and/or pick-up, speeding or other traffic violations on particular roadways, checks on local businesses, visibility of the Sheriff in residential neighborhoods, etc. The schedule for this unit should vary throughout the calendar year with unit being present during peak times to interact with the community.

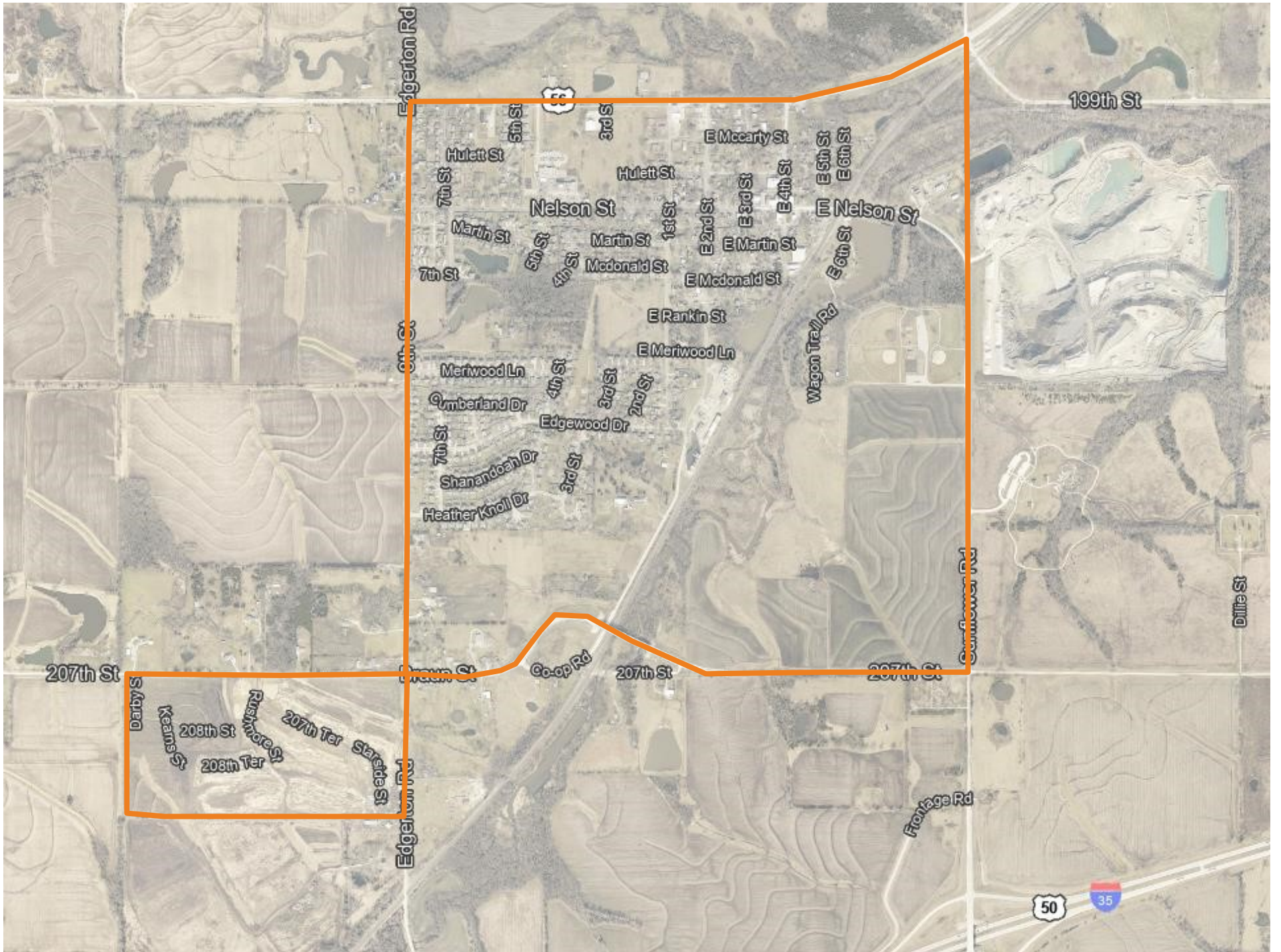
This patrol unit shall have the following boundaries:

Morgan Street / W 199th Street on the north,
Sunflower Road on the east,
W 8th Street / Edgerton Road or Darby Street on the west, and
W 209th Street on the south

A map of the patrol area is included on the next page.

A second Patrol unit as described above would cost \$181,647.00. That cost was calculated as follows:

One (1) Deputy + Benefits	\$ 155,804	
Vehicle/Maint./Fuel	\$ 15,729	(10% Vehicle Cost)
Relief Deputy	\$ 25,730	(15% of primary Deputy costs)
Deduct Deputy Out of City	\$ (20,515)	(10.4% deduction)
Administrative Fees	\$ 4,419	(2.5%)
Cost of Dedicated Deputy	\$ 181,647	
Total 2026 Addendum 1 Amount	\$ <u>181,647</u>	



City Council Action Item

Council Meeting Date: December 11, 2025

Department: Parks and Recreation

Agenda Item: Consider Agreement with Johnson County Sheriff's Office For Law Enforcement Services At The Greenspace In Edgerton, Kansas

Background/Description of Item:

In 2024, Edgerton City Council provided direction that security services are required for any reservation at The Greenspace after normal business hours and/or any reservation that includes alcohol. In April 2025, Edgerton City Council approved an Agreement with Johnson County Sheriff's Office (JCSO) to provide these Law Enforcement (specifically security services) at The Greenspace for 2025.

The draft Agreement for 2026 includes the same services as provided in 2025. As part of the Agreement, the City would provide JCSO a minimum of 14-day notice prior to each event requiring dedicated law enforcement/security services as described above. Normal city community events would be handled under the existing annual contract for policing services. The City will pay \$80 per hour/per Deputy for the facility rental security services.

JCSO will be responsible for assigning the necessary deputy(s) to the event. The Deputies assigned to provide services under this Agreement are on-duty for the Sheriff and acting within the course and scope of their official duties while fulfilling City's requests for services. Deputies assigned to provide services under this Agreement will not be removed except for extraordinary circumstances at the direction of the Sheriff. The Sheriff retains ability to refuse City's requests, when received, for Deputies under this Agreement and is under no obligation to provide a certain number of Deputies or to accommodate any specific event(s).

The charges for the services from the Sheriff's Office will be covered entirely by the security fee included in the Fee Resolution.

The Agreement will terminate at the end of 2026, same as our existing contract for policing services. In addition, any party (JCSO or the City) may terminate this Agreement, at any time, for convenience, without penalty or recourse, by giving the other party written notice of such termination sixty (60) days prior to termination.

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

Funding Source: Greenspace Facility Rental Fees

Budget Allocated: \$0 in 2026 as the cost will be fully recovered by rental fees.

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Agreement with Johnson County Sheriff's Office For Law Enforcement Services At The Greenspace In Edgerton, Kansas

Enclosed: Draft Agreement for Law Enforcement Services at The Greenspace in Edgerton, Kansas

Prepared by: Levi Meyer, Parks and Recreation Director

**AGREEMENT FOR LAW ENFORCEMENT SERVICES AT THE
GREENSPACE IN EDGERTON, KANSAS**

THIS AGREEMENT, entered into the date of last signature below (the “Effective Date”), by and among the Board of County Commissioners of Johnson County, Kansas, a body corporate and political subdivision of the state of Kansas (“County”), the Sheriff of Johnson County, Kansas (“Sheriff”), and the City of Edgerton, Kansas (“City”) (collectively, the “Parties”).

RECITALS:

- A.** The City and County currently contract for the provision of ordinary law enforcement services within the City, performed by the Sheriff; and
- B.** The City owns and operates The Greenspace at 303 East Nelson Street, Edgerton, KS, Johnson County, Kansas; and
- C.** The City desires to contract with the County for the provision of additional law enforcement services for The Greenspace, to be performed by the Sheriff; and
- D.** The County, Sheriff, and City hereby agree to accept the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable considerations, the parties hereto agree as follows:

ARTICLE I

Purpose and Scope of Services

1.0. Purpose and Scope of Services.

1.1. Purpose. The purpose of this Agreement is to establish the terms and conditions under which Deputies of the Sheriff’s Office provide additional security and law enforcement assistance to The Greenspace.

1.2. Scope of Services. The Sheriff will provide Deputies to provide law enforcement services for specific, limited-duration events outside the normal contract for law enforcement services, held at The Greenspace, at the request of City.

ARTICLE II
Term and Termination

2.0. Term and Termination.

2.1. Term. The Term of this Agreement shall be from the Effective Date until December 31, 2026, unless this Agreement is otherwise terminated as provided below.

2.2. Termination. The County and City hereby agree that the following shall prevail with respect to termination of this Agreement:

2.2.1. For lack of funds. Should, for whatever reason, adequate funding not be made available to the City to support or justify continuation of the level of services to be provided by the Sheriff under this Agreement, the City may terminate this Agreement. In such event, the City shall notify the Sheriff in writing at least fifteen (15) days in advance of such termination or reduction of services for lack of funds, in which case, the Sheriff shall be reimbursed for all costs and expenses incurred prior to the date of such notice.

2.2.2. For convenience. Any party may terminate this Agreement, at any time, for convenience, without penalty or recourse, by giving the other party written notice of such termination sixty (60) days prior to termination. The Sheriff shall be entitled to just and equitable compensation for services performed by the Sheriff through the date of termination.

2.2.3. For lack of payment. The County reserves the right to terminate this Agreement for lack of payment by the City for services performed by the Sheriff under this Agreement and accepted by the City.

ARTICLE III
Compensation

3.0. Compensation.

3.1. Compensation. The City shall pay the Sheriff \$80.00 per hour/per Deputy for events at The Greenspace which requires Deputies under this Agreement. Payments shall be made within thirty (30) days of City receipt of invoices from the Sheriff documenting the services rendered.

ARTICLE IV
Responsibilities

4.0. Responsibilities.

4.1. Sheriff's Responsibilities.

- 4.1.1. Sheriff shall have exclusive authority to make all personnel decisions pertaining to the employment of Deputies retained to provide the services described in this Agreement. The Sheriff will consider extra duty deputy work requested by the City and has the discretion to prohibit any extra deputy work.
- 4.1.2. The Sheriff shall have sole responsibility for the payment of salary, benefits, and other compensation to the Deputies assigned to provide services under this Agreement.
- 4.1.3. Subject to available personnel, the Sheriff will provide Deputies to perform law enforcement and security services at The Greenspace.
- 4.1.4. Neither the Sheriff nor the City intend to create a special duty or relationship to protect the City or any person or property. The Sheriff's duty is to the public and is not enhanced or increased by this Agreement.
- 4.1.5. The Deputies assigned to provide services under this Agreement are on-duty for the Sheriff during such services. The Deputies are acting within the course and scope of their official duties while fulfilling City's requests for services within the county. The Sheriff retains authority to direct and redirect the Deputies' work and assignments. Deputies assigned to provide services under this Agreement will not be removed except for extraordinary circumstances at the direction of the Sheriff.

- 4.1.6.** The Sheriff retains complete discretion to refuse City's requests, when received, for Deputies under this Agreement and is under no obligation to provide a certain number of Deputies or to accommodate any specific event(s).
- 4.1.7.** Control of Services. The provision of services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County. In the event of dispute between the City and County as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the City and County.
- 4.2. City Responsibilities.**
- 4.2.1.** The City will provide a request to the Sheriff a minimum 14 day notice prior to each event which will include the number of Deputies needed and the duration of the event.
- 4.2.2.** The City will pay the Sheriff for the services rendered as outlined in Article III.

ARTICLE V
General Terms

5.0. General Terms.

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

5.2. Amendment. This Agreement may be amended by supplemental writing signed by all parties.

5.3. Notice and Service. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the

address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

Sheriff: Byron Roberson
27747 W 159th Street New Century, KS
66031
Byron.Roberson@jocogov.org

with a courtesy copy to:

Johnson County Legal Department
111. S. Cherry St., Suite 3200
Olathe, KS 66061

CITY: City of Edgerton
404 East Nelson Street Edgerton, KS 66021
bpaddock@edgertonks.org

5.4. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

5.5. Liability. Any assigned Deputy acting under this agreement shall be deemed to be acting within the scope of his or her duties for purposes of the Kansas Tort Claims Act. All privileges and immunities from liability and all benefits which normally apply to Deputies while in the performance of their duties shall apply to them when acting pursuant to this Agreement.

5.6. Change in Laws. If any law, rule, or regulation invalidates or is inconsistent with the terms of this Agreement, the parties shall use reasonable efforts to accommodate the terms and intent of this Agreement by amendment. This Agreement may be terminated upon written notice to the other party if, in connection with the performance of this Agreement, any change in law would: (a) cause a party to be in violation of any law, rule, or regulation; (b) have a significant adverse impact on a party; or (c) subject a party to sanctions or penalties under any law, rule, or regulation. As used in this provision, “change in law” means any: (a) amendment to any applicable federal, state, or local law, rule, or regulation; (b) new legislation, rule, or regulation; (c) ruling by a court of competent jurisdiction; or (d) binding administrative determination.

5.7. Entire Agreement. This Agreement expresses the complete understanding of the parties with respect to provision of extra law enforcement services for the City’s The Greenspace. To the extent any provisions of the “Agreement for the Provision of Law Enforcement Services for the City of Edgerton” (“Policing Contract”) between County, Sheriff, and City, dated on or about February 27, 2025, conflict with this Agreement regarding the specific subject matter of this Agreement, the provisions of this Agreement will control. In all other respects, the provisions of the Policing Contract will continue in full force and effect.

5.8. Titles not Controlling. Titles of paragraphs are for reference only and shall not be used to construe the language of this Agreement.

5.9. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect and either party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple counterparts by their duly authorized representatives and made effective the day and year first above written.

CITY OF EDGERTON, KANSAS

**BOARD OF COUNTY
COMMISSIONERS OF JOHNSON
COUNTY, KANSAS**

Donald Roberts, Mayor

Mike Kelly, Chairman

ATTEST:

ATTEST:

Dusti Callahan, City Clerk

Lynda Sader, Deputy County Clerk

APPROVED AS TO FORM:

**SHERIFF OF JOHNSON COUNTY,
KANSAS:**

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

Byron K. Roberson, Sheriff

APPROVED AS TO FORM:

Ethan Brown
Assistant County Counselor

City Council Action Item

Council Meeting Date: December 11, 2025

Department: Public Works

Agenda Item: Consider Adoption of the Water and Sewer Technical Specifications and Standard Detail.

Background/Description of Item:

In October 2023 City Staff presented the 2024-2028 Unfunded CIP Projects which included Technical Specifications as a project recommended for funding. On October 26, 2023, the City Council adopted the 2024-2028 CIP with Technical Specifications included as a funded project for 2024 and 2025. Funding for the project is from the General Fund.

As presented in 2023 this project will prepare technical specifications and standard details for the various infrastructure types. As development continues, having set standards will aid the City and the development community to know clearly the expectations for City-owned infrastructure. Currently, the City has its own water technical specifications as well as quoting outside sources for standards, such as APWA. Having City specific standards will incorporate lessons learned from past development, as well as provide a more accessible set of information to developers. This would consist of streets, stormwater, sanitary sewer, water, street lighting, and any other areas that come up during the project.

On August 22, 2024, an agreement with BG Consultants, Inc. was approved for the Technical Specifications and standard details update. This agreement is being billed on actual hours, with an overall project cost not to exceed \$45,000. Currently, the BG and the City have completed its water and sewer technical specifications and is ready to be posted on the City Website. These technical specifications have been approved by KDHE. On a regular interval, staff will recommend adoption of revisions to the Technical Specifications.

On November 11, 2025, The Water and Sewer Technical Specifications and standard detail was submitted for the city council review. We are now submitting these for City Council approval. The remaining portions of the Technical Specifications will be brought to a future council meeting.

Related Ordinance(s) or Statue(s):

Funding Source: NA

Budget Allocated: NA

Finance Director Approval: NA

Recommendation: Adopt the Water and Sewer Technical Specifications and Standard Detail.

Enclosed: Draft Specifications on file with City Clerk

Prepared by: Todd Veeman – Construction Inspector

DATE: December 11, 2025

TO: Mayor and City Council Members

FROM: Beth Linn, City Administrator
Kara Banks, Assistant to the City Administrator

SUBJECT: HOME Improvements Grant 2025 Year-End Update

Background:

In Spring 2024, the Edgerton City Council approved the Helping Owners Make Exterior (H.O.M.E) Improvements Grant. Council allocated \$25,000 for the initial program year and ended with just \$122 remaining. In 2025, the same budget was approved.

Current Status:

In 2025, the City awarded grants for 9 exterior home improvement projects. This is a decrease of six projects from the year before. Not all of the budget was allocated in 2025. There is approximately \$4,200 remaining.

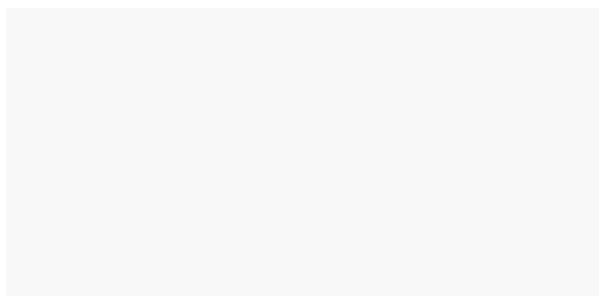
The average grant awarded was \$1,696, an increase of \$391 from the previous year. These projects included whole home painting, a new roof, a new front porch, new windows, landscaping, a new driveway, and more.

There are still 3 open projects. Two are expected to be complete before the end of the year. The remaining homeowner has requested an extension.

Next Year:

During the 2026 Annual Budget process, City Council approved the continuation of this program. Applications will open to the public on January 1. Residents must submit a completed application before work begins to be awarded funding. The application consists of a full bid or quote for work to be done and/or a detailed cost breakdown of the project, "before" photos and a W-9.

Photos of several of the projects will be shown during the Council meeting to highlight the improvements residents have undertaken using this grant.



DATE: December 11, 2025

TO: Mayor and City Council Members

FROM: Beth Linn, City Administrator
Kara Banks, Assistant to the City Administrator

SUBJECT: Senior Property Tax Rebate Program 2025 Year-End Update

Background:

The Senior Property Tax Rebate began in April of 2024. The program was continued for the 2025 fiscal year. Council allocated \$65,000 both years. Applications for 2025 were available to the public between January 20 and September 30.

December 2025 Update:

A total of \$50,394.81 was returned to Edgerton residents aged 65+ during the 2025 application period. In 2025, 75 homeowners applied.

Resident Feedback:

Residents continue to share positive reactions to the program and their desire for it to continue.

Next Year:

As part of the 2026 Annual Budget, City Council approved the program for another year for \$65,000. Applications for the 2026 Senior Property Tax Rebate will be available starting January 19, 2026. Owner-occupants aged 65+ will qualify for up to \$792.11 in 2026. Property taxes will need to be paid in full before any rebates are issued.