

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
NOVEMBER 13, 2025
7:00 P.M.**

Call to Order

1. Roll Call

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

2. Welcome

3. Pledge of Allegiance

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

4. Approve Minutes from October 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
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
Motion: _____ Second: _____ Vote: _____

Regular Agenda

13. **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.
14. **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.

15. Introduction of New Employee

Business Requiring Action

16. CONSIDER 2026 FUNDING RECOMMENDATIONS FOR THE HUMAN SERVICE FUND

Motion: _____ Second: _____ Vote: _____

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

Motion: _____ Second: _____ Vote: _____

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

Motion: _____ Second: _____ Vote: _____

19. CONSIDER A CONTRACT WITH ELEVATEEDGERTON! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2025

Motion: _____ Second: _____ Vote: _____

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

Motion: _____ Second: _____ Vote: _____

21. CONSIDER RESOLUTION 11-13-2025C APPROVE BALLOT LANGUAGE FOR DEDICATED SPECIAL SALES TAX

Motion: _____ Second: _____ Vote: _____

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

Motion: _____ Second: _____ Vote: _____

23. Report by the City Administrator

- Distribution of Draft Technical Specifications

24. Report by the Mayor

25. Future Meeting Reminders:

- November 18: Planning Commission Meeting
- November 27: City Council Meeting - CANCELLED
- December 9: Planning Commission Meeting
- December 11: City Council Meeting
- December 25: City Council Meeting - CANCELLED
- January 8: City Council Meeting
- January 13: Planning Commission Meeting
- January 22: City Council Meeting

26. Adjourn

EVENTS

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

City of Edgerton, Kansas
Minutes of City Council Regular Session
October 23, 2025

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas October 23, 2025. The meeting convened at 7:00 PM with City Council Mayor Roberts presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator, Beth Linn
Assistant to the City Administrator, Kara Banks
Assistant to the City Administrator, Trey Whitaker
City Clerk, Dusti Callahan
Public Works Director, Dan Merkh
City Attorney, Todd Luckman
Finance Director, Karen Kindle
Development Services Director, Zach Moore
Utilities Superintendent, Mike Mabrey
Public Works Foreman, Chase Forrester
Maintenance Technician I, Aidan Zawacki
Maintenance Technician I, Brian Lowe
Parks and Recreation Director, Levi Meyer
Senior Accountant, Justin Vermillion

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 9, 2025, Regular City Council Meeting
5. Approve an Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility.
6. Approve an Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Year 2025.

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7. Approve Resolution No. 10-23-25A Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas.
8. Approve the Acceptance Of Three Permanent Sanitary Sewer Easements Located At On The Go Travel Center, Lots 1A and 1B.
9. Approve a Subrecipient Grant Agreement between Johnson County, Kansas and the City of Edgerton to Accept Funding through a Community Development Block Grant of \$200,000 for the 2025 CDBG – 3rd and Hulett Sanitary Sewer Rehabilitation Project.

Councilmember Lebakken moved to approve, seconded by Councilmember Lewis to approve Items 4 - 9. The motion carried 4-0 by the following vote:

Yes: Lewis, Conus, Lebakken, Malloy

Absent: Longanecker

Regular Agenda

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

11. Public Comments

Mayor asked if anyone had signed up for Public Comment.

Mayor welcomes Mr. Bill LaFalce, an Edgerton Resident, to the stand.

Mr. LaFalce stated good evening, Mr. Mayor, Council and City Staff. He gave thanks for allowing him to be here and letting me sit in the CIP process. Mr. LaFalce gave thanks to Beth Linn, City Administrator, for putting together the list of options and funding to be voted on. He appreciated the fact she took in all the funding sources and gave Council funding options but not one including property tax. He also would like to recognize the City has magnificent staff, everyone is polite and professional and deserve a round of applause. He asks to consider on the agenda the Adoption of the CIP Program for 2026-2030, because some of the items are time sensitive. Such as city sales tax to be on ballot to be voted on, so we don't keep kicking that can down the road. It is important that we move judiciously on this, and act as much as you can tonight and follow through with that. I don't have a lot more to say other than it was a very, very well-detailed. He was surprised by the amount of depth and detail in it considering how small the town is and how great our needs are. Most people in town probably don't recognize this. He stated his thanks for acting on it and taking it into consideration. And again, thank you to Beth for your hard work. We all get beat up and beat each other up on this type of thing, but I have not seen a presentation like that in a long time. He said the presentation was top tier and said thank you again before stepping down.

Business Requiring Action

11.5 Introduction of New Employees

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Mayor requested to add Item 11.5 for the introduction of new employees.

Public Works Director, Dan Merkh, states that we have two new employees. Public Works have filled the vacant positions for maintenance and utilities.

Public Works Foreman, Chase Forrester, introduces new Public Works Maintenance Technician I, Aidan Zawacki.

Aidan Zawacki introduced himself. He has been an Edgerton resident his whole life. His father used to work for Johnson County as a Sheriff. He always took care of the community there and this was something he wanted to put in his own perspective and apply himself to it. Edgerton has been super great; they offered him a lot of opportunities. There is definitely more to come. He gets to do concrete, asphalt, and everything like that. They have done a great job showing him step-by-step. It's been a lot, and he is open for all the opportunities they have for him. Mayor states Public Works is a lot, and it is a great to learn a lot of things for a lot of people. In his opinion, as a guy who worked for Public Works for a long time and with utilities, it is a great learning opportunity that can really better your life in the long run. Welcome aboard. He does know his dad, so don't step out of line.

Utilities Superintendent, Mike Mabrey, introduces new Utilities Maintenance Technician I, Brian Lowe. Brian introduced himself, glad to be here. He is happy to be working for the City of Edgerton. It has been two weeks, and he is loving the environment and the city. He loves learning every day and it has been a great adventure.

Mayor assures it will probably continue to be an adventure. Welcome aboard.

Mr. Merkh states we are very glad to have them, and we are currently fully staffed in the maintenance worker side. One thing to note, this is just in time for winter. While we do have the appropriate numbers of drivers today, just know yes, they will be driving a snowplow, but they also are new, so there is always training and fresh training to happen to be adequate in their jobs for a high level of service.

11.75 Report on Braun Intertec Evaluation of Concrete Scaling of Exterior Pavement at The Greenspace (City Administrator Report)

Mayor asked to move this section of the City Administrator's Report, as it goes hand in hand with Item 12 on the Agenda.

City Administrator, Beth Linn, details that this report is important before addressing Article 12. During the winter of 2024, City Staff noticed areas of concrete pavement where the surface was beginning to scale and flake. In April 2025, City Council awarded a contract with Braun Intertec to evaluate the concrete scaling of the exterior pavement. Braun Intertec provided the report to City Staff. Two core samples were submitted for petrographic analysis. The report findings from that show the top surface of the cores show over drying during the initial curing process, indicating improper curing practices. Then over finishing of the of the concrete surface was also observed, likely due to the concrete surface drying out prior to the completion of finishing. And finally, the concrete cores showed zones that were exhibiting characteristics of concrete that was significantly older. Braun report shows the concrete being susceptible to freezing and thawing. This is not from salt or ice melt applications. Beth gave huge thanks to Combes

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Construction, as a partner for the City that he came to the table when we got the report with not only themselves, but their subcontractor and concrete supplier, so we could gain all the knowledge to know what was happening. Similar concerns are nationwide due to the new type of concrete mix. A new type of concrete was required in 2021. In 2024 this type became the only cement product available for local concrete suppliers. In July of 2025, other cities had concerns related to concrete swelling, so now they recommend changes on how to finish that concrete and cure. These practices came about after ours was finished. Reviewing the analysis leads to this coming Item 12, concrete amendment.

Councilmember Conus commented his thanks for an excellent job all around.

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

Public Works Director, Dan Merkh, stated in July 2023, Council awarded contract with Combes Construction, LLC for construction of The Greenspace. Construction began in August of 2023. During the winter of 2024, City Staff noticed areas of concrete pavement where the surface was beginning to scale and flake. In April 2025, City Council awarded a contract with Braun Intertec to evaluate the concrete scaling of the exterior pavement. Since that time, Combes Construction and the city have discussed how to fix the situation. Based on the results of the concrete analysis done by Braun Intertec, Combes proposes the following: sealing, replacement, re-evaluation, and warranty extension for the contract amendment. The amendment to the contract does not have a monetary charge for the work described above, only a revision for the extended warranty the contractor provides to the City. The contract amendments also include a reduction on the retainage.

Mayor states how he appreciates Combes approach to this situation. He knows this isn't something either side like, but he is more old school in his desires and what he grew up with. He states that you sir, (Combes Representative), have represented that well and stood behind what is right and wrong, and not just a contractor. For a guy that's been in government contracts for a long time, you are a rarity to today's world. I wish the world could go back to this way. This doesn't happen very often but makes him very glad we chose Combes in the beginning. We are not experts in construction, but you, (Combes Representative) are. The partnership they have brought to us is truly above his expectations. We know we have a problem, but we will get that fixed. He did want to give sincere thanks to their approach for this. In my former life, Mayor worked on a multimillion-dollar project that became a finger pointing game between the contractor, engineer, and the governing entity. At the end of the day, because of you as a company, we will have the best product at the end. He sends his sincere gratitude. Combes states they also appreciate working with the whole team. Mayor states this is a project we can all be proud of and we will get this right.

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

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Yes: Lewis, Conus, Lebakken, Malloy

Absent: Longanecker

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

Public Works Director, Dan Merkh, stated in January 2025 Johnson County notified staff of the proposed award of the maximum funding request of \$200,000. In March of 2025, Council approved the contract with George Butler and Associates (GBA) for the design of the project and scope. On September 25, 2025, the City awarded the construction contract to SAK Construction for a total contract amount of \$149,150. The design process for GBA didn't include the existing CCTV work to inspect the pipes. This design process and subsequent Change Order is intended to save us from doing the CCTV work twice. The work identified in the CCTV inspections results in a change order that would increase the construction contract by \$76,860, bringing the total contract amount to \$226,010. This amount is within the project budget.

Councilmember Lewis asked if GBA didn't do the correct engineering.

Mr. Merkh stated that was not the case. Typically, the engineer does the CCTV when hired. This process is slower and has caused schedule problems with the funding. We went to a model about three years ago, where we hired the engineer based on the information we have as a city and do an estimate. Once the contractor does the CCTV work, they will then get in there and confirm final quantities. It was intentional to get the bid fast.

Mayor states that this way we only pay once for a CCTV instead of twice.

Mr. Merkh states this was an intentional piece of the design.

Mr. Lewis states he does understand and would rather pay for something once.

Mayor states from contractor standpoint, if they just believe what the engineer said, then they have a liability.

Mr. Merkh states this way it puts all three, the contractor, engineer and City at the table to make the assessment of what needs to be done.

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

Yes: Lewis, Conus, Lebakken, Malloy

Absent: Longanecker

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

City Administrator, Beth Linn, states that two weeks ago, the City held the CIP work session. The 2026 work session started with a review of Capital Improvement Program 101 to set the foundation based on the City's CIP Policy. If the City Council adopts the CIP presented list of items 1-26 tonight, it will establish the scope, budget, funding source and estimated time frame for the projects as listed on the Funded Projects Schedule. As the projects move through the

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stages of the project life cycle, staff will bring contracts, funding/cost changes, etc., to Council for approval.

Councilmember Lebakken moved to approve, seconded by Councilmember Malloy. The motion carried 4-0 by the following vote for approval of CIP items 1-26:

Yes: Lewis, Conus, Lebakken, Malloy

Absent: Longanecker

15. Consider the Purchase of a Trailer Mounted Generator

Public Works Foreman, Chase Forrester, noted on September 11, 2025, City Staff recommended 2026 Budget to City Council for approval. As part of this presentation staff made recommendations to fund the Vehicle & Equipment Program 2026-2030. Outlined in the recommendation was the purchase of a Trailer Mounted Generator. The approved budget for the item is \$40,000. The sizing was determined by reviewing the equipment's potential use cases. The specifications from existing infrastructure, existing buildings, and reviewing prior rentals all were used to determine the right size of the machine. City Staff used a cooperative purchasing partnerships and the competitive bidding approach. Staff solicited three bids from vendors, both local and online. The quote from LK Power is both sized within existing needs, while allowing growth for the future. The BDPU50 comes with camlocks included in the purchase price, which are essential for connecting to our booster pump stations, City Hall, and other areas of need. To add camlock cables to the other quoted generators increased the cost by \$1,500. Staff does recommend approving the quoted generator from LK Power for an amount not to exceed \$40,000.00, which is within the approved budget.

Councilmember Lewis asked what this will be used for.

Mr. Merk responded as for one, this building doesn't have back up power. It can serve in case of storms and outages with some work. We will work on getting all facilities with that camlock ability. Our existing booster water tower pumps for the water towers do not have generators to run those in emergency situations.

Councilmember Conus asked if there was not a requirement for that.

Mayor responded that the only requirement is for storage.

Mr. Merkh also states we have a wastewater lift station without back up generation that this generator can run too. It will help with the future

Mayor reflects that years ago there was an ice storm, causing some people to be without power for up to two weeks. The City had borrowed from the quarry operator. That generator had to be directly wired to City Hall. We had an issue when power went out, and staff had to be shuffled to The Greenspace. Just to manage an issue like that was hard because everything is so tied into electronics anymore. Having the ability for City Hall to potentially become the City's operation center in any type of disaster is huge. Adding to that, the pump stations and the lift stations, we would have to prioritize how that would work. But this is a huge step forward from where we were.

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Mr. Lewis questioned whether it would be more beneficial for City Hall to have an actual hard-wired in generator.

City Administrator, Beth Linn, stated this seemed like the right first phase, being this mobile unit because, generally speaking, we have not had many circumstances where most stations and City Hall are all out. This gives a way to meet any of the needs that are literally more mobile. Long term, when we look at City Hall, that is absolutely a project to have on the radar. But this is a great deal as a first phase or step.

Mayor followed up with this as a power source even for events. That is not a primary purpose but can be used if needed.

Councilmember Malloy stated he was shocked there isn't one (a generator) at the old lift station.

Mayor assured him that it is because it is the original lift station, and all others do have this capability.

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

Yes: Lewis, Conus, Lebakken, Malloy

Absent: Longanecker

16. Report by the City Administrator

- Report on Braun Intertec Evaluation of Concrete Scaling of Exterior Pavement at The Greenspace (Referenced as **11.75** after the consent agenda)
- Report on Special Sales Tax

City Administrator, Beth Linn, along with Assistant City Administrator, Trey Whitaker, presented the report for special sales tax. Mr. Whitaker explained that dedicated sales tax refers to local sales tax levied in addition to the State of Kansas general sales tax structure. There are specific rules and regulations. There are two possible election methods, in-person or mail-in ballots. The City is required to plan for conduct of election to Secretary of State via county election officer. In 2025 the State of Kansas changed this process, it used to be that the City could determine when they did a special election. Special mail ballots are only on the first Tuesday of the first Monday in March. The other option for the special election is in person at a polling location either on the primary, first Tuesday in August, or general election on the first Tuesday of the first Monday in November. These are the special election calendar possibilities.

City Administrator, Beth Linn, stated it is important to remember that approximately one year from the special election process would be the first distribution. Something to think about is which timing option is the best fit for us to continue with.

Mr. Whitaker went over the possible revenue at 1%, which is approximately \$700,000 annually, or a total of \$7 million over 10 years. The next step is how the Council would like to proceed.

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Ms. Linn provided handouts comparing other cities and their rates to Edgerton. Time is very much of the essence if they would like to do the mail-in ballot to make sure we are on time. We are hoping for a decision on what to move forward with and, and if so, where those areas of focus will be. Previously, Council had discussed specifically for streets and stormwater.

Councilmember Conus asked what the costs are to put this on a mail-in ballot.

Ms. Linn said there are costs associated with the mail-in ballots.

Mr. Whitaker says costs are based on the voting populous. He has been told those numbers are between \$250 - \$350 per ballot.

Ms. Linn states that the total is in the neighborhood of about \$5,000. Then the question is for if it is on the primary or general, or if mail-in is what you want to do. If so, the mail-in timing is super critical. If you'd rather do the primary, then we would have more time.

Councilmember Malloy asked if November of 2025 is realistic to get this done.

Ms. Linn stated yes, it is realistic.

Mayor stated that Lenexa and Gardner have done it for this year.

Trey also chimed that Basehor is doing it now, too.

City Attorney, Todd Luckman, says he has done it himself; it should be no problem.

Councilmember Conus asked if there is a difference between the turnout for mail-in verses in-person.

Mr. Whitaker said there is a significant difference.

Ms. Linn stated that typically mail-ins have had more success.

Mayor responded typically dedicated sales tax is mail-in. The people that do mail-ins probably look into it and are voting for the way they feel fit.

Ms. Linn stated it is showing that election day is March 3, 2026. Reminder of the sunset clause after 10 years for the dedicated sales tax.

Mayor stated that for 10 years, he is comfortable saying certainly stormwater and roads for the sales tax. Basically, we have a targeted project, it could be other things, but that looks like its cost is more than we can potentially bring in anyhow. This simplifies the spending of that money in our 10-year future.

Mr. Lewis stated that the public information campaign is easier focused on two items, versus the general.

Mayor felt the sooner the better, in his opinion.

Ms. Linn asks if she is hearing the stormwater and streets as the focus areas for this dedicated sales tax.

Council consensus to run a special dedicated tax ballot for stormwater and streets in the Spring of 2026 at 1%.

- Third Quarter Financial Report

Finance Director, Karen Kindle, went into a detailed report for the financials of the third quarter. She began with the General Funds, then Water Funds, and finally covering Sewer Funds.

Councilmember Lewis asked about possibly investing more.

Ms. Kindle explained there are investment state law limits on types, we can only do CD's with our local bank. Our local bank does not want to deal in CD's. Because of this, we give them a bid. When they say no, we can go by agencies and treasuries. We are also limited on how far

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out we can go, a maximum of 2 years. We do keep a certain level in our account for emergencies and make sure there is cash flow in case we do not receive a revenue distribution, and everything else gets invested.

City Administrator, Beth Linn, stated that several years back we actually started a program with Columbia Capital, where they help us in the investment process and really monitor, like here is what we think we will need for cash going forward. The Greenspace or 2nd Street, for example, these are large balance projects, so we do a cash projection to figure out when we are going to need cash to pay these projects to invest everything we can safely. They handle all bidding and are very familiar with the market to maximize what we can.

- Third Quarter Utilities Report

Utilities Superintendent, Mike Mabrey, detailed the third quarter utilities report. For the sewer, there were 17 million gallons treated. There were no leaks or overflows. There were 108,500 gallons of liquid sludge removed during the quarter. Inspections and maintenance were done accordingly to all systems and drives. The sewer jetting program completed approximately 0.7 – 1 linear mile jetted. Big Bull Creek Wastewater Treatment Plant Inspection/Collection System inspection is due in 2026.

There were 12,888,560 gallons purchased. No breaks or failed tests were reported for the quarter. Approximately 206,590 gallons of water were flushed due to chlorine residuals. There were 346 locations including water and sewer lines, and 20 of those were emergency locates. Service orders included 49 turn-offs for non-payment, 71 move-ins, 49 move-outs, and 28 continuous flow reports. Maintenance highlights involved 22 new installations, 44-meter maintenance, 1 fire hydrant replaced, and 8-meter changeouts. The next EPA Lead & Copper Rule test is in 2026. The KDHE Sanitary Inspection is due in 2026.

During the county line water tank interior inspection. There was a contractor malfunction, causing low flow and pressure loss causing a boil advisory. USG plans to go over some training issues to minimize this from happening anywhere else, or anywhere again. Staff worked with KDHE and everything turned out fine. This was a good learning experience.

- Third Quarter Community Development Report

Development Services Director, Zach Moore, detailed the Community Development Report. There were 48 residential permits issued, and 1 non-residential. Those building permits are broken down into 28 New Construction Permits, 2 Decks, 8 Re-Roof and 8 Others. There was a total of 209 inspections completed: 194 residential, 15 non-residential. \$6,703,709 is the total permit valuation. Based on certificates of occupancy and ownership data, the current population estimate is 1,812. Maverik is nearing completion of construction of their new convenience store and gas station at the southwest corner of 199th Street and Homestead Lane. They plan to open in the fourth quarter of 2025. On the Animal Control reports, 31 loose animals, 4 barking complaints, 3 deceased removed, 1 dog bite case, 6 unregistered pet violations, and 3 chicken permits and inspections. For Code Enforcement, there were 60 new violation level cases, 67% officer driven and 26% resident driven including 6 boat/RV, 11 inoperable vehicles, 11 trash/exterior conditions/storage, 4 public safety, 27 tall grass/weeds and 1 zoning.

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Public Works Director, Dan Merkh, gave updates on 2nd Street and the Edgewood Project. Kansas Heavy would be paving the east lane from the culvert south of Reagan to Edgewood. November 4th, pending weather, is scheduled for the other side so all down to Edgewood. At that time there will be public notifications and message boards to update the traffic pattern. The contractor is hoping to get that done by Thanksgiving-Christmas time frame, pending weather. Buttoning up to reopen in Spring due to the weather. We have to be flexible to get what we can to maximize, considering the weather we will have. Mayor asked when the shutdown period would be for the project. Mr. Merkh stated this is yet to be determined.

17. Report by the Mayor

Mayor stated a reminder to donate to local families, at the Mayor's Christmas Tree Trivia Night on November 14, 2025, at 6:30pm. This is for you trivia nuts. The program partners with the elementary for the last few years to help the community out. It is a big deal. If you don't want to participate but want to sponsor table, it is \$100 for 6 people. You are responsible for your own food and drinks. It is a fun event, maybe Hershey wants to bring a team or 3 out. It goes towards a good cause and back into the community. And this year it will be at The Greenspace. He wants more community members to meet and hang out together for a great experience. If you know a business you to sponsor a table, now is the time to register. Councilmember Lebakken volunteered to be on a team.

Mayor reminded the Council of the future meetings for the Council and Planning Commission, as well as the cancelled City Council meetings for November 27 and December 25.

- November 12: Planning Commission Meeting
- November 13: City Council Meeting
- November 27: City Council Meeting - CANCELLED
- December 9: Planning Commission Meeting
- December 11: City Council Meeting
- December 25: City Council Meeting - CANCELLED
- January 8: City Council Meeting
- January 13: Planning Commission Meeting
- January 22: City Council Meeting
- October 28: Toddler Gym Jam
- October 28: Haunt the Halls
- October 31: Trunk or Treat
- November 4: Culinary Kids – Pumpkin Snickerdoodles
- November 7: Charcuterie Board Class
- November 8: Food Drive Dodgeball
- November 14: Mayor's Christmas Tree Charity Trivia

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18. Adjourn

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

Yes: Lewis, Conus, Lebakken, Malloy

Absent: Longanecker

The meeting was adjourned at 8:45 pm.

Submitted by Dusti Callahan, City Clerk.

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.

City Council Action Item

Council Meeting Date: November 13, 2025

Department: Administration

Agenda Item: Consider a New Cereal Malt Beverage License for Maverik Inc. DBA Maverik Inc. #760

Background/Description of Item:

Maverik Inc., d.b.a. Maverik Inc. #760, is scheduled to open in mid-November 2025 at 19975 Jubilee Street, on the southwest the corner of West 199th Street and Homestead Lane. The convenience store has requested to sell cereal malt beverages in original and unopened containers, and not for consumption on the premises. This license would be valid under that ownership until the end of December 2026.

The new business has met the necessary requirements for the issuance of a cereal malt beverage license with the State of Kansas and is recommended for approval by staff. The applicant has passed the required background check and license fees for retail sales have been paid in accordance with the Edgerton Municipal Code.

License	Name	Address
#514	Maverik Inc. #760	19975 Jubilee St., Edgerton, KS

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Issuance of a Cereal Malt Beverage License to Maverik Inc. at 19975 Jubilee Street effective November 1, 2025, to December 31, 2026.

Prepared by: Dusti Callahan, City Clerk

City Council Action Item

Council Meeting Date: November 13, 2025

Department: Administration

Agenda Item: Consider Letter of Understanding with Johnson County Human Services for 2026 Utility Assistance

Background/Description of Item:

Each year the City includes an amount in the budget for the Utility Assistance Program administered by Johnson County Human Services (JCHS). Funds sent to JCHS are put into an account for Edgerton residents who meet the utility assistance program eligibility criteria. Only Edgerton residents receive assistance from the funds the City sends to JCHS. As of September 30, 2025, there is roughly \$1,630.79 of Edgerton funds remaining.

The City contributes the budgeted funds when the County requests them based on actual usage. If the funds are not used in their entirety for the program year, the funds will automatically be rolled over to the next program year, or upon request, returned to the City. Staff will continue to work with the utility assistance program to verify the dollars in the Edgerton fund balance and the need for Edgerton contributions as we work through budget processes each year.

The 2026 Adopted Budget includes a maximum contribution of \$4,000 with use of \$200 per household for utility assistance.

City contributions for the last seven years are listed below.

Johnson County Utility Assistance			
Year	Budgeted Contribution	Actual Contribution	Utilized Funds
2019	\$ 3,000.00	\$ 1,500.00	\$ 1,060.00
2020	\$ 2,000.00	\$ 2,000.00	\$ 744.00
2021	\$ 2,000.00	\$ -	\$ 534.00
2022	\$ 2,000.00	\$ -	\$ 527.00
2023	\$ 1,500.00	\$ -	\$ 556.93
2024	\$ 2,000.00	\$ 2,000.00	\$ 706.71
2025	\$ 1,500.00	\$ 1,500.00	\$ 2,177.31

A list of the utility assistance program eligibility criteria is attached.

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

Funding Source: General Fund – Administration – Community Assistance Programs

Budget Allocated: \$4,000

x *Karen P. Kindle*

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the 2026 Letter of Understanding with Johnson County Human Services for Utility Assistance and a Maximum Contribution of \$4,000 with Use of \$200 per Household.

Enclosed: Letter of Understanding with Johnson County Human Services
Utility Assistance Master Guidelines & Procedures

Prepared by: Dusti Callahan, City Clerk

November 6, 2025

To: City of Edgerton

From: Colyn Jones
Johnson County Aging & Human Services

Re: 2026 Letter of Understanding
Johnson County Utility Assistance Program

Dear Dusti Callahan,

On behalf of Johnson County Aging & Human Services (AHS), I would like to extend our sincere appreciation for your municipality's generous and continued support of the Utility Assistance Program. My name is Colyn Jones, and I am the new Human Services Manager. I will be your primary point of contact moving forward.

Over the past three years, the need for utility assistance has increased significantly in our community. As most federal COVID-era funding was depleted by 2025, our program returned to pre-pandemic household assistance levels. Anticipating that demand would continue to grow, AHS worked closely with Johnson County Government to increase county investment in the program. As a result, the county allotment was raised to \$300 per qualifying household.

Additionally, in 2025 we increased the municipal contribution per household from \$150 to \$200, allowing up to \$500 in total assistance per household through a combination of county and municipal funds.

This year, our team analyzed usage trends in each municipality and developed projections for 2026. The table below summarizes your municipality's funding and utilization over the past three years:

YEAR	AMOUNT PLEDGED	AMOUNT SPENT	UNDUPLICATED HOUSEHOLDS SERVED
2023	\$0.00	\$517.29	5
2024	\$2,000.00	\$706.71	5
2025	\$1,500.00	\$2,177.31	13

Based on historical usage by your residents, we estimate that \$2500 in municipal funding will be needed to adequately support households in 2026.

Your partnership is vital. Your ongoing support ensures that residents facing financial hardship—especially during periods of rising utility costs—receive timely and meaningful assistance. Together, we can continue to strengthen this program and provide stability for those who need it most.

Enclosed is the 2026 Letter of Understanding, signed by Tim Wholf, Director of Aging & Human Services. Please indicate your municipality's 2026 contribution on the first page, sign the document, and return one copy to:

Johnson County Aging & Human Services
Attn: Betty Boone
11811 S. Sunset Drive, Suite 1300

Aging & Human Services

Olathe, Kansas 66061

Alternatively, you may upload the signed Letter of Understanding to your municipality's designated folder.

Thank you once again for your partnership and commitment to the well-being of Johnson County residents. We appreciate your ongoing support and look forward to continuing our work together to strengthen the Utility Assistance Program.

Warm regards,

Colyn Jones

[Colyn Jones \(Nov 7, 2025 14:17:38 CST\)](#)

Colyn Jones, LSCSW
Human Services Manager
Aging & Human Services

Letter of Understanding
JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM
2026 Program Year

This Letter of Understanding is entered into by and between Johnson County Aging & Human Services (“Aging & Human Services”) and the **City of Edgerton** (“City”) for administration of the **Utility Assistance Program**.

The parties do mutually agree as follows:

ELIGIBILITY

Aging & Human Services will determine eligibility using the following factors:

1. Verify that the applicant is a resident of the City and that the name of the applicant, spouse, or another adult age 18 or older living in the household is on the utility bill.
2. Verify that the applicant’s household for the past 30 days has a gross income at or below 200% of the Poverty Guidelines as published in the Federal Register. Exceptions will be considered on a case-by-case basis if extraordinary circumstances warrant it. (For income sources and allowable documentation, refer to attached “Utility Assistance – Master Guidelines & Procedures.”)
3. Verify that the utility account is past due, has a disconnect notice, or is already disconnected from service.

BENEFITS & SERVICES PROVIDED

In providing utility assistance benefits to eligible City applicants, Aging & Human Services will:

1. Determine the amount of payment to be made to the utility, based on the amount of arrearage or the maximum benefit, whichever is lower.
2. Supplement City funds with matching County funds on a per household, per calendar year basis.
3. Process payments to the utility vendors through the County’s voucher system.
4. Provide quarterly reports to the City on the funds expended and balance.

CONSIDERATION

In consideration of the above provisions, the City will contribute \$_____ for the services listed in this Letter of Understanding for calendar year of 2026. The City will make a one-time contribution on or about January 1 of the program year. At the end of the program year, any City contributed unobligated funds will automatically be rolled over to the next program year or, upon request, returned to the City.

SPECIAL PROVISIONS

1. Any exceptions to the above procedures will be discussed and mutually agreed upon by a designated representative of the City and Aging & Human Services.

2. The benefit amount to City residents will be reduced when either City or County funds have been exhausted.
3. This letter of understanding may be terminated by either party upon thirty days written notice.

Executed in duplicate and on the date listed below:

City of Edgerton

Johnson County Aging & Human Services

Signature

Timothy Wholf, Director

Name & Title

Date _____

Date _____

Purpose: The purpose of the Johnson County Utility Assistance Program is to assist low-income Johnson County households in paying their utility bills.

Rationale: Utility assistance funding for low-income households is a critical measure aimed at addressing both immediate and long-term economic and social challenges. Losing access to electricity, gas, or water can lead to dire consequences, including health risks, loss of housing, and diminished quality of life. Emergency utility assistance should be available to help low-income households pay a portion of their utility bills when they have experienced a change in income, family disruption, or an excessively high utility bill.

ELIGIBILITY

Income

Eligibility	Total household gross monthly income for the last 30 days is not to exceed 200% of the Federal Poverty Guidelines.
Income	Income must include all sources from all household members aged 18 and older for the past 30 days. Income for those who are 18 years old and in high school do not need to provide proof of income nor is the income counted for the household.
Income sources	“Income” includes Social Security benefits, TANF, unemployment, child support, salary, and wages (gross), retirement income, pension, gifts, and tax refunds.
Documentation needed to verify household income	Appropriate documentation includes copies of paycheck stubs dated within last 30 days, current year eligibility letters, payment center records, letters from employers on business letterhead verifying income, bank statements dated within last 30 days, ledgers, and tax forms (regarding tax refund). Whenever possible, the intake worker will obtain third-party verification of income for all adult household members and include the verification in the client file.
Missing Income Documentation	A “Self-Declaration of Income” statement will be completed and signed by the client when the client has no income, no proof of income or no proof of child support.
No exceptions	No exceptions are made to the income guidelines. If an extraordinary circumstance exists, the intake worker will try to find alternative sources of financial assistance.

Utility Account

Account status	The utility account must be past due, have a disconnect notice, or be disconnected from service. Assistance may be provided for payment arrangements/average payment plans up to 14 days prior of the due date to prevent the disruption of the payment arrangement. The utility bill must be paid down to last remaining amount which equals funding available.
Utility account fees	Assistance may cover incurred utility account late fees. Assistance does not cover reconnection/disconnection fees, returned check fees, or utility deposits.
Account billing information	The utility account must be in the name of an adult resident of the household (age 18 or older). The utility billing name must match the name of the person applying for the assistance. If another adult in the household attends the appointment on behalf of the person on the bill, then verification from the utility company is needed for a secondary name on the account. A utility account in the name of a minor or in the name other than the adults residing in the household are not eligible for assistance. The utility bill must be for a zoned residence. No business locations (regardless of the living arrangement) are eligible for utility assistance.
Account transfer	Outstanding utility bills transferred from another residence are not eligible for assistance.
Self-payment	One full payment must be made on a utility account, once service has been established, before utility assistance can be applied.

	LIEAP (Low Income Energy Assistance Program) payments can qualify as a self-payment. This exception should be noted in a case note.
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Residency

Each household considered for eligibility must be located within the boundaries of Johnson County, Kansas.

* City of Spring Hill residents in Miami County are only eligible for available City of Spring Hill UA funds.

Frequency

Households may be eligible to receive Johnson County utility assistance funds more than once annually as household funding is available. Back-to-back months of assistance will not be provided for the same utility account.

APPLICANT RESPONSIBILITIES & DOCUMENTATION REQUIRED

Proof of income	Applicants must provide proof of all household income for all household members aged 18 or older or complete a "Self-Declaration of Income" form.
Valid Picture ID & Social Security number	Applicants (adults 18+) must provide a picture ID and proof of a valid Social Security number. Identity documentation for minors may include the following: health insurance information, school records, passport. A tax return may be used to provide proof of social security numbers. Applicants who are unable to provide a social security number may provide a secondary form of identification, such as a permanent resident card, passport, ID card from their country, student ID card, visa, etc.
Most recent utility bill or disconnect notice	Applicants must provide their most recent utility bill or a notice of disconnection. These documents will confirm residency, ownership of account, and past-due amount. Account information retrieval from the utility website is acceptable.
Payment of difference in amount due before assistance	The Johnson County Utility Assistance Program pays the final portion of the past-due bill. Therefore, if the Utility Assistance Program benefit amount does not cover the entire past-due amount, the applicant is responsible for paying the difference before receiving assistance.
Correct information submitted	If incorrect information is intentionally used to apply for utility assistance, the household will not be eligible for assistance. By signing the intake forms, clients are indicating that they have reported accurate information.

FUNDING

Funding for the Johnson County Utility Assistance Program comes from county, city, utility companies and other social service entities.

[A] **The cities** enter a contractual arrangement with the county to provide utility assistance to their residents. Each city sends the program an agreed-upon amount each year (spelled out in a letter of understanding), and the program uses that money to assist residents of the designated city. Funds are *never* taken from one city to help residents of another city.

[B] **The county** allocates funds to the program. This money is used in conjunction with city funds, utility company funds and other social service entity funds.

[C] **Johnson County utility companies and social service entities including but not limited to: Atmos, Resurrection A United Methodist Church, Evergy, Johnson County Wastewater, Water District #7 and Water One** allocate funds to the program for payment of their customer’s utility bills. This money is not tied to the use of city or county funds or terms of payment.

NOTE ON FUNDING AVAILABILITY

It is possible that funds will be depleted in a given calendar year.

- If city funds are depleted, Aging and Human Services may request supplemental funding from the city.
- If county funds are depleted, Aging and Human Services may request supplemental funding from the county.
- If Utility Company funds are depleted, Aging and Human Services may request supplemental funding from the appropriate agency.
- In any case, if supplemental funding is not available, the benefit amount will be reduced or will be unavailable.

APPLICATION PROCESS SUMMARY

1. The potential client contacts the Utility Assistance phone line (913-715-6653) for assistance. The client is screened for eligibility.
2. For eligible clients, an appointment is made at the appropriate Multi-Service Center to complete intake paperwork.
3. All paperwork is completed, and documentation is collected at the appointment.
4. Once eligibility is confirmed, paperwork is completed and documentation is collected, a pledge may be made to the utility company.
5. All documentation is processed for payment.

*(From initial intake appointment to payment to the utility company may take up to four weeks.)

City Council Action Item

Council Meeting Date: November 13, 2025

Department: Administration

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

Background/Description of Item:

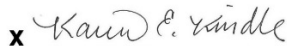
Historically, the City of Edgerton has shown appreciation to long-term employees for their years of service with a longevity bonus at year-end. The bonus amount has been awarded based on \$1.50 per month of employment with the City. Part-time employees and employees who have not worked for the City for at least thirty-three months would receive the minimum bonus amount of \$50. Using this methodology, 2025 bonuses would total \$3,847.00, with a range of \$50 to \$642.00. The City of Edgerton Personnel Rules and Regulations state "Annual longevity pay may be given at the discretion of the Governing Body."

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

Funding Source: General Fund, Water Fund, Sewer Fund and Capital Projects Fund

Budget Allocated 2025:

General Fund: \$ 2,798
Water Fund: \$ 467
Sewer Fund: \$ 467
Capital Project Fund: \$ 117

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the Year-End Longevity Bonus for Employees in an Amount not to Exceed \$3,847.

Prepared by: Justin Vermillion, Sr. Accountant



City Council Action Item

Council Meeting Date: November 13, 2025

Department: Administration

Agenda Item: Consider Ordinance No. 2187 Providing for the Range of Salaries and Compensation of Various City Officers and Employees

Background/Description of Item:

In December 2024, Edgerton City Council confirmed the policy to annually adjust the range of salaries for employees. At that time, Staff recommend the use of the Employment Cost Index (ECI) issued by the Bureau of Labor Statistics. The Employment Cost Index, or ECI, measures changes in the cost of employees to employers over time. However, the ECI is not published on the same calendar or with the same frequency as the previously used CPI-U (used during budget processes). Based on that, Staff recommend using CPI-U as used during the 2026 annual budget process while staff does further research on ECI.

There were no changes to the rates for City Attorney, Prosecutor, Municipal Judge and Court Appointed Attorney.

If approved, Ordinance No. 2187 will go into effect January 1, 2026, and repeal the previous salary ordinance.

Related Ordinance(s) or Statue(s): Ordinance No. 2175

Funding Source: General Fund, Water Fund, Sewer Fund, Capital Projects Fund

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

x *Karen E. Kindle*

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Ordinance No. 2187 Providing for the Range of Salaries and Compensation of Various City Officers and Employees.

Enclosed: Ordinance No. 2187 Redlined
Ordinance No. 2187 Clean

Prepared by:

Karen Kindle, Finance Director
Kara Banks, Assistant to the City Administrator

ORDINANCE NO. ~~2187XXXX~~

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

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

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

Range	Job Title	Minimum	Maximum
A	School Crossing Guard	\$ 37,440 <u>38,526</u>	\$ 56,160 <u>57,789</u>
B	Customer Service Representative I	\$ 40,435 <u>41,608</u>	\$ 60,653 <u>62,412</u>
C	Customer Service Representative II Maintenance Technician I – PW/PK/F	\$ 43,670 <u>44,936</u>	\$ 65,505 <u>67,405</u>
D	Assistant City Clerk Maintenance Technician I – UT	\$ 47,164 <u>48,532</u>	\$ 70,745 <u>72,797</u>
E	Code Enforcement Officer/Animal Control Ofc Maintenance Technician II – PW/PK/F	\$ 49,522 <u>50,958</u>	\$ 74,283 <u>76,437</u>
F	Accounting Technician Maintenance Technician II – UT	\$ 51,998 <u>53,506</u>	\$ 77,997 <u>80,259</u>
G	Infrastructure Inspector Maintenance Technician III – PW/PK/F	\$ 54,598 <u>56,181</u>	\$ 81,897 <u>84,272</u>
H	Maintenance Technician III – UT Planning and Zoning Coordinator	\$ 57,328 <u>58,991</u>	\$ 85,992 <u>88,486</u>
I	Accountant Building Inspector City Clerk Foreman	\$ 60,194 <u>61,940</u>	\$ 90,291 <u>92,909</u>
J	Marketing/Communications Manager	\$ 63,204 <u>65,037</u>	\$ 94,806 <u>97,555</u>
K	(for future use)		
L	CIP Project Manager Senior Accountant	\$ 72,337 <u>74,435</u>	\$ 108,505 <u>111,652</u>
M	Public Works Superintendent Recreation Superintendent Utility Superintendent	\$ 78,847 <u>81,134</u>	\$ 118,271 <u>121,701</u>
N	Assistant to the City Administrator	\$ 85,943 <u>88,435</u>	\$ 128,915 <u>132,654</u>
O	(for future use)		
P	(for future use)		
Q	(for future use)		
R	Development Services Director Finance Director	\$ 121,316 <u>124,834</u>	\$ 181,947 <u>187,223</u>

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

Position	Compensation
City Attorney	\$200 per hour. Duties include: attendance at City Council meetings, preparation of ordinary ordinances, advise, conference and phone calls.
Municipal Judge	\$500 per docket attended
Prosecuting Attorney	\$200 per hour
Court Appointed Attorney	\$150 per hour for in-court time and out-of-court preparation time

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

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

SECTION FIVE: This Ordinance shall take effect ~~and be in full force immediately after its adoption by the Governing Body on January 1, 2026.~~

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE ~~12~~¹¹~~th~~th DAY OF DECEMBER, 202~~5~~⁴.

DONALD ROBERTS, Mayor

ATTEST:

~~ALEXANDRIA CLOWER~~^{DUSTI CALLAHAN}, City Clerk

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

ORDINANCE NO. 2187

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

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

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

Range	Job Title	Minimum	Maximum
A	School Crossing Guard	\$38,526	\$57,789
B	Customer Service Representative I	\$41,608	\$62,412
C	Customer Service Representative II Maintenance Technician I – PW/PK/F	\$44,936	\$67,405
D	Assistant City Clerk Maintenance Technician I – UT	\$48,532	\$72,797
E	Code Enforcement Officer/Animal Control Ofc Maintenance Technician II – PW/PK/F	\$50,958	\$76,437
F	Accounting Technician Maintenance Technician II – UT	\$53,506	\$80,259
G	Infrastructure Inspector Maintenance Technician III – PW/PK/F	\$56,181	\$84,272
H	Maintenance Technician III – UT Planning and Zoning Coordinator	\$58,991	\$88,486
I	Accountant Building Inspector City Clerk Foreman	\$61,940	\$92,909
J	Marketing/Communications Manager	\$65,037	\$97,555
K	(for future use)		
L	CIP Project Manager Senior Accountant	\$74,435	\$111,652
M	Public Works Superintendent Recreation Superintendent Utility Superintendent	\$81,134	\$121,701
N	Assistant to the City Administrator	\$88,435	\$132,654
O	(for future use)		
P	(for future use)		
Q	(for future use)		
R	Development Services Director Finance Director Parks and Recreation Director	\$124,834	\$187,223

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

Position	Compensation
City Attorney	\$200 per hour. Duties include: attendance at City Council meetings, preparation of ordinary ordinances, advise, conference and phone calls.
Municipal Judge	\$500 per docket attended
Prosecuting Attorney	\$200 per hour
Court Appointed Attorney	\$150 per hour for in-court time and out-of-court preparation time

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

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

SECTION FIVE: This Ordinance shall take effect on January 1, 2026.

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

DONALD ROBERTS, Mayor

ATTEST:

DUSTI CALLAHAN, City Clerk

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: November 13, 2025

Department: Administration

Agenda Item: Consider 2026 Funding Recommendations for the Human Service Fund

Background/Description of Item:

During the annual budget process for 2026, Edgerton City Council approved an allocation of \$5,000 to United Community Services for the Human Service Fund. The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for determining allocations from this fund. Enclosed is the 2026 Human Service Fund Recommendations Report for review. As a participating jurisdiction, Edgerton City Council has been asked to review and approve the funding recommendations no later than December 31, 2025.

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

In 2024, programs receiving Human Service Fund grants provided service to more than 65,000 Johnson County residents in need. These programs benefit more than just the individual and their family; they benefit the entire community, including local government. Without a strong human service infrastructure to address issues such as unemployment, lack of childcare, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, communities will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

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

Funding Source: General Fund – General Government

Budget Allocated: \$5,000

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve 2026 Funding Recommendations for the Human Service Fund

Enclosed: 2026 Human Service Fund Recommendations Report

Prepared by: Dusti Callahan, City Clerk



United Community Services of Johnson County

2026 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Board Members

Erik Erazo, President
Dr. Putul Allen, MD
Hon. Jenifer J. Ashford
Rev. Cheryl Jefferson Bell
Molly Haase
Robin Rollins Harrold
Patty Markley
Dr. L. Michael McCloud, PhD
Rogeana Patterson-King
Nolan Sunderman
David E. Waters
Vicki Webster
Vanessa Vaughn West
Dave White
Michael Wilson
Non-voting:
Jeff Short
Julie Karins

Council of Advisors

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

Executive Director

Kristy Baughman

Human service programs are vital to the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and county government leaders for recognizing the important role of local government in supporting human service programs. Together, Johnson County Government and 14 cities have budgeted \$501,398 for the **Human Service Fund (HSF)** in 2026.

HSF received twenty applications requesting a total of \$614,672 in funding. For 2026, nineteen applicants are recommended for funding. Two applicants are awarded through the Small Grants Program, which provides grants of less than \$5,000 for new, growing, and/or grassroots organizations working to build their footprint and grant capacity.

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

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

Thanks to your support in 2024, programs receiving HSF grants provided over 200,000 units of service to more than 65,000 Johnson County residents. These “units of service” included medical and dental appointments, mental health supports, nights of safe housing, counseling and case management, emergency rental and utility assistance, food pantries, employment training and more. These programs benefit more than just the individual and their family; the entire community, including local government, benefits.

By investing in strong human service supports—such as childcare, transportation, housing, healthcare, and family services—our community can foster safer neighborhoods, healthier families, and greater economic stability. A well-supported infrastructure not only strengthens quality of life for all residents but also fuels long-term growth by reducing costs, increasing tax revenue, and creating the foundation for a thriving, connected community.

Jurisdictions are asked to accept the funding recommendations by December 31, 2025.

2026 Human Service Fund Applicant History and Recommendations

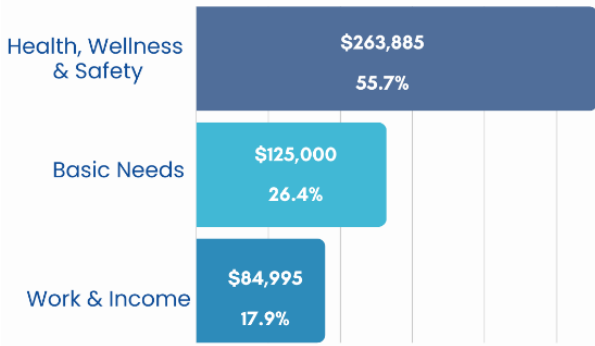
<i>Small</i> /HSF Grant Applicant	2024 Grant	2025 Grant	2026 Recommended	HSF Small Grant Program Description
Community Center of Shawnee	\$4,950	\$4,950	\$4,995	Small grants launched in 2022, grants in amounts <\$5,000 Fuel Cards/Transportation: Provides transportation assistance, including fuel cards, flat-tire repair, bicycle purchases or parts, and ride-share programs to help residents increase self-sufficiency.
Fountain of Life	No Request	\$4,950	\$4,999	Healthy GenerAsians (HG): supports health equity for Asian American and Pacific Islander seniors who are Limited English Proficient by offering affordable counseling and free psychosocial education groups.
Gateway of Hope	\$4,950	No Request	No Request	Sisters of Hope/Hermanas en la Esperanza: behavioral healthcare accessible to low income, under/uninsured teen girls and women in Johnson County through free and reduced fee services with services provided in English and Spanish.
Starfish	\$3,000	No Request	No Request	A Life With Dignity: provides necessities including clothing, hygiene products, meals, rent and utility assistance, and health screenings to families at or below poverty in Johnson County.

<i>Regular</i> HSF Grant Applicant	2024 Grant	2025 Grant	2026 Recommended	HSF Regular Grant Program Description
CASA of Johnson & Wyandotte*	\$50,000	\$45,000	\$50,000	Child Advocacy Services: court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or high concern for safety and placement.
Catholic Charities of NE Kansas (CCNEK)*	\$67,000	\$67,000	\$60,000	CCNEK Stabilization: emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
Center of Grace	\$7,500	\$7,500	\$10,000	English Language Learner Preschool: free preschool for English language learner children, supporting caregivers as they attend JCCC classes at Center of Grace.
El Centro, Inc.*	\$25,000	\$25,000	\$35,000	Johnson County Family Services: Center supports low-income, under/uninsured households through economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	\$7,500	\$9,740	\$16,193	Community Connections YouThrive (CCYT): supports youth aging out of foster care by assigning specialists who offer guidance and connecting them to necessary resources for a smoother transition into adulthood.
Growing Futures EEC*	\$20,000	\$20,000	\$25,000	Wrap-Around Care: provides scholarships for pre-kindergarten childcare costs for low-income families, supports full-time education/employment of caregivers and provides family support that results in strong kindergarten preparedness.
Habitat for Humanity	\$5,000	No Request	No Request	Neighborhood Revitalization: minor home repair, critical home repair, and home weatherization projects for low-income clients who provide "sweat equity" to support home retention and safe and adequate housing.
Health Partnership Clinic*	\$49,500	\$49,500	\$57,500	Medical Home for Low-income Uninsured of Johnson County: Free and sliding-scale health care, dental care, and behavioral healthcare, through a medical home model, for uninsured and low-income Johnson County residents.
Hillcrest Ministries of MidAmerica*	\$10,000	\$10,000	\$10,000	Transitional Housing for Youth and Families: offers transitional housing and supportive services, including case management, budget counseling, and life skills development for youth, single adults, and families experiencing homelessness.
HopeBUILDERS	\$5,000	\$5,000	\$10,000	Accessibility and Home Repair: provides accessibility modifications and home repairs for older adults and individuals with disabilities in Johnson

				County to support safe, adequate housing and retention of affordable housing.
JoCo IHN	\$8,000	No Request	No Request	Johnson County Interfaith Hospitality Network: Provides case management, including shelter for single women and families with children experiencing homelessness.
Inclusion Connection	No Request	\$10,000	\$10,000	Connections: Helps adults with developmental disabilities secure and maintain competitive employment through individualized coaching and transportation support.
Kansas Children's Service League (KCSL)	\$20,000	\$20,000	\$20,000	Healthy Families Kansas City: Offers home-based education and family support for new parents whose children are at risk of abuse or neglect, promoting positive parenting and child safety.
Kansas Parents as Teachers	\$5,000	\$5,000	No Request	Bright Futures: an in-home assistance program providing developmental, social-emotional, and health screenings for children, and resources for families to support family health and reduce the need for foster care.
KidsTLC*	\$17,500	\$25,000	\$29,193	Thriving Communities: Crisis counseling, parent education, and assistance navigating health and mental healthcare, housing, and resources to support positive family outcomes.
Metropolitan Organization to Counter Sexual Assault (MOCSA)	No Request	No Request	\$15,000	Preventing Sexual Violence in Johnson County Schools: Implements age-appropriate prevention programs in schools to educate students, staff, and caregivers on recognizing, preventing, and responding to sexual violence. The program promotes healthy relationships, boundaries, and consent, while equipping trusted adults with the tools to support youth and create safer school environments.
NCircle*	\$32,325	\$30,000	\$35,000	Reentry Program: Intensive, on-site 30-day cognitive and behavioral therapy, skills training, financial literacy, and job placement assistance for clients in Department of Corrections custody assessed as at high risk of recidivism and unprepared to obtain/maintain employment.
Pathway to Hope	\$5,000	\$10,000	\$0	Reclaim Living: Through the Reclamation Clubhouse, empowers adults with serious mental illness to maintain stable housing and employment by providing job training, transportation, work tools, attire, and ongoing support.
Safehome	\$24,000	\$24,000	\$24,000	Safehome's Shelter: Case management services for clients of the domestic violence shelter, including emergency shelter, housing assistance, therapy, legal services, and advocacy.
Salvation Army	\$25,000	\$25,000	\$10,000	The Johnson County Family Lodge and Transitional Housing: Offers transitional housing for families in Johnson County experiencing homelessness, including related services and comprehensive case management utilizing strengths-based case management.
Sunflower House*	\$47,000	\$47,000	\$47,000	Personal Safety Education Program: Personal safety, education and prevention programs for children and youth. Prevention and education programs for childcare professionals and caregivers, including mandated reporters, provided both online and in-person.
Subtotal Regular HSF	\$421,790	\$434,740	\$463,886	
Subtotal Small HSF	\$12,900	\$9,900	\$9,994	
Administration	\$28,500	\$28,500	\$31,000	Fee for administration of HSF.
Total	\$463,190	\$473,140	\$504,880	The 2025 federal poverty level for a family of three is \$26,650. For more information <i>see Appendix C</i> .

*Applicants are returning grantees with established programs for which jurisdictions approved a two-year funding recommendation for 2026 and 2027 and the returning grantee met requirements of continued performance, timely semi-annual reporting, and affirmed that it wishes to continue substantially the same program at the same level of funding in calendar year 2027.

HSF Funding Recommendations by Program Type



The HSF funding priorities are determined every year to reflect the needs of the community. Components of the safety net investment supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness, and personal safety.

Programs funded change year over year. The chart on the left provides a visual illustration of how the funding was distributed in this cycle.

2026 HSF *Small Grants* Recommendations

HSF Small Grants were developed and launched in 2022, after consultation with contributing jurisdictions. HSF Small Grants are in amounts of less than \$5,000 for agencies that are new, growing, and/or grassroots and working to build their footprint and grant capacity in Johnson County. As with regular HSF applicants, these nonprofits must meet Human Service Fund guidelines (see Appendix B), including funding priorities, eligibility criteria, and reporting requirements. A total of \$9,994 is recommended for these applicants in 2026.

Community Center of Shawnee

\$4,995
Recommendation

An increase of \$45 in funding, for a total of \$4,995, is recommended to support the Community Center of Shawnee’s enhanced focus on transportation assistance, as part of its emergency assistance program. This program aims to promote the self-sufficiency of Johnson County’s low-income residents by addressing transportation as a critical barrier to employment, healthcare, and essential services. Support may include fuel cards, flat tire repair, ride-share services, and limited assistance with bicycle parts or purchases, allowing residents to maintain reliable access to jobs, medical appointments, and daily necessities.

2026 Results Projected: The Community Center of Shawnee expects to provide 540 individuals with 540 units of service for transportation support to obtain and maintain employment and attend medical visits.

Outcomes Achieved 2024: Community Center of Shawnee served a total of 3,617 individuals, including 1,312 Johnson County residents. To address transportation needs, the Center provided 459 QuikTrip fuel cards. Other transportation services provided included: 1 car battery, 4 flat tire repairs, and 1 driver's license fee. Transportation assistance supported households in maintaining employment and accessing healthcare. Pantry services maintained 70 households weekly with 20-pound weight of non-perishable food, respectively, through Thanksgiving and Christmas box distributions.

Fountain of Life Inc.

\$4,999
Recommendation

An increase of \$49 in funding, for a total of \$4,999, is recommended to support Fountain of Life, which provides affordable counseling, free psychosocial education groups, and family bonding experiences. All participants, caregivers and children, are English language learners. Target low- to medium-income Asian American and Pacific Islander seniors (60+ years); serving a gap of affordable mental health care in a linguistic and culturally relevant manner.

2026 Results Projected: Fountain of Life expects to serve 75 Johnson County residents through 218 encounters throughout this program. Program results include increased mental health and wellness in Asian American and Pacific Islander families.

2026 HSF Regular Grants Recommendations

As a response to the growing need and limited funding available, the grant review committee established a maximum grant award of \$60,000 in 2026.

Note: Applicants designated with an asterisk (*) are returning grantees with established programs for which jurisdictions approved a two-year funding recommendation for 2026 and 2027. The two-year funding recommendation is contingent on: 1) continued agency performance and timely semi-annual reporting; 2) jurisdiction funding commitment and review; and 3) agency affirmation that it wishes to continue substantially the same program at the same level of funding from HSF in 2027.

CASA of Johnson and Wyandotte Counties*

\$50,000
Recommendation

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

2026 Results Projected: CASA expects to serve 460 Johnson County children. Anticipated outcomes are: 95% of children will be safe from additional findings of abuse or neglect; 98% of children will have a stable adult presence in their lives through their CASA volunteer; and 85% of youth eligible for graduation will graduate from high school or obtain a GED.

Outcomes achieved during 2024: 316 Johnson County children were served through 14,606 hours of support and advocacy. The presence of a stable adult is a key factor in building resilience from a history of trauma. 99% of children served by CASA had the same volunteer advocate throughout their court involvement. While assigned to a CASA advocate, 100% of children were safe from additional victimization as defined by a subsequent affirmed/substantiated report of additional abuse or neglect. Of the CASA youth served who were eligible for graduation or working towards obtaining a GED, 100% were successful (graduated or earned a GED). This percentage for academic milestones far exceeds the state average for children in foster care.

Catholic Charities of Northeast Kansas (CCNEK)*

\$60,000
Recommendation

Funding is recommended at the maximum HSF grant amount of \$60,000 for the CCNEK Stabilization program that operates out of two locations in Johnson County. The program provides direct assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents’ basic needs such as food, clothing, and shelter, as well as financial assistance for prescription medication, medical supplies, utilities, childcare, and transportation. CCNEK’s case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial

literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

2026 Results Projected: CCNEK expects to serve 20,022 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Anticipated outcomes are: 95% of households receiving direct financial assistance will maintain stable housing or utility connections for at least 30 days; 85% of participants will demonstrate increased financial knowledge during case management meetings; and 50% of participants will receive at least one referral to additional services, either within CCNEK or through external partner agencies.

Outcomes achieved during 2024: 16,308 Johnson County residents were served through 61,820 service encounters. CCNEK’s programs far exceeded the anticipated number of clients served and units of service, with a 41% increase over their projected outcomes. Direct financial assistance enabled 517 individuals to maintain safe housing for at least 30 days. 68% of households received direct financial assistance and receive referrals to other services, internal or external, through the case management process. 58% of households that received direct financial assistance were also helped with access to other public benefits.

Center of Grace
\$10,000
Recommendation

An increase of \$2,500 in funding, for a total of \$10,000, is recommended for Center of Grace’s English Language Learner Preschool, which provides free preschool classes to children while their caregiver(s) are attending Johnson County Community College (JCCC) English and workforce classes at the Center of Grace campus. All participants, caregivers, and children are English language learners. 85% of families are at or below 130% of the Federal Poverty Level. This is the only JCCC location that offers an English language learner preschool. Center of Grace also serves as a community hub supporting low-income Johnson County families through emergency assistance, food, clothing, hygiene items, dental care, childcare, and connection to employment.

2026 Results Projected: Center of Grace expects to serve 92 Johnson County residents through this program. Anticipated outcomes are: increased parental engagement in their child’s education and development; student improvement, notably in their academic performance; and substantial student progress in language acquisition.

Outcomes achieved during 2024: Center of Grace served 68 Johnson County residents through its educational program. Program results included increased parental engagement in children’s education and development, notable improvements in students’ academic performance, and significant progress in language acquisition. In 2024, 90% of parents demonstrated enhanced engagement with their children’s academic performance and language development. Additionally, adult learners participating in the English language program through Johnson County Community College achieved educational gains of 61% in reading, writing, and math skills. All 37 children enrolled in the English Language Learner preschool showed measurable improvement in English language acquisition and development.

El Centro, Inc.*
\$35,000
Recommendation

An increase of \$10,000 in funding, for a total of \$35,000, is recommended for El Centro’s Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under/uninsured Johnson County individuals and families. Services promote self-sufficiency, well-being, and health. The Family Services Center provides economic empowerment support through emergency assistance, financial literacy classes, assistance filing taxes, access to healthcare through health navigation, and filing support for benefits such as Medicaid, and policy education.

2026 Results Projected: El Centro expects to serve 2,500 Johnson County residents at the Olathe office. Anticipated outcomes are: support to 40 households in maintaining utility services and 30 households in sustaining rental housing, while at least 70 individuals are expected to complete financial empowerment classes. To improve economic stability, El Centro will assist with 1,200 tax filings, 100 SNAP enrollments, 20 Low Income Energy Assistance Program (LIEAP) enrollments, and 250 Medicaid sign-ups. In the area of health and wellness, 400 clients are projected to access health resources, and 200 participants will engage in healthy eating classes.

Outcomes achieved during 2024: 2,734 Johnson County residents were served through 4,240 service encounters. El Centro's program experienced substantial growth in both the number of clients and the scope of services delivered across Johnson County. Clients’ immediate basic needs were met: 53 households received utility assistance, and 51 households received rent assistance. 537 individuals completed financial coaching to support long-term financial stability. 11 individuals were assisted with Individual Tax Identification Number requests; 1,517 people were assisted in filing their taxes; 368 individuals were assisted with applying for the Supplemental Nutrition Assistance Program (SNAP) and received benefits; 750 enrolled in KanCare with assistance; 760 individuals were referred to a community healthcare resource; and 469 individuals completed a class about eating healthily on a budget.

FosterAdopt Connect
\$16,193
Recommendation

An increase of \$6,543 in funding, for a total of \$16,193, is recommended to support individuals participating in the Community Connections YouThrive (CCYT) program at FosterAdopt Connect. CCYT is designed to address the challenges faced by youth aging out of foster care. The program assigns specialists to provide guidance and connection to ensure that individuals transition successfully into adulthood.

2026 Results Projected: FosterAdopt Connect will serve 30 Johnson County residents through 150 hours of service. Anticipated outcomes are: 75% or more of youth who identify a need for financial education will complete all 8 financial classes prior to graduation from the program; 80% or more of youth in CCYT will complete their high school diploma or obtain a GED; and 40% of participating youth will be enrolled in college, a trade program, or employed upon program completion.

Outcomes achieved during 2024: FosterAdopt Connect received funding for their Foster Prevention program which served 80 Johnson County residents through 176 service hours. As a result of participating in the Fostering Prevention program, 91% of children living with their parent or caregiver maintained placement stability. 100% of parents who completed an initial and post (Adult Adolescent Parenting Inventory) assessment improved their parenting skills in one domain by an increase of at least 1 point. 89% of families served who

had a monthly action plan achieved at least one accomplishment per month.

**Growing Futures
Early Education
Center***

\$25,000
Recommendation

An increase of \$5,000 in funding, for a total of \$25,000, is recommended for Growing Futures' Scholarship Assistance for the Wrap Around Care (WAC) Program. WAC complements the Head Start program, providing full-day care and education from 7 a.m. to 5:30 p.m. Families served by Growing Futures are living at or below federal poverty guidelines. The majority of Growing Futures families speak English as a second language, and half of families are single parent households. Through the HSF grant, childcare scholarships help low-income families experiencing financial hardships who are unable to pay their share of childcare fees and who are working or going to school for at least 30 hours per week. Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Growing Futures also provides resources and support for the family to achieve self-sufficiency including connection to health, nutrition, social services, mental health services, parental education, and parenting events. Affordable, quality childcare is an acute need in Johnson County.

2026 Results Projected: Through the WAC program, Growing Futures will provide over 4,172 hours of care for enrolled children, serving an estimated 176 Johnson County residents. Anticipated outcomes are: children will maintain daily attendance rates of 85%, supporting caregivers in maintaining employment and/or education; 85% of families will achieve at least one large family goal, based upon family-determined strengths and needs; and fewer than 5% of children will leave the program due to inability to pay tuition, ensuring that children obtain a high-quality Head Start education.

Outcomes achieved during 2024: A total of 80 Johnson County residents were served through 176 hours of care. Average 2024 attendance in Wrap Around Care was 86.5%. 45% of the assisted families achieved steps toward the completion of a large family goal, such as maintaining employment, learning English, purchasing a first home, or working toward a GED. Some goals set by families take longer to accomplish or family situations change, and goals are reestablished.

**Health
Partnership
Clinic (HPC)***

\$57,500
Recommendation

An increase of \$8,000 in funding, for a total of \$57,500, is recommended for the Medical Home for Low-income Uninsured of Johnson County. Healthcare is provided at Health Partnership Clinic's office in Olathe, a pediatric clinic located in Shawnee Mission, and a school-based clinic at Shawnee Mission West High School. Funding helps to support a nurse practitioner who provides care to uninsured patients at the Olathe Clinic. HPC's patients are primarily low income, and the majority are uninsured or publicly insured. HPC is Johnson County's largest safety-net clinic and only Federally Qualified Health Center. It utilizes a medical home model that emphasizes prevention and health maintenance, while providing a broad scope of services, including care for patients with chronic diseases. HPC also provides dental and behavioral health services and works in partnership with homeless shelters, delivering onsite health care services and case management. Specialty care is provided through a network of providers.

2026 Results Projected: HPC will serve 9,394 Johnson County residents through 25,251 patient office visits or encounters. Anticipated outcomes are: 90% of patients surveyed will indicate satisfaction with their overall care; 66% of diabetic patients achieve HgA1c levels of 9.0 or below; and 60% of hypertensive patients achieve blood pressure readings below

140/90. Anticipated program results include: access to a medical and dental home for low-income and uninsured residents; patients achieve better health outcomes and are satisfied with services they receive; and patients continue to utilize HPC as their health home. HPC participates with the American Heart Association on a National Hypertension Collaborative and is planning to utilize self-monitoring blood pressure devices to assist patients in improving results.

Outcomes achieved during 2024: A total of 9,669 Johnson County residents were served through 26,110 service encounters. HPC quality indicators include 61.5% of diabetic patients have an HgA1c level of 9.0 or below and 53.3% of patients diagnosed with hypertension have blood pressure readings less than 140/90. HPC's dental outreach program also provided screening services to 5,225 students during the 2024 school year. Over 94.6% of patients surveyed indicated they were either satisfied or very satisfied with the overall care they received as a patient.

**Hillcrest
Ministries of
MidAmerica***

\$10,000
Recommendation

Funding is recommended for Hillcrest's Transitional Housing for Homeless Youth and Families Program. Transitional housing for homeless youth, up to age 24, families with children, and single adults will be provided in seven apartments located in Johnson County. The program provides housing, food, case management, budget counseling and connection to community services to address immediate and ongoing needs, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring.

2026 Results Projected: Hillcrest expects to serve 12 homeless children, youth, and adults in Johnson County by providing safe, stable transitional housing, inclusive of shelter and utilities, at no cost. Anticipated outcomes are: each participant will receive an individual service assessment and achieve at least one goal from their plan; and youth will work toward achieving an education goal, while adults will focus on employment. The program anticipates contributions of over 1,000 volunteer hours and \$25,000 in in-kind donations to support program success.

Outcomes achieved during 2024: 24 Johnson County residents were served through 1,678 nights of transitional housing. Four youth and seven adults received an individual assessment and achieved at least one goal from their assessment plan. Five adult households completed the program and moved on to permanent housing. Four youth worked toward their educational goals. Over the course of the year, seven adults maintained employment. Over 1,000 volunteer hours were recorded, and \$2,500 in-kind donations were received in 2024.

HopeBUILDERS

\$10,000
Recommendation

An increase of \$5,000 in funding, for a total of \$10,000, is recommended for HopeBUILDERS' home repair/home accessibility program. HopeBUILDERS provides free home repair, modification, and accessibility projects for low-income older adults and individuals with disabilities. Projects include critical home repairs as well as modifications that allow individuals to remain in their homes safely. Referrals to the program are provided by various agencies throughout the area, ensuring support reaches those in need.

2026 Results Projected: HopeBUILDERS expects to serve 10 Johnson County residents. HopeBUILDERS will continue to expand its footprint in Johnson County, providing additional

home safety, accessibility, and mobility repairs and modifications to support low-income, older adults and individuals with disabilities, so they can remain safely in their own homes. Anticipated outcomes are: low-income homeowners will have access to needed home accessibility modifications or repairs without financial burden; clients served will experience increased mobility in and around their residences; and clients and their families will gain greater ability to effectively care for themselves or their family members.

Outcomes achieved during 2024: 6 Johnson County residents were served through 18 service encounters. The program focused on enhancing safety and accessibility within the home, and allowed homeowners to live more independently. All clients were older adults and/or families living with disabilities, whose household income under 80% of the area median income (AMI). The projects included wheelchair ramp installation and repairs, and step repairs. These modifications provided increased mobility and easier access to and from the home, benefiting both the residents and their caregivers.

Inclusion Connections

\$10,000
Recommendation

Funding is recommended for Inclusion Connections' PawsAbilities Workforce Development Program which serves individuals with intellectual and developmental disabilities (I/DD). The program provides year-round services with a focus on education, employment, and independent living. Through job coaching, skill development, and transportation support, the program helps participants obtain and maintain competitive integrated employment, fostering long-term independence and stability.

2026 Results Projected: Inclusion Connections expects to serve 230 Johnson County residents through its year-round education, employment, and independent living programs. Anticipated outcomes are: at least 85% of students reporting improved quality of life and greater well-being; students will also gain work experience and strengthen employment skills through PawsAbilities; and jobholders in the program are expected to achieve a 90% job retention rate.

Kansas Children's Service League (KCSL)

\$20,000
Recommendation

Funding is recommended for Healthy Families Kansas City, a child abuse prevention program accredited through Healthy Families America (HFA). The program was formed by combining and expanding the service areas of the Healthy Families Johnson and Healthy Families Wyandotte programs under one name. Healthy Families Kansas City provides intensive home-based education and family support services to parents who are experiencing extreme stress and are considered at risk for abuse and neglect. Eligibility is based on risk factors rather than income. However, most participating families are low-income (at or below 200% of the Federal Poverty Level). Families receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and links to health care services.

2026 Results Projected: KCSL expects to serve 125 Johnson County individuals. Anticipated outcomes include: 95% of families will not have any substantiated child abuse or neglect while in the program; 90% of children will be covered by health insurance; and 90% of children will have had a developmental screen in the last six months.

Outcomes achieved during 2024: 131 Johnson County residents were served through 883 client visits. 100% of families served by the program remained free from substantiated abuse and neglect while in the program. By the end of the year, 97% of children enrolled in

the program for at least six months had health insurance. 78% of enrolled children had a developmental screening within the past six months, supporting immediate and long-term health and educational attainment of the children and families.

KidsTLC*

\$29,193
Recommendation

A \$4,193 increase in funding, for a total of \$29,193, is recommended for KidsTLC’s Thriving Communities program, which provides parents and caregivers of youth struggling with mental health challenges access to respite services, family support specialists, peer support, and education classes. Youth are primarily referred from local community mental health centers (CMHC), with Johnson County Mental Health Center being the largest partner. The program serves many families who are Medicaid-eligible or living below 200% of the Federal Poverty Level. Thriving Communities serves as the family support arm of KidsTLC, helping families navigate resources and build networks of support to address mental health and related challenges.

2026 Results Projected: KidsTLC estimates serving 25 Johnson County residents through this program. Anticipated outcomes include: youth will experience a reduction in need for crisis law enforcement officer response or acute hospitalization while in transition between services; 90% of families will indicate they feel they have better access to community resources to assist their child; and 90% will report satisfaction with services.

Outcomes achieved during 2024: 284 Johnson County residents were served with 1,257 service encounters. KidsTLC served a total of 361 individuals with 1,481 service encounters in and outside of Johnson County in 2024. 100% of new KidsTLC clients completed an intake/evaluation upon program admission. 93% of clients referred to outpatient medication or behavioral management treatment kept their initial appointment. 83% of clients referred to a health provider remained in services for 30 days. 48% of clients were receiving public assistance benefits by year end.

**Metropolitan
Organization to
Counter Sexual
Assault (MOCSA)**

\$15,000
Recommendation

Funding is recommended for a new applicant, Metropolitan Organization to Counter Sexual Assault (MOCSA) for its program, Preventing Sexual Violence in Johnson County Schools, including Project Aware and Youth Education. Project Aware educates students pre-K through 5th grade about body safety in an age-appropriate manner and teaches adults about their role in preventing child sexual abuse. Youth Education provides information on topics including sexual assault, healthy relationships, consent, and sexual harassment. These education programs, offered in schools at no cost, reduce the likelihood that children and youth will perpetrate sexual violence or become victims of sexual assault and abuse.

2026 Results Projected: MOCSA estimates serving 10,690 Johnson County residents through this program. Anticipated outcomes include: 95% of youth participating in Project Aware will know the three safety rules: Say No, Get Away, and Tell Someone; 90% of youth surveyed through youth education and outreach will know at least one thing they can do to prevent or reduce the risk of sexual violence; and 80% of adults participating in SAFE training will demonstrate increased knowledge as a result of the education they received.

NCircle*

\$35,000
Recommendation

A \$5,000 increase in funding, for a total of \$35,000, is recommended for NCircle’s Reentry Program. The Reentry Program requires onsite staff five days a week at the Johnson County Adult Residential Center (ARC). The Reentry program is an intensive 30-day program with clients enrolling at regular intervals. The program requires additional staff time to support a more intensive program, offered on-site at the ARC. This program is for individuals in custody who are scheduled for release and have been assessed as at high risk of recidivism

and unprepared to obtain or maintain employment. The focus of the program is to break the cycle of incarceration and support clients in successful reintegration. Staffed by certified Offender Workforce Development Specialists (OWDS), the program provides critical cognitive and behavioral therapy to support employment readiness as well as career track assessment, Essential Skills for Workplace Advancement (10 hours/week), job coaching (10 hours/week), and life skills (3 hours/week). Program participants will demonstrate an increased rate of employment, increased income, and decreased recidivism, as compared to nonparticipants, resulting in cost savings for local government and the judicial system.

2026 Results Projected: NCircle expects to serve 50 Johnson County residents through this program. Anticipated outcomes include: participants obtaining employment prior to release from the reentry program; improved job stability as measured by pre/post Employment Readiness Scale (ERS) assessment results; enhanced career readiness skills, including job search, self-efficacy, community support, and career decision-making; and improved community stability, with recidivism rates below 12% after three years.

Outcomes Achieved in 2024: NCircle served 27 individuals through 526 hours of training and case management. College of Trades participants demonstrated improvement in employment readiness as indicated by the pre/post Employment Readiness Scale assessment. 69% of the clients eligible for employment were employed upon release from Reentry or remained at the residential center and were employed. Assessments indicated a 40% improvement in client career decision-making, and a 51% increase in their ability to do a job search. The Pre/Post Employment Readiness Scale indicated a 35% improvement over the clients' pretest in self-efficacy, 54% improvement in understanding social networks and supports, and 26% improvement in understanding what it takes to keep and maintain employment.

Safehome

\$24,000
Recommendation

Funding is recommended for Safehome's shelter. Safehome provides shelter, therapy, legal services, hospital advocacy, hotline support, and case management that includes employment assistance and financial literacy. As the only domestic violence shelter in Johnson County, Safehome has expanded programs, increased client assistance, and grown overall capacity to support survivors.

2026 Results Projected: Safehome will provide emergency shelter to 150 Johnson County residents for a total of 7,900 bed nights. Anticipated outcomes are: 30% of residents in shelter for any number of days will obtain permanent housing; 60% of residents in shelter for at least 90 days will obtain permanent housing; 60% of residents leaving for permanent housing will remain housed after 6 months; 65% of clients will report looking for work while a resident; 80% of residents in shelter for at least 4 weeks will work on a budget with their case manager; 65% of residents in shelter for at least 4 weeks will make a plan to pay off past due bills; 85% of clients in shelter for 2 weeks will agree or strongly agree they know more ways to plan for their safety; 85% of clients in shelter for 2 weeks will agree or strongly agree they know more about domestic violence; 50% of adult clients in therapy for 4 or more sessions will show an average decrease in mental health symptoms by 5%.

Outcomes achieved during 2024: 154 Johnson County residents with 7,940 nights of shelter and service encounters. During 2024, 99 households who were in Safehome's emergency shelter for at least four weeks, and of those 63.6% made a plan to pay off past due bills. 67

adults had a 4th therapy visit and 73% had a change of at least 5% on the Patient Health Questionnaire screener (PHQ SADS). 100% of clients who resided at Safehome for at least 90 days transitioned from the shelter and into permanent housing, with 70% of those clients remaining housed three to six months later.

Salvation Army
\$10,000
Recommendation

Funding is recommended to assist low- and very low-income homeless families in Johnson County with food and shelter at the Salvation Army Family Lodge in Olathe. The Lodge is the only free-standing shelter in Johnson County. It provides food, transportation, and case management, in addition to referrals to other resources. Case managers work closely with local schools to ensure all children residing in the program have met their educational needs. Staff utilize a strengths-based approach to assist clients with goal setting, overcoming barriers to housing, and achieving long-term success. Classes and skill-building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

2026 Results Projected: The Family Lodge anticipates serving 125 Johnson County residents in 2026. Anticipated outcomes are: 90% of households who exit the program will enter permanent housing; 80% of households will increase income or decrease housing barrier debt; at least five children will receive financial assistance to begin or continue daycare services.

Outcomes achieved during 2024: The Family Lodge provided 17,904 nights of shelter, meals, and hygiene kits to 96 Johnson County residents. In 2024, 25 families who exited the program moved into permanent housing. 96% of families increased their income and decreased their housing debt to support living in permanent housing. Nine children were served through childcare tuition supports. Eleven families received financial assistance towards housing debts that allowed them to move into permanent housing.

Sunflower House*
\$47,000
Recommendation

Funding is recommended to support the Personal Safety Education Program, a child abuse prevention program. Sunflower House provides child-based education and mandated reporter training free of charge. Without grant support, these programs are not sustainable. Child education is available in English and Spanish including: 1) *Happy Bear*, an interactive drama for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe*, a curriculum for grades PreK to 5th that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety* provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) *Child Abuse & Neglect - Mandated Reporter Training*, teaches attendees to recognize signs of sexual abuse, the correct procedures/laws for reporting, and how to handle a child's disclosure; 6) *Trauma Awareness* educates adults on the effects and impact of trauma and promotes understanding and awareness of trauma effects in the community; and 7) *Como Reconocer y Reportar el Abuso de Menores*, provides culturally relevant content for Spanish-speaking communities about recognizing and reporting child abuse, including special circumstances unique to these populations.

2026 Results Projected: Sunflower House anticipates reaching 33,000 Johnson County residents. Anticipated outcomes are: provide age-appropriate person safety/abuse education to at least 44,000 children; educate 8,000 adults on child abuse indicators and reporting abuse; 95% of participants will indicate that they gained new information; and 95% of adults will indicate that they will more closely monitor electronic communications of children in their care.

Outcomes achieved during 2024: 32,002 Johnson County residents were served through 32,002 service encounters. MOUs with several school districts and a new partnership with the Girls Scouts of Northeast Kansas/Northwest Missouri helped Sunflower expand its reach in 2024. Prevention education reached 26,017 Johnson County children, who received vital personal safety information. A total of 5,888 Johnson County adults received child abuse prevention education. 100% of adults who attended Keeping Kids Safe Online indicated they will more closely monitor the electronic communications of children in their care.

APPENDIX A: 2026 HSF PARTICIPATING JURISDICTIONS AND GRANT COMMITTEE

JURISDICTION	CONTRIBUTION
Johnson County	\$170,600
De Soto	\$3,200
Edgerton	\$5,000
Gardner	\$8,480
Leawood	\$20,000
Lenexa	\$25,000
Merriam	\$11,400
Mission	\$11,000
Olathe	\$77,000
Overland Park	\$105,000
Prairie Village	\$11,500
Roeland Park	\$13,218
Shawnee	\$35,000
Spring Hill	\$2,900
Westwood	\$2,100
Total from County Government & Cities	\$501,398
Interest	\$3,482
UCS Administration	\$31,000
Total Available to Allocate	\$473,880

2026 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- Rev. Cheryl Jefferson Bell, *Committee Chair*, Resurrection, A United Methodist Church
- Rogeana Patterson-King, Kairos Enterprises LLC
- Dr. Putul Allen, Children’s Mercy
- David Waters, Spencer Fane LLP
- Michael Wilson, Community LINC
- Molly Haase, AdventHealth

UCS Council of Advisors

- Terrie Huntington

Community Volunteers

- Katie Werner, Black & Veatch
- Jennifer Pozzuolo, Garmin
- Josh Hill, Foulston Siefkin
- Dr. Graciela Couchonnal
- Lori Eby, DPT

Staff support: Erika García Reyes, UCS Director of Resource Allocation and Jackie Gildo, Special Projects Intern

APPENDIX B: 2026 HUMAN SERVICE FUND GUIDELINES

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

FUNDING PRIORITIES 2026

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

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

Priority is given to programs that:

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

ELIGIBILITY

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

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

APPENDIX C: The Federal Poverty Level Guidelines

The Federal Poverty Level (FPL) is updated annually and measures poverty based on size of family and income. It is used by local, state and federal programs to determine need and eligibility. The Area Median Income (AMI) provided is a more specific measurement based on the income of a specific geographic area, in this case Johnson County, Kansas.

2025 Federal Poverty Guidelines			
Family Size	100% FPL	150% FPL	200% FPL
1	\$15,650	\$23,475	\$31,300
2	\$21,150	\$31,725	\$42,300
3	\$26,650	\$39,975	\$53,300
4	\$32,150	\$48,225	\$64,300
5	\$37,650	\$56,475	\$75,300

Johnson County 2025 Area Median Income (AMI)	
100%	\$111,400
80%	\$89,100
60%	\$66,840
50%	\$55,700

For 2025, the FPL for a three-person household is \$26,650 per year.

According to U.S. Census American Community Survey 2023 1-Year Estimates, the total number of people living in “low-income” households in Johnson County (those at or below 200% FPL) was 84,638, or approximately 14% of the Johnson County population.

The Human Service Fund (HSF) prioritizes programs that serve Johnson County residents living with income at or near the federal poverty level. This alignment recognizes that residents facing economic hardship often struggle to meet their basic needs and are at greater risk of housing instability and adverse health outcomes. By using the FPL as one of the priorities, funding support is directed toward households with the greatest need.

Source: U.S. Census Bureau 2023 American Community Survey 1-year estimates.

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: November 13, 2025

Agenda Item: Resolutions Approving an Assignment of Bond Documents

Subject: ELHC XXXI, LLC Project
ELHC XXXII, LLC Project

The City issued two series of bonds in 2016 to finance the costs of constructing commercial warehouse and distribution facilities, located at (1) 31800 W. 196th Street, the ELHC XXXI, LLC Project and (2) 31450 W. 196th Street, the ELHC XXXII, LLC Project, in Edgerton, Kansas.

In May 2017, ELHC XXXI, LLC and ELHC XXXII, LLC, transferred the project and assigned their respective rights and interests in the bonds and related documents to IPXXXI 196 STREET LLC and IPXXXII 196 STREET LLC, respectively.

IPXXXI 196 STREET LLC now desires to assign the project to DAMAC Digital Data Solutions LLC (“DAMAC”), a Delaware limited liability company. According to DAMAC’s representatives, DAMAC currently holds two real estate assets in the United States with an estimated value of more than \$200 million. Additionally, DAMAC has assets across Canada, Europe, the United Kingdom, Asia, and the Middle East. IPXXXI 196 STREET LLC will no longer be involved in the ownership or management of this building.

IPXXXII 196 STREET LLC now desires to assign the project to SparrowHawk LPKC 32 LLC, a Delaware limited liability company, a joint venture between SparrowHawk, LLC and an institutional capital partner. According to SparrowHawk, LLC’s representatives, it is an experienced sponsor that focuses on the acquisition and optimization of industrial assets, currently owning over 2.8 million square feet across the Midwest United States with deep operating knowledge of the Chicago, St. Louis, and Kansas City markets where it has been active since 2016. SparrowHawk, LLC was founded in 2011 by Alfredo Gutierrez. With over three decades of experience in the real estate industry and a strong background in accounting and tax, Mr. Gutierrez has built a reputation for leasing high-profile transactions and successful ventures across the commercial real estate sector. IPXXXII 196 STREET LLC will no longer be involved in the ownership or management of this building.

Property tax abatement on this project runs from 2016 through 2025. The assignment does not alter the amount or term of the tax abatements.

RESOLUTION NO. 11-13-25A

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XXXII, 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 XXXII, LLC Project), Series 2016 (the "Bonds"), in the aggregate maximum principal amount of \$38,250,000, pursuant to a Trust Indenture dated as of August 1, 2016 (the "Indenture"), between the City and UMB Bank, n.a., as trustee (the "Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project, consisting of an approximately 765,000 square foot warehouse and distribution facility, located at 31450 W. 196th Street, Edgerton, Kansas (the "Project"); and

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

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

WHEREAS, the Assignor is now requesting the City's consent to the assignment of the Assignor's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement, the Origination Fee Agreement, the Bond Purchase Agreement, and the Other Bond Documents to SPARROWHAWK LPKC 32 LLC, a Delaware limited liability company (the "Assignee"); and

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

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

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

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

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

Section 3. 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 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

[Balance of page intentionally left blank]

ADOPTED this 13th day of November, 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

Assignment Resolution
ELHC XXXII, LLC Project

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

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

Title of Document: Assignment and Assumption of IRB Documents

Date of Document: November 13, 2025

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

Grantee(s): SPARROWHAWK LPKC 32 LLC, a Delaware limited liability company

Grantee's Address: SPARROWHAWK LPKC 32 LLC, 1414 W. Clay Street, Houston, Texas 77019

Reference Book and Pages: Book 201609, Page 004430
Book 201609, Page 004431
Book 201705, Page 005957

Legal Description: See attached Schedule 1

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS (the “Assignment”) executed on _____, 2025 and to be effective as of _____, 2025 (the “Effective Date”) is by and between IPXXXII 196 STREET LLC, a Delaware limited liability company (the “Assignor”), and SPARROWHAWK LPKC 32 LLC, a Delaware limited liability company (the “Assignee”).

RECITALS

WHEREAS, the City of Edgerton, Kansas (the “City”) has previously issued its \$38,250,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC XXXII, LLC Project) Series 2016 (the “Bonds”) pursuant to a Trust Indenture dated as of August 1, 2016 (the “Indenture”), between the City and UMB Bank, n.a., as trustee (the “Trustee”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture);

WHEREAS, ELHC XXXII, LLC, a Kansas limited liability company (“ELHC”) leased the Project to the City pursuant to the Base Lease Agreement dated as of August 1, 2016 (together with the First Supplemental Base Lease Agreement described below, the “Base Lease”), between ELHC and the City, a memorandum of which was recorded September 12, 2016, in Book 201609, Page 004430, and the Base Lease was modified by that certain First Supplemental Base Lease Agreement dated as of May 1, 2017 in order to revise the legal description of the land that is subject to the Base Lease, and such revised legal description is set forth on **Schedule 1** (the “Real Property”);

WHEREAS, the City subleased the Project to ELHC pursuant to a Lease Agreement dated as of August 1, 2016 (together with the First Supplemental Lease Agreement described below, the “Lease Agreement”), between the City and ELHC, a memorandum of which was recorded September 12, 2016, in Book 201609, Page 004431, and the Lease Agreement was modified by that certain First Supplemental Lease Agreement dated as of May 1, 2017 in order to revise the legal description of the land that is subject to the Lease Agreement to describe the Real Property;

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

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

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

WHEREAS, Assignor assumed all of ELHC’s right, title, and interest to the Indenture, the Bonds, the Bond Purchase Agreement, the Base Lease, the Lease Agreement, the Performance Agreement, and the Origination Fee Agreement pursuant to an Assignment and Assumption of IRB Documents dated as of May 15, 2017, between ELHC and Assignor, which was recorded on May 17, 2017, in Book 201705, Page 005957 (the “Assignment and Assumption”);

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

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

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

AGREEMENT

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

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

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

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

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

5. **Representations.** Assignor represents and warrants that Assignor has not transferred, sold, encumbered, or otherwise disposed of the Bonds or any other IRB Document nor has Assignor, with the exception of any collateral assignments to previous lenders, assigned the Base Lease or any other IRB Document or transferred or encumbered or otherwise disposed of its interest in the Project. Assignor further represents and warrants that Assignor is not aware of any default which exists on this date by it or the counterparty under the IRB Documents. As of the Effective Date, Assignor and Assignee represent to and for the benefit of the City that Assignor has conveyed to Assignee its interest in the Project, including the buildings, structures, improvements, fixtures, machinery, and equipment owned by Assignor and situated on the Project and all additions, alterations, modifications, and improvements thereof.

6. **Notice Address.** The Assignee represents that the notice address of the Assignee for purposes of the IRB Documents is:

SPARROWHAWK LPKC 32 LLC
1414 W. Clay Street
Houston, Texas 77019

Attention: Alfredo Gutierrez
Email: alfredo@sparrowhawkre.com

With a Copy to:

Moody Law Group, PLLC
3003 W. Alabama
Houston, Texas 77098
Attention: John S. Moody, Jr.
Email: jmoody@moodylawgroup.com

7. **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.

8. **Receipt of Transcript; Delivery of Insurance Certificates.** The Assignee hereby represents that it has received and reviewed complete copies of the IRB Documents and has delivered to the City and Trustee evidence of insurance as required under Sections 7.2 and 7.3 of the Lease Agreement

9. **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.

10. **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.

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

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

[SIGNATURE PAGES FOLLOW]

ASSIGNEE:

SPARROWHAWK LPKC 32 LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2025, appeared _____, to me personally known, who being duly sworn did say that he is the _____ of SPARROWHAWK LPKC 32 LLC, a Delaware limited liability company (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

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

[SEAL]

Notary Public

My commission expires _____

CONSENT OF THE CITY OF EDGERTON, KANSAS

The City hereby acknowledges, consents and agrees to the execution and delivery of this Assignment and Assumption of IRB Documents dated as of the date first set forth above between IPXXXII 196 STREET LLC, a Delaware limited liability company, and SPARROWHAWK LPKC 32 LLC, a Delaware limited liability company.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Name: Donald Roberts
Its: Mayor

ATTEST:

Name: Dusti Callahan
Its: City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ___ day of _____, 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
Printed Name: _____

My commission expires _____

SCHEDULE 1

LEGAL DESCRIPTION OF REAL PROPERTY

Lot 2, LOGISTICS PARK KANSAS CITY PHASE IV, SECOND PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas.

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: November 13, 2025

Agenda Item: Resolutions Approving an Assignment of Bond Documents

Subject: ELHC XXXI, LLC Project
ELHC XXXII, LLC Project

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In May 2017, ELHC XXXI, LLC and ELHC XXXII, LLC, transferred the project and assigned their respective rights and interests in the bonds and related documents to IPXXXI 196 STREET LLC and IPXXXII 196 STREET LLC, respectively.

IPXXXI 196 STREET LLC now desires to assign the project to DAMAC Digital Data Solutions LLC (“DAMAC”), a Delaware limited liability company. According to DAMAC’s representatives, DAMAC currently holds two real estate assets in the United States with an estimated value of more than \$200 million. Additionally, DAMAC has assets across Canada, Europe, the United Kingdom, Asia, and the Middle East. IPXXXI 196 STREET LLC will no longer be involved in the ownership or management of this building.

IPXXXII 196 STREET LLC now desires to assign the project to SparrowHawk LPKC 32 LLC, a Delaware limited liability company, a joint venture between SparrowHawk, LLC and an institutional capital partner. According to SparrowHawk, LLC’s representatives, it is an experienced sponsor that focuses on the acquisition and optimization of industrial assets, currently owning over 2.8 million square feet across the Midwest United States with deep operating knowledge of the Chicago, St. Louis, and Kansas City markets where it has been active since 2016. SparrowHawk, LLC was founded in 2011 by Alfredo Gutierrez. With over three decades of experience in the real estate industry and a strong background in accounting and tax, Mr. Gutierrez has built a reputation for leasing high-profile transactions and successful ventures across the commercial real estate sector. IPXXXII 196 STREET LLC will no longer be involved in the ownership or management of this building.

Property tax abatement on this project runs from 2016 through 2025. The assignment does not alter the amount or term of the tax abatements.

RESOLUTION NO. 11-13-25B

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XXXI, 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 XXXI, LLC Project), Series 2016 (the "Bonds"), in the aggregate maximum principal amount of \$26,500,000, pursuant to a Trust Indenture dated as of August 1, 2016 (the "Indenture"), between the City and UMB Bank, n.a., as trustee (the "Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project, consisting of an approximately 378,000 square foot warehouse and distribution facility, located at 31800 W. 196th Street, Edgerton, Kansas (the "Project"); and

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

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

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

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

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

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

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

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

Section 3. 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 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

[Balance of page intentionally left blank]

ADOPTED this 13th day of November, 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

Assignment Resolution
ELHC XXXI, LLC Project

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

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

Title of Document: Assignment and Assumption of IRB Documents

Date of Document: November 13, 2025

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

Grantee(s): DAMAC Digital Solution Kansas LLC, a Delaware limited liability company

Grantee's Address: c/o DAMAC Properties Co. LLC, DAMAC Executive Heights, Jabel Ali Race Course Rd., Barsha Heights. P.O. Box: 2195, Dubai, United Arab Emirates

Reference Book and Pages: Book 201608, Page 005685
Book 201608, Page 005686
Book 201705, Page 005956

Legal Description: See attached Schedule 1

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS (the “**Assignment**”) executed on _____, 2025 and to be effective as of _____, 2025 (the “**Effective Date**”) is by and between IPXXXI 196 STREET LLC, a Delaware limited liability company (the “**Assignor**”), and DAMAC Digital Data Solutions LLC, a Delaware limited liability company (the “**Assignee**”).

RECITALS

WHEREAS, the City of Edgerton, Kansas (the “**City**”) has previously issued its \$26,500,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC XXXI, LLC Project) Series 2016 (the “**Bonds**”) pursuant to a Trust Indenture dated as of August 1, 2016 (the “**Indenture**”), between the City and UMB Bank, n.a., as trustee (the “**Trustee**”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture);

WHEREAS, ELHC XXXI, LLC, a Kansas limited liability company (“**ELHC**”) leased the Project to the City pursuant to the Base Lease Agreement dated as of August 1, 2016 (together with the First Supplemental Base Lease Agreement described below, the “**Base Lease**”), between ELHC and the City, a memorandum of which was recorded August 15, 2016, in Book 201608, Page 005685, and the Base Lease was modified by that certain First Supplemental Base Lease Agreement dated as of May 1, 2017 in order to revise the legal description of the land that is subject to the Base Lease, and such revised legal description is set forth on **Schedule 1** (the “**Real Property**”);

WHEREAS, the City subleased the Project to ELHC pursuant to a Lease Agreement dated as of August 1, 2016 (together with the First Supplemental Lease Agreement described below, the “**Lease Agreement**”), between the City and ELHC, a memorandum of which was recorded August 15, 2016, in Book 201608, Page 005686, and the Lease Agreement was modified by that certain First Supplemental Lease Agreement dated as of May 1, 2017 in order to revise the legal description of the land that is subject to the Lease Agreement to describe the Real Property;

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

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

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

WHEREAS, Assignor assumed all of ELHC’s right, title, and interest to the Indenture, the Bonds, the Bond Purchase Agreement, the Base Lease, the Lease Agreement, the Performance Agreement, and the Origination Fee Agreement pursuant to an Assignment and Assumption of IRB Documents dated as of May 15, 2017, between ELHC and Assignor, which was recorded on May 17, 2017, in Book 201705, Page 005956 (the “**Assignment and Assumption**”);

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

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

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

AGREEMENT

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

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

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

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

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

5. **Representations.** Assignor represents and warrants that Assignor has not transferred, sold, encumbered, or otherwise disposed of the Bonds or any other IRB Document nor has Assignor, with the exception of any collateral assignments to previous lenders, assigned the Base Lease or any other IRB Document or transferred or encumbered or otherwise disposed of its interest in the Project. Assignor further represents and warrants that Assignor is not aware of any default which exists on this date by it or the counterparty under the IRB Documents. As of the Effective Date, Assignor and Assignee represent to and for the benefit of the City that Assignor has conveyed to Assignee its interest in the Project, including the buildings, structures, improvements, fixtures, machinery, and equipment owned by Assignor and situated on the Project and all additions, alterations, modifications, and improvements thereof.

6. **Notice Address.** The Assignee represents that the notice address of the Assignee for purposes of the IRB Documents is:

DAMAC Digital Solution Kansas LLC
c/o DAMAC Properties Co. LLC
DAMAC Executive Heights, Jabel Ali Race Course Rd.

Barsha Heights. P.O. Box: 2195
Dubai, United Arab Emirates
Attention: Henry Shatwell
Email: Henry.shatwell@damacgroup.com

7. **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.

8. **Receipt of Transcript; Delivery of Insurance Certificates.** The Assignee hereby represents that it has received and reviewed complete copies of the IRB Documents and has delivered to the City and Trustee evidence of insurance as required under Sections 7.2 and 7.3 of the Lease Agreement

9. **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.

10. **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.

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

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

[SIGNATURE PAGES FOLLOW]

ASSIGNEE:

DAMAC DIGITAL SOLUTION KANSAS LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2025, appeared _____, to me personally known, who being duly sworn did say that he is the _____ of DAMAC Digital Solution Kansas LLC, a Delaware limited liability company (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

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

[SEAL]

Notary Public

My commission expires _____

CONSENT OF THE CITY OF EDGERTON, KANSAS

The City hereby acknowledges, consents and agrees to the execution and delivery of this Assignment and Assumption of IRB Documents dated as of the date first set forth above between IPXXXI 196 Street LLC, a Delaware limited liability company, and DAMAC Digital Solution Kansas LLC, a Delaware limited liability company.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Name: Donald Roberts
Its: Mayor

ATTEST:

Name: Dusti Callahan
Its: City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ___ day of _____, 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
Printed Name: _____

My commission expires _____

SCHEDULE 1

LEGAL DESCRIPTION OF REAL PROPERTY

Lot 1, LOGISTICS PARK KANSAS CITY PHASE IV, SECOND PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas.

City Council Action Item

Council Meeting Date: November 13, 2025

Department: Administration

Agenda Item: Consider a Contract with ElevateEdgerton! For Economic Development Services for 2026

Background/Description of Item:

ElevateEdgerton! was formed in early 2017 as a public-private entity dedicated to driving development to Edgerton. James Oltman, President for ElevateEdgerton!, presented to the Edgerton City Council the request for 2026 funding allocation as part of the annual budget process. City Council approved the 2026 Budget request to include: \$67,500 membership contribution and \$10,000 of in-kind contribution of time from the City's Marketing/Communications employee.

The City of Edgerton requires an annual agreement for this type of funding allocation, similar to other partner agencies. Included is the draft agreement for economic development services for 2026 with ElevateEdgerton!. The draft agreement requires ElevateEdgerton! to prepare a plan of work for the contract year, which is also included with the packet. The term of this agreement shall be for one year commencing on January 1, 2026 through December 31, 2026.

Attracting businesses to the City is a time-consuming process that requires specialized knowledge to develop strong partnerships. Due to the significant importance of continued development and growth of the business sector within the City, staff recommends the City Council continue to secure these services from ElevateEdgerton!.

The Agreement has been previously reviewed and approved by City Attorney. Any changes recommended for 2026 would be presented during the City Council meeting.

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



Funding Source: General Fund – Economic Development

Budget Allocated: \$67,500

Finance Director Approval: x 
Karen Kindle, Finance Director

<p>Recommendation: Approve a Contract with ElevateEdgerton! For Economic Development Services for 2026 for \$67,500</p>
--

Enclosed: Draft Agreement with ElevateEdgerton!
Economic Development Highlights
2026 Scope of Services

Prepared by: Kara Banks, Assistant to the City Administrator

AGREEMENT

THIS CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES (“Renewal”) is made and entered into as of this 13th day of November, 2025, by and between the City of Edgerton, Kansas (the “City”) and ElevateEdgerton! (the "EDC"), a Kansas not-for-profit corporation.

The EDC has been organized by representatives of the business community and certain government agencies in and around the City of Edgerton, Kansas for the purpose of promoting economic growth in the area, and

The City of Edgerton desires to procure from the EDC certain services in support of the City's plan for continued economic development and growth.

Therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

1. **SERVICES.** The EDC agrees to provide, through its professional staff, the following services to the City:

a. **MARKETING.** The EDC shall provide support to the City and its staff in marketing the business advantages to potential corporate residents, which support shall include, but is not limited to, market research, accumulation of data concerning prospective tenants, development and distribution of marketing materials, attendance at trade shows, conventions and other events where appropriate market intelligence can be gained, and other activities deemed appropriate by the parties. The EDC shall initiate such activities as it deems appropriate to ensure that the City is well represented in the commercial and industrial real estate market both regionally and nationally.

b. **EXISTING BUSINESS RELATIONS.** The EDC, through its professional staff, shall assist the City and its staff in establishing and maintaining relationships with the existing businesses, to assist those businesses in developing and expanding their facilities at the City and to identify and pursue potential linkages with other businesses who may be candidates for locating to the City. EDC staff shall specifically and purposefully offer its services to each and every business in the City. The EDC shall develop a means of annually contacting the managers of these businesses informing them about the services available through the EDC. EDC staff shall annually survey these businesses to update information about expansion opportunities.

c. **BUSINESS RECRUITMENT.** The EDC shall initiate an aggressive program to identify and recruit new businesses to the City. The EDC shall undertake specific efforts to identify target businesses by industry and by name, to inform those businesses of the opportunities for locating to the City, and to follow-up with qualified prospects in order to prepare development proposals. EDC staff shall participate in joint efforts at the local, regional and state levels to recruit new businesses to the City.

d. **DEVELOPMENT PROPOSALS.** EDC staff shall assist existing businesses and prospective new businesses in preparing development proposals for the consideration of the City. EDC staff shall become familiar with every aspect of economic development as it applies to the

City, and shall develop an understanding of the City's objectives in developing the commercial and industrial sectors of the City. EDC staff shall act as facilitator for prospective business development and shall assist in the presentation of the development proposal to the various jurisdictions having oversight on the development in the City. EDC staff shall strive to develop a "one-stop shopping" approach for development proposals so that a proponent of a project can get virtually all of his or her questions answered by or through the EDC staff.

2. **PERFORMANCE STANDARDS.** The EDC shall establish a plan of work in which the specific activities to be performed by the EDC staff are delineated. Such plan of work shall specifically address the nature and scope of services to be provided to the City and shall establish performance criteria by which the EDC staff's individual performance will be measured. Such plan of work shall be prepared annually and shall be subject to the approval of the City Administrator prior to adoption by the board of directors of the EDC.
3. **COMPENSATION.** In consideration of the services to be provided by the EDC, the City shall pay to the EDC the sum of \$67,500, payable at the rate of \$67,500 on the first day of the month of February. The EDC shall prepare an invoice for each annual payment and submit such invoice to the City 30 days prior to the scheduled payment.
4. **TERM.** The term of this agreement shall be for one year commencing on January 1, 2026, and terminating on December 31, 2026.
5. **RENEWAL.** This agreement may be renewed annually by mutual agreement of the parties.
6. **NO AGENCY RELATIONSHIP.** Notwithstanding anything to the contrary contained in this Agreement, the EDC and its employees shall not hold itself or themselves out as, and shall not be, an agent for the City. Neither the EDC nor its employees shall have authority to enter into agreements, leases, or other commitments on behalf of the City.
7. **INDEMNITY.** Each party to this agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation of liability provided under the Kansas Tort Claims Act.
8. **INSURANCE.** The EDC shall be solely responsible for obtaining all insurance coverages that it deems necessary or desirable in connection with its business and its obligations under this Agreement, including, but not limited to, general liability, workers compensation, and automobile liability coverage.
9. **TERMINATION.** In the event one party breaches this Agreement the other party may declare this Agreement in default. The non-breaching party may terminate this Agreement upon thirty days notice to the breaching party and this Agreement shall thereafter terminate unless the default is cured within such thirty days.
10. **DUTIES UPON EXPIRATION OR TERMINATION.** It is acknowledged and agreed that in the course of performing its obligations under this Agreement the EDC will compile and prepare certain market information, client lists, data bases and other information relating to the City operations,

businesses, prospective businesses, and other information, all of which shall become the property of the City upon the expiration or earlier termination of this Agreement. EDC agrees to deliver to the City all such information not later than the fifth business day following the expiration or earlier termination of the Agreement. All such information shall be kept confidential by EDC following the expiration or earlier termination of this Agreement and EDC agrees not to disclose such information to any third party except as required by law.

11. FUNDING. The parties acknowledge that the EDC's ability to fulfill the terms of this Agreement is contingent upon continued funding by its members, and that such funding is currently primarily comprised of voluntary contributions. EDC shall make reasonable efforts to gain continuing financial support through expanded membership and through other funding sources, such as grants-in-aid and service contracts with other agencies and organizations.

IN WITNESS WHEREOF, the parties hereto have set their hand this 13th day of November, 2025, at Johnson County, Kansas.

ElevateEdgerton!

CITY OF EDGERTON, KANSAS

President

Mayor



To: Edgerton City Council

From: James Oltman – President, ElevateEdgerton!

Re: 2026 Contract for Economic Development Services

Date: 5/14/2025

Overview

ElevateEdgerton! has been operating as a 501(c)6 membership-based organization since the beginning of 2017. Since formation ElevateEdgerton! has contracted with the City of Edgerton for Economic Development Services and in consultation with the City of Edgerton, ElevateEdgerton! has focused its efforts on residential development recruitment, commercial development recruitment, workforce development efforts and being a resource in the continued growth of Logistics Park Kansas City.

Prior to the formation of ElevateEdgerton! in 2017 the City of Edgerton previously executed a contract for Economic Development Services with the Southwest Johnson County Economic Development Corporation (SWJCEDC). At that time, SWJCEDC split their efforts between the City of Edgerton, the City of Gardner, and New Century Airfield.

The purpose/mission of ElevateEdgerton! (EE!) is to promote/facilitate organized growth of the Edgerton, KS and Logistics Park Kansas City (LPKC) community by taking advantage of opportunities available because of the Burlington Northern Santa Fe Intermodal Facility.

2024-2025 ElevateEdgerton! Officers

Ben Gasper – Chair – SMH Consultants
Preston Moore – Vice-Chair – Nabholz Construction

2024-2025 ElevateEdgerton! Officers

Preston Moore – Chair – Nabholz Construction
Matt Ambrose – Vice-Chair – Ambrose

2026 Scope of Economic Development Services

- Housing development efforts
 - Raise awareness in the development community of Edgerton as a viable development market
 - Maintain and update inventory of properties well positioned for residential development
 - Meet with potential housing developers about new residential construction in Edgerton
 - Compile data relevant to aiding housing development efforts
- Retail/commercial recruitment efforts
 - Continue to assess the needs of the community and proceed accordingly
 - Maintain and update marketing material specifically geared towards commercial recruitment
 - Attend events and meetings geared towards active recruitment of retail/commercial
- Workforce
 - Host quarterly LPKC appreciation luncheons for all LPKC tenants
 - Partner with USD 231 on apprenticeship opportunities
 - Regional marketing for LPKC employment opportunities
- Represent Edgerton within the following organizations:
 - Team Kansas
 - Kansas Economic Development Alliance
 - Kansas City Area Development Council
 - Kansas City SmartPort
 - Johnson County Economic Research Institute
 - Southern Economic Development Council
 - Greater Kansas City Foreign Trade Zone
 - Kansas Housing Association
 - Johnson County Transportation Council

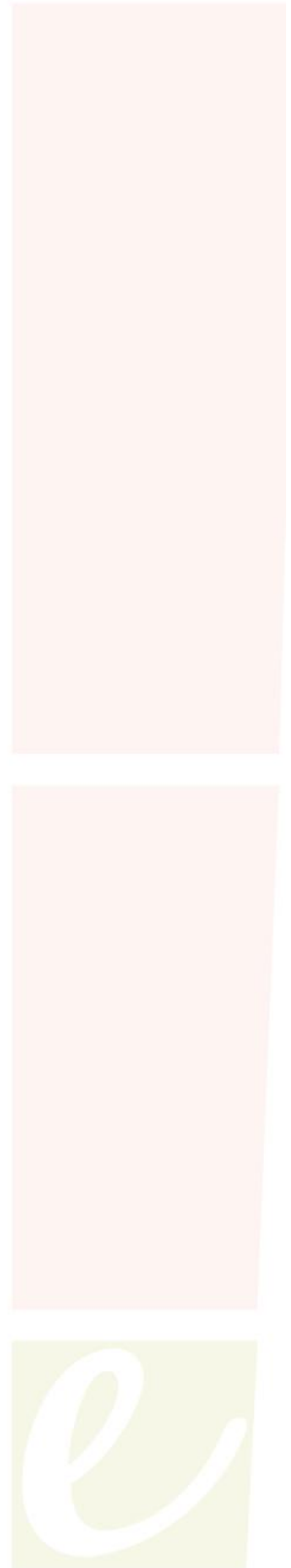




Financial terms of the 2026 Contract for Economic Development Services:

\$67,500.00 cash contribution

\$10,000 in-kind contributions from City of Edgerton Marketing and Communications employee



YEAR IN REVIEW

HIGHLIGHTS FROM A YEAR OF GROWTH

DWYER FARMS

Phase I close to completion

PROJECT DYNAMITE

600 housing units; community commercial district

IHOP

Opened May 2025

SCOOPY'S

Opened May 2025

EL FVATE |

City Council Action Item

Council Meeting Date: November 13, 2025

Department: Facilities

Agenda Item: Consider Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum

Background/Description of Item: In 2013, the Edgerton Historic Society opened the Edgerton Community Museum at 406 East Nelson adjacent to City Hall. In December of that year and annually since, Edgerton City Council has approved a Facility Use and Maintenance Agreement with the Historic Society for the use of the museum building similar to the Agreement with Johnson County Library, since it is housed in a building owned by the City.

The enclosed draft agreement continues that arrangement for 2026. The agreement contemplates that EHS would agree to pay the city a monthly Usage and Maintenance Fee. In the past years, City Council set the fee at \$1 for the entirety of that agreement year. For 2026, the City Council may determine an appropriate amount and insert it into the agreement.

There have been no changes to this agreement since the previous approval year. The agreement, if approved, is valid for one year beginning January 1, 2026 through December 31, 2026. Either party may elect not to renew the agreement with two months prior notice.

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

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum

Enclosed: Draft Facility Use and Maintenance Agreement

Prepared by: Levi Meyer, Parks and Recreation Director

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this _____th day of December, 2025, by and between the City of Edgerton (hereinafter the “City”) and the Board of Directors of the Edgerton Historic Society (hereinafter “EHS”). The parties agree as follows:

SECTION ONE: City’s Agreement to Make a Facility Available for the Edgerton Community Museum. City owns a former home located at 406 East Nelson (hereinafter “the Facility”) and desires to enter into a Use and Maintenance Agreement (hereinafter “the Agreement”) authorizing EHS to use an agreed area of the Facility (hereinafter the “Museum”) for the purposes of establishing and maintaining the Edgerton Community Museum.

SECTION TWO: EHS’s Agreement to Maintain a Museum at the Facility. EHS has approved the establishment and maintenance of the Edgerton Community Museum at the Facility, and EHS desires to establish and maintain a public museum at the Facility.

SECTION THREE: CITY’S RESPONSIBILTIES

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall, at its sole expense, prepare the Facility and the Museum Site for use by EHS. The City warrants that the Facility and the Museum Site will be completed in a manner that assures that the Facility and the Museum Site will be in compliance with all federal, state, county, and city laws and building and zoning codes (necessary ADA improvements to the second floor excepted), and that the City will, at its sole expense, bring the Facility or Museum Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.
2. Signage. The City agrees that EHS shall be permitted to place appropriate signs on the exterior of the Facility or on the property identifying the museum, subject to City zoning and building codes.
3. Maintenance of the Facility. The City agrees that it will, at its sole expense, maintain the grounds and sidewalk surrounding the Facility; mow the grass; remove snow and ice from the parking lot, ADA ramp and sidewalk areas around the Facility (not including the porch); maintain all electrical, plumbing, mechanical, heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Facility in a manner that makes the Facility safe and free of hazards for use by EHS patrons; arrange for pest and insect control; and arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by EHS patrons and the citizens of Edgerton. EHS may perform capital improvements to the museum but only with the written consent and approval of the City. The City may enter the Museum at any time to inspect and/or verify building structure and/or systems are functioning properly.
4. Utilities. The City will be responsible to make all payments due for utilities used at the Museum Site.

SECTION FOUR: EHS'S RESPONSIBILITIES

1. Agreement to Use the Museum Site. EHS agrees to establish and maintain a public community museum at the Museum Site of the Facility. The parties agree that museum services and selection of materials are the sole prerogative of EHS.
2. Museum Operations. During the term of this Agreement, EHS shall operate the hours of the museum as determined by EHS so long as those hours of operation are within those that the Edgerton Library is open to the public. The Edgerton Library provides public restroom facilities to the patrons of the museum. Exhibits within the museum open to the public shall only operate on the first floor of the museum until such time as accommodations for ADA accessibility requirements are made to the second floor. The second floor of the museum shall be used for storage purposes only with access to that storage limited to members of the EHS.
3. Usage of Facilities for City Functions. EHS agrees to allow the City to use the Facility for City functions following reasonable notice if the Facility is not otherwise reserved for use by another party.
4. Usage and Maintenance Fee. EHS agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of \$ ____ per year. The Fee shall be paid annually by the first day of the year.
5. Security. EHS shall be solely responsible for securing the Museum Site and safeguarding EHS materials used in the operation of the public community museum at the Museum Site. The City agrees all such security measures are the sole prerogative of EHS. The City will control the locks for entrance into the building including providing a key for use by EHS and changing the locks as necessary.
6. Maintenance of Museum Site and Payment of Utilities. EHS agrees to maintain and keep in good repair the Museum Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Museum Site.
7. Use of Exterior of Property. EHS may place historical artifacts on the surrounding grounds with permission from the City.

SECTION FIVE: FAILURE TO MAKE REPAIRS

The City agrees to respond promptly when advised pursuant to Section Three of this Agreement of needed repairs or service to the Facility, the surrounding grounds, sidewalks, and parking. In the event that the City does not, within a reasonable period of time, respond to the call for repair or services, EHS may undertake such repair or service on its own, and the City agrees to reimburse EHS for the reasonable cost of any such repair or service.

SECTION SIX: TERM

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

SECTION SEVEN: INSURANCE AND HOLD HARMLESS


1. City's Insurance. The City agrees to maintain insurance for the structure.
2. EHS's Insurance. EHS agrees to maintain throughout the term of this lease (and provide The City with a formal Accord 25 certificate of insurance documenting such coverage is in force), the following minimum coverages:
 - a. Commercial General Liability on an occurrence basis, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The City shall be included as an additional insured, on a primary basis, non-contributory with any other insurance carried by The City.
 - b. Commercial Property insurance covering all items of EHS property on the premises and tenant improvements and alterations. The City and EHS hereby waive and request that their insurers waive any right of recovery/subrogation against each other on account of any loss or damage to property, to the extent covered by the commercial property insurance required above.
 - c. Workers Compensation insurance providing statutory benefits to EHS employees and employers liability insurance with limits of not less than \$500,000.
 - d. Directors & Officers and Employment Practices Liability insurance with a per claim limit of not less than \$500,000, and with defense costs provided in addition to such limit of liability. EPL coverage is also to extend to third party claimants.
3. Hold Harmless. Each party agrees to protect, defend, indemnify and hold the party and their officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly out of its error, omission or negligent act.
4. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.
5. Kansas Tort Claims Act. Nothing herein shall be construed as the City waiving its immunities and liability limitations afforded to the City by the Kansas Tort Claims Act.

IN WITNESS WHEREOF, the parties have set their hands this ____ day of December, 2025.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE
EDGERTON HISTORIC SOCIETY

Donald Roberts, Mayor



President in lieu of Chair

ATTEST:

ATTEST:

Dusti Callahan, City Clerk

Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Todd Luckman, City Attorney

Attorney

City Council Action Item

Council Meeting Date: November 13, 2025

Department: Administration

Agenda Item: Consider Resolution No. 11-13-25C To Submit To The Qualified Electors Of The City Of Edgerton, Kansas, The Proposition Of Levying A One Percent (1%) Special Purpose Sales Tax Within The City 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.

Background/Description of Item:

On October 9, 2025, Edgerton City Council held the 2026-2030 Capital Improvement Work Session. As part of this meeting, staff presented a summary of current revenue sources as well as potential additional revenue sources for consideration, including a Special Purpose Local Sales Tax. At this work session, City Council provided direction for Staff to present additional information about the Special Sales Tax (dedicated sales tax).

At the October 23, 2025, City Council meeting, staff presented the statutory authority for Special Sales Tax and the process for consideration of this tool. In the State of Kansas, a "Special Sales Tax" generally refers to a local sales tax imposed by the city that is levied in addition to the State of Kansas general sales tax structure. **The local tax/special sales tax requires voter approval.**

At the October 23rd meeting, City Council provided the direction to proceed with the steps to conduct a mail ballot special election, for the proposition of levying a special purpose sales tax focus on stormwater and street infrastructure projects. City Council directed staff to draft the resolution proposing a one percent (1%) Special Purpose Sales Tax.

Based on that direction, Staff prepared the enclosed resolution with draft ballot language. This resolution has been reviewed and approved by the City Attorney.

If the draft resolution is approved, the timeline for the special election would be as follows.

November 2025	City submits approved ballot language
December 2025	Approval from the Secretary of State to hold mail ballot election
January 2026	Public Notice of Election with 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 by voters, the tax would take effect on October 1, 2026, with the first distribution to the City in December 2026. Per state law the tax will sunset at the end of a ten-year period. If this measure is approved by the voting electors the new sales tax rate will be 9.975%.

COST OF SPECIAL ELECTION

By state law, the City is responsible for the actual cost incurred by the County Election Commissioner to hold a special mail ballot election. The estimated cost is between \$3.50 and \$4.50 per registered voter, this is predominantly for the printing and mailing of ballots. Currently, Edgerton has approximately 1150 registered voters. Therefore, the total estimated cost for a mail ballot election would be between \$4,100 and \$5,200. Additionally, staff suggested an additional \$1000 to produce informational materials for voters and other public education efforts. There are sufficient funds available within the City’s Economic Development Department for the cost of the election.

POSSIBLE REVENUE GENERATED

During the CIP Work Session, Staff presented estimated revenue generated by 1% Dedicated Special Sales Tax as \$700,000 annually, or a total of \$7,000,000 in total over 10 years. If passed by voters, the Special Sales Tax would apply to both the City’s Sales Tax and City’s Use Tax. Today, 82% of the City’s Sales Tax Collections originate from Logistics Park Kansas City businesses, compared to For City Sales Tax to 18% by residents.


PUBLIC INFORMATION CAMPAIGN

Cities are permitted to provide information to the voting public about the Special Sales Tax, including its intended purpose and uses. A public information campaign would be developed and presented to City Council if the draft resolution is approved

Related Ordinance(s) or Statue(s): K.S.A. 25-431 et seq

Funding Source: For the election cost: General Fund – Economic Development Department 2026 Budget

Budget Allocated: \$10,000

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Resolution No. 11-13-25C To Submit To The Qualified Electors Of The City Of Edgerton, Kansas, The Proposition Of Levying A One Percent (1%) Special Purpose Sales Tax Within The City 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.

Enclosed:

Draft Resolution No. 11-13-25C

Prepared by:

Trey Whitaker, Assistant to the City Administrator

RESOLUTION NO. 11-13-25C

A RESOLUTION TO SUBMIT TO THE QUALIFIED ELECTORS OF THE CITY OF EDGERTON, KANSAS, THE PROPOSITION OF LEVYING A ONE PERCENT (1%) SPECIAL PURPOSE SALES TAX WITHIN THE CITY 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.

WHEREAS, K.S.A 12-189 et seq., as amended, authorize the City of Edgerton ("City") to submit to the qualified electors for the City the proposition of levying a one percent (1%) special purpose City Sales Tax; and

WHEREAS, the City Council finds and determines that additional revenue is necessary and desirable to fund City infrastructure improvements, including the repairing, rebuilding, rehabilitating, upgrading, constructing and improving of stormwater and street infrastructure including stormwater structures and facilities, streets, curb and gutters, sidewalks, bridges, streetlights, and other adjacent public use infrastructure needs, and all things necessary to such projects; and

WHEREAS, the Edgerton City Council finds and determines it is in the best interest of the City to raise additional revenue by creating and levying of a one percent (1%) special use City Sales Tax, such tax to take effect on October 1, 2026, and ending September 30, 2036.

WHEREAS, the City Council has determined it is the best interest of the City to call for a special election for the authority to levy such tax.

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

Section 1. A special mail ballot election shall be held in the manner prescribed by law on the first Tuesday, following the first Monday, in March; that date being March 3, 2026 for the purpose of submitting to the qualified electors of the City of Edgerton, the question of levying of a special purpose City Sales Tax within the City, in the amount of one percent (1%) to be used for the purpose of funding City infrastructure improvements, including the repairing, rebuilding, rehabilitating, upgrading, constructing and improving of stormwater and street infrastructure including stormwater structures and facilities, streets, curb and gutters, sidewalks, bridges, streetlights, and other adjacent public use infrastructure needs, and all things necessary to such projects. If approved, such tax will be an additional tax from what is currently levied. If approved by a majority of the electors voting on the proposition, such tax shall take effect on October 1, 2026, at one percent (1%) special purpose City Sales Tax, and end on September 30, 2036.

Section 2. At the special election, the proposition to be voted on shall appear on the ballot as follows:

Shall the City of Edgerton, Kansas ("City") be authorized to levy a one percent (1%) special purpose City Sales Tax within the City, and to use the revenue from the tax, in whole or in part, with any other funds:

- (a) to fund stormwater infrastructure improvements including the repairing, rebuilding, rehabilitating, upgrading, constructing and improving stormwater infrastructure including structures, pipes, facilities and other adjacent stormwater improvement needs;
- (b) to fund street infrastructure improvements including the repairing, rebuilding, upgrading, constructing, and improving streets, curb and gutters, sidewalks, bridges, streetlights and other adjacent City infrastructure;
- (c) to fund all things related to and necessary to construct and finance such projects including bonds and other obligations;

Provided that such tax shall take effect October 1, 2026, and such tax will expire ten (10) years later on September 30, 2036.

Section 3. The Johnson County Election Commissioner is requested to conduct the special election as a mail ballot election in accordance with the Mail Ballot Election Act, K.S.A. 25-431 et seq., as amended; to prepare a written plan for the conduct of the election as a mail ballot election; to see approval of the written plan from the Secretary of State of Kansas; and, in conjunction with the City Clerk, to cause notice of the mail ballot special election to be published in accordance with K.S.A. 12-189 et seq., as amended, and K.S.A. 10-120.

Section 4. If approved by a majority of the electors voting thereon, such tax shall be subject to all applicable state laws and administrative rules and regulations of the Kansas Department of Revenue and the services of the Kansas Department of Revenue shall be utilized to administer, enforce and collect such tax.

Section 5. The City Clerk is authorized and directed to deliver this Resolution and a notice of the election (is substantially the same form attached to this Resolution) to the Election Commissioner of Johnson County, Kansas, who is authorized to and shall give notice of the election, as provided by law, by publishing the notice of election once each week for two consecutive weeks in a newspaper of general circulation in the City, as provided by K.S.A. 10-120, with the first publication to be not less than twenty-one days prior to the date of the election. The vote at the election shall be by mail ballot, and the proposition stated above shall be printed on the mail ballot, together with voting instructions as provided by law.

Section 5. This Resolution shall take effect from and after its adoption by the Governing Body of the City.

ATTEST:

CITY OF EDGERTON, KANSAS

Dusti Callahan, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Todd Luckman for

Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: November 13, 2025

Department: Public Works

Agenda Item: Consider Change Order No. 1 and Final Acceptance for Contract with Braun Intertec to Evaluate the Concrete Scaling of Exterior Pavement at The Greenspace

Background/Description of Item:

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

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

Braun Intertec provided the report to City Staff. Six cores were initially taken from various locations throughout The Greenspace project. Two cores were submitted for the petrographic analysis. A summary of the reported findings are below and were presented to City Council on October 23, 2025.

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

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

As reported to City Council on October 23, 2025, City staff has shared the Braun Report with the entire Project Team for The Greenspace, and then met with the entire team onsite. During that meeting, Combes Construction concrete supplier (Geiger) shared information describing similar concerns nationwide concern due to a new type of cement mix (Type 1L) mandated in the industry. A summary of the changes to the concrete industry as a relates to this mix are below.

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

At that same meeting, Edgerton City Council approved a Contract Amendment from Combes Construction to mitigate the concrete concerns that included sealing portions of concrete not scheduled for replacement, re-evaluation and replacement of portions of concrete next spring, and extension of the warranty for the concrete replaced.

The original proposal from Braun Intertec approved by City Council was estimated at \$16,028. However, the actual hours to perform the analysis were slighter higher due to timing of site visits from out-of-state and additional hours for analysis, project management and reporting time. Braun Intertec has submitted a final invoice for actual hours performed. Below is a summary of the increase by project task.

Original Contract Amount		\$16,028.00	
Change Order	Description	Amount	Approval
#1	Additional time on site. Additional hours of analysis, project management and reporting	\$ 1,647.22	No, Governing Body
Final Contract Amount		\$17,675.22	

The City 's Purchasing Policy sets the approval authority for change orders as summarized in the table below.

Change Order Amount	Authorizing Party
<ul style="list-style-type: none"> • Less than 10% of the approved amount for the project or item; and • Less than \$15,000; and • Does not cause the project/item to exceed the budget for the project/item. 	City Administrator
Greater than 10% of the approved amount for the project or item	Governing Body
Greater than \$15,000	Governing Body
Causes the project/item budget to be exceeded	Governing Body

The total contract amount is still within the remaining project budget.

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

Funding Source: GO Bonds

Budget Allocated: \$8,704,950

Finance Director Approval: 
 Karen Kindle, Finance Director

Recommendation: Approve Change Order No. 1 and Final Acceptance for Contract with Braun Intertec to Evaluate the Concrete Scaling of Exterior Pavement at The Greenspace

Enclosed: Braun Intertec – Change Order No. 1

Prepared by: Beth Linn, City Administrator

Change Order Authorization

B2503121 - Change Order 1

The Greenspace Concrete Scaling Evaluation

Date: 9/17/25

Client:	Work Site Address:	Service Description:
City of Edgerton - Kansas Holly Robertson 404 East Nelson PO Box 255 Edgerton, KS 66021	303 East Nelson Street Edgerton, KS 66021	

Additional Services

Change Order Details								
Description	Action	Total Quantity		Sales Price		Total Sales Amount		CO Total
		Orig	New	Orig	New	Orig	New	
Project: B2503121 - The Greenspace Concrete Scaling Evaluation						\$16,028.00	\$17,675.22	\$1,647.22
Phase: 1 -Concrete Coring & Petrography						\$16,028.00	\$17,675.22	\$1,647.22
Activity: 1.1 -Engineering time on site						\$3,652.00	\$5,268.97	\$1,616.97
126 -Project Engineer	Update	12.00	18.00	236.00		2,832.00	4,248.00	1,416.00
4911 -Miscellaneous Credit	Add		(1.00)		804.91		-804.91	-804.91
AIRFARE -Airfare	No change	1.00		700.00		700.00		
Parking -Parking	No change	1.00		120.00		120.00		
AIRFARE -Airfare	Add		1.00		492.52		492.52	492.52
HOTEL -Hotel	Add		2.00		183.79		367.58	367.58
VEH_TRAVEL_EXP -Car Rental (non-Business Development)	Add		1.00		145.78		145.78	145.78
Activity: 1.2 -Coring Crew						\$1,816.00	\$1,260.00	(\$556.00)
298 -Concrete/Bituminous/Masonry Coring	Update	6.00	4.00	278.00		1,668.00	1,112.00	-556.00
1858 -Trip Charge	No change	1.00		40.00		40.00		
1405 -Bit wear and patch material, per core	No change	4.00		27.00		108.00		
Activity: 1.3 -Laboratory Analysis						\$5,768.00		
1460 -Petrographic Examination of Harden Concrete, including Air Content (ASTM C856 and C457)	No change	2.00		2,884.00		5,768.00		
Activity: 1.4 -Project Management & Reporting						\$4,792.00	\$5,378.25	\$586.25
126 -Project Engineer	Update	12.00	13.00	236.00		2,832.00	3,068.00	236.00
135 -Principal Consultant	No change	4.00		335.00		1,340.00		
199 -Principal Engineer/Architect/Scientist	Add		0.75		317.00		237.75	237.75
138 -Project Assistant	Update	4.00	5.25	90.00		360.00	472.50	112.50
125 -Project Control Specialist	No change	2.00		130.00		260.00		

Change Order Authorization

B2503121 - Change Order 1

The Greenspace Concrete Scaling Evaluation

Date: 9/17/25

Budget Summary	
	Amount
Original Contract Amount: Coring, Petrography	\$16,028.00
Change Order 1 - Pending:	\$1,647.22
Revised Budget: The new total budget after pending change orders	\$17,675.22

Authorization

Braun Intertec Corporation	Customer
<ul style="list-style-type: none"> Additional time required due to changes in available flights from the time of proposal issue to the time of the scheduled site visit Adjustment from previous invoice reflects removal of hotel and rental vehicle charges Additional project management and reporting time required due to frequent status update requests <p>Sincerely, BRAUN INTERTEC CORPORATION</p> <p>Derek Lalim Project Engineer - Concrete Science</p> <p>Alf Gardiner Director – Concrete Science</p>	<p>The change order is accepted, and you are authorized to proceed.</p> <hr/> <p>Authorizer's Firm</p> <hr/> <p>Authorizer's Signature</p> <hr/> <p>Authorizer's Name (please print or type)</p> <hr/> <p>Authorizer's Title</p> <hr/> <p>Date</p>