

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
January 23, 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 January 9, 2025 Regular City Council Meeting
5. Approve Temporary Construction Easement for Joy and Deven Ayres at 101 E Edgewood Dr. for the 2nd Street Reconstruction Project
6. Approve Permanent Drainage Easement and Temporary Construction Easement for Andrew Schwarting at 104 E Meriwood Ln. for the 2nd Street Reconstruction Project
7. Approve Permanent Sanitary Sewer Easement and Temporary Construction Easement for Melissa and David Franq at 217 W Edgewood Dr. for the 2nd Street Reconstruction Project
8. Approve a 4-year Lease with LEAF, Inc., and a 4-year Maintenance Agreement with MAPS, Inc., for a Multi-Function Printer/Copier for The Greenspace
9. Approve a Grant Agreement between Kansas Department of Transportation and the City of Edgerton to Accept Funding through the Cost Share Program of \$1,000,000.00 for the East 2nd Street Improvement Project (2nd Street Reconstruction Project)

Motion: _____ Second: _____ Vote: _____

Regular Agenda

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

11. Public Comments. The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

The Mayor may modify these provisions, as necessary. The Mayor may limit any unnecessary, off-topic, or redundant comments or presentations. Speakers should address their comments to City Council members only and should not speak to fellow audience members. City Council members will not engage in a dialogue or debate with speakers.

Speakers and audience members should conduct themselves in a civil and respectful manner. Disruptive conduct may result in removal from the meeting.

Business Requiring Action

12. **CONSIDER RESOLUTION NO. 01-23-25A CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT, AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC V, LLC PROJECT), SERIES 2016**

Motion: _____ Second: _____ Vote: _____

13. **CONSIDER RESOLUTION NO. 01-23-25B CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT, AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XII, LLC PROJECT), SERIES 2015**

Motion: _____ Second: _____ Vote: _____

14. **CONSIDER RESOLUTION NO. 01-23-25C CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT, AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XIV, LLC PROJECT), SERIES 2015 AND SERIEST 2016**

Motion: _____ Second: _____ Vote: _____

15. **Report by the City Administrator**

- Community Development 4th Quarter Report
- Public Works 4th Quarter Report
- Utilities 4th Quarter Report
- Report on 2025-2029 CIP Work Session

16. **Report by the Mayor**

17. **Future Meeting Reminders:**

February 11: Planning Commission Meeting
February 13: City Council Meeting
February 27: City Council Meeting
March 11: Planning Commission Meeting
March 13: City Council Meeting
March 27: City Council Meeting

18. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPTION TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR, PUBLIC WORKS DIRECTOR AND CIP PROJECT MANAGER TO DISCUSS CONTRACT NEGOTIATIONS (K.S.A. 75- 4319(B)(2))**

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

EVENTS

February 11: Tales for Tots
February 14: Handmade with Love: Valentines Craft Stations
February 19: Senior Lunch & BINGO
February 25: Mardi Gras Fat Tuesday
March 8: Building a Bug Hotel
March 11: Tales for Tots
March 19: Senior Lunch & BINGO
March 17-21: Spring Break Activities

City of Edgerton, Kansas
Minutes of City Council Regular Session
January 9, 2025

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas January 9, 2025. The meeting convened at 7:00PM with Mayor Roberts absent and President of the Council, Councilmember Longanecker presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Clerk, Alex Clower
- City Attorney, Todd Luckman
- Assistant to the City Administrator, Kara Banks
- Assistant to the City Administrator, Trey Whitaker
- Public Works Director, Dan Merkh
- CIP Project Manager, Holly Robertson
- Public Works Foreman, Chase Forrester
- Finance Director, Karen Kindle
- Senior Accountant, Justin Vermillion
- Development Services Director, Zach Moore
- Parks and Recreation Director, Levi Meyer
- Recreation Superintendent, Brittany Paddock
- Customer Service Specialist II, Valerie Griffin

2. WELCOME. Councilmember Longanecker 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 December 12, 2024 Regular City Council Meeting
5. Approve Final Acceptance of 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project
6. Approve Renewal of the Agreement with CBK, Inc., for Collection Services
7. Approve Temporary Construction Easement for Charles Crooks at 602 E 2nd St. for the 2nd Street Reconstruction Project

8. Approve Temporary Construction Easement for Levi Miller at 213 W Edgewood Dr. for the 2nd Street Reconstruction Project

Councilmember Lebakken moved to approve the Consent Agenda, seconded by Councilmember Malloy. The Consent Agenda was approved, 4-0.

Regular Agenda

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

10. **Public Comments.**

Mr. Bill LaFalce addressed the Council. He thanked the Council for allowing him the time to speak and attend the meetings. He presented the City with handmade replicas of a covered wagon and a Civil War-era cannon. He stated we need to preserve our history going forward and maybe look at expanding what we currently have. He stated both items would have been used around the time that the City of Edgerton was established in the 1800s.

11. **Introduction** of New Hire, Valerie Griffin, Customer Service Specialist II - Parks & Recreation.

Mr. Meyer & Ms. Paddock introduced the newest hire to the Edgerton Recreation Department Team. Ms. Valerie Griffin will be greeting customers at The Greenspace at the front desk.

Ms. Griffin introduced herself to the council and stated she has lived in the community for 8 years or so, came from Casey's in Gardner and before that, opened the Dollar General here in Edgerton.

The council welcomed Valerie to the team.

Ms. Linn stated we are really excited to have Valerie on board, adding this is the first step in getting staffing into The Greenspace and she will be the full time position over there. We will have some part time positions over there as well.

Business Requiring Action

12. **CONSIDER ORDINANCE NO. 2176 AMENDING CHAPTER XIV, SECTION 14-205 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON TO CLARIFY NO PARKING ZONES IN RESIDENTIAL EDGERTON, NO PARKING ZONES IN LPKC, AND LIMITED TIME PARKING ZONES AND REPEALING AND REMOVING CONFLICTING ORDINANCES THEREWITH**

Ms. Banks stated Council has approved various no parking zones and limited time parking zones throughout the city. It was discovered in Municipal Court that the parking restrictions

have caused confusion about which section of the Standard Traffic Ordinance or City Ordinance should be cited. To clarify this, staff is bringing forward this ordinance to cite the specific STO number for each restriction. Staff is not recommending any additional parking restrictions or changing current parking restrictions or changing current parking restrictions in these areas.

There were no questions or comments.

Councilmember Conus made motion to approve Ordinance No. 2176. Councilmember Longenecker seconded the motion. The motion carried, 4-0.

13. CONSIDER A CONTRACT WITH JANI-KING OF KANSAS CITY TO PROVIDE COMMERCIAL CLEANING SERVICES FOR 2025

Mr. Meyer stated in preparation for the annual operating contracts, the City released a RFP for cleaning services for the City's facilities. The city's current cleaning contract expired at the end of the year last year, however at the December 12th Council Meeting, the Governing Body approved a month-to-month contract until a new provider could take over.

Staff sent the RFP which included cleaning services for City Hall, 414 Offices, Studio B Offices, and The Greenspace to 16 service providers. The city received 7 proposals back, two providers declined to bid, including our current provider. Each responding provider also toured all facilities included in the scope of work.

A summary of the proposals is included in the packet. Staff reviewed these proposals for and the ability to meet the city's needs and overall cost.

Staff recommends approving a one-year contract with Jani-King as the preferred company for cleaning services due to their comprehensive service and lowest overall cost proposal. The opportunity for annual renewal will be based on satisfaction and quality of service. Based on the scope of services outlined in the RFP, Jani-King proposed a monthly cost of \$1,790 or \$21,480 annually. The 2025 Facilities Budget is adequate to cover the cost of this contract.

Councilmember Longanecker asked how much more cleaning goes into this and the cost difference from previous provider.

Mr. Meyer stated the cost was close for the current city buildings, but the increase comes from the addition of The Greenspace. He stated there's also an increased level of service with this provider.

There were no further questions or comments.

Councilmember Malloy made motion to approve the contract with Jani-King for cleaning services for City buildings, Councilmember Lebakken seconded the motion. The motion carried, 4-0.

14. Report by the City Administrator

- **WALK ON: Membership Rates for City Employees at The Greenspace**
Ms. Linn stated when presenting the membership rates for residents and non-residents of the facility, staff inadvertently left out the rates for city employees. She recommended Council set employee membership rates at the resident rate.

Councilmember Lebakken made motion to approve setting the employee membership rate at The Greenspace at the same rate as residents. Councilmember Longanecker seconded the motion. The motion carried, 4-0.

- **2024 Recreation in Review**
Ms. Paddock addressed the Council. She stated the attendance at events has gradually increased in her timeframe with the city. She reviewed the number of events and overall attendance, which dropped slightly in 2024 due to weather at several events. She specifically pointed out the rain that kept people away from the July 3rd Community Picnic and Fireworks Show.

She gave a quick overview of the programs and events that saw the most growth and previewed some of the upcoming programs for 2025. She stated she plans to do a cutest pet contest to promote the vaccine clinic and the City will host a spring dance instead of the normal Sweetheart Boogie so it can take place at the new facility. She stated during spring break she will continue to offer something for the kids to do each day. She stated exciting things are to come with the opening of The Greenspace. A big highlight for this last year was the opening of Glendell Acres Park, where over 100 people attended despite the rain most of the morning. With the new shelter, playground and skatepark, we are excited for the community to take advantage of this new park.

Councilmember Longanecker stated he is always amazed with the ideas that Brittany comes up with. He stated she does a great job providing these opportunities to the community.

- **WALK ON: Snow Update**
Mr. Merkh stated the City received around 11 inches of snow, which even higher drifts in places. He stated crews worked 24/7 beginning Saturday, until close of business on Tuesday. Operations did not stop with the two crews of 4 people, working 12 hour shifts. He stated the overall speed of getting one path in and out of each major roadway was very high compared to others. He stated as always, there are places we can improve and we will continue to learn from each winter storm we get. Nevertheless, staff worked tirelessly for the community and overall did a fantastic job. He stated he believes what sets us apart from other jurisdictions is our ability to look at the priorities of roadways and the care needed and change form if needed. He stated the area is anticipated to have another 1-3 inches tonight, so staff worked today to pre-treat roadways.

Councilmember Longanecker stated staff did a great job. There were some complaints, as there always is, but all in all the team did a good job. He stated he had to travel to Desoto after the storm and as he crossed over to a different county, he could tell. He stated this really shows the ability of this county and the teams we have in place.

Mr. Merkh reiterated that staff did do a great job at preparation. This storm, the road grader was already mounted prior to the storm hitting so the drifting that occurred did not really have a bad impact on the ability to treat the roadways.

Ms. Linn stated Weather or Not has continued to show its importance as a vital tool for our team. She stated it was more accurate in accumulation totals and timing. The ability to call crews and know what is expected is vital. This is worth the investment. The team really did a fantastic job.

Councilmember Lebakken stated the guys did an amazing job, not only that, but knowing the equipment we have available, our team is working miracles. She commended the team.

15. Report by the Mayor

Councilmember Longanecker stated with the Mayor absent, he has no report to give.

16. Future Meeting Reminders

Councilmember Longanecker reminded the Council of the future meetings for the Council and Planning Commission.

17. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPTION TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR, PUBLIC WORKS DIRECTOR AND CIP PROJECT MANAGER TO DISCUSS CONTRACT NEGOTIATIONS (K.S.A. 75- 4319(B)(2))

Mayor Roberts requested motion to recess into executive session for a consultation with the City Attorney, which is deemed privileged in an attorney-client relationship (K.S.A. 75-4319B(2)) to discuss contract negotiations. Present in the executive session will be the Governing Body and the following staff members: City Administrator Beth Linn, City Attorney Todd Luckman, Public Works Director Dan Merkh, and CIP Project Manager Holly Robertson.

The executive session will start at 7:37PM and last 5 minutes. The open meeting will resume in the Council Chambers.

Councilmember Longanecker moved to recess into executive session pursuant to K.S.A 75-4319(B)(2) for the purpose of discussing contract negotiations. Councilmember Lebakken seconded the motion.

The meeting recessed into executive session at 7:37PM, 4-0.

Councilmember Longanecker moved to return to open session at 7:42PM to request an additional 5 minutes. Councilmember Lebakken seconded the motion.

Councilmember Longanecker moved to recess into executive session for an additional 5 minutes. Councilmember Lebakken seconded the motion. The meeting recessed into executive session at 7:43PM.

Councilmember Longanecker moved to return to open session with no action being taken. Councilmember Malloy seconded the motion. Open session resumed at 7:48PM, 4-0.

18. Adjourn

Councilmember Lebakken moved to adjourn, seconded by Councilmember Conus. The meeting was adjourned at 7:49PM with a 4-0 vote.

Submitted by Alex Clower, City Clerk

Project Name: 2nd Street Reconstruction
Tract No. 46
Parcel No. 0462030703010002000
(Spouses)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **JOY CROSLEY and DEVEN AYRES**, spouses, hereinafter called Grantors, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One Hundred Forty Four and No/100 Dollars (\$144) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantors hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

A temporary construction easement in part of Lot 50 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows:

Beginning at the Northwest corner of Lot 50 in said subdivision; thence along the West line of said Lot 50 South 01°04'59" West, 8.00 feet; thence departing said West line South 88°55'01" East, 8.81 feet; thence South 01°04'59" West, 14.24 feet; thence South 88°55'01" East, 20.94 feet; thence North 01°04'59" East, 14.24 feet; thence South 88°55'01" East, 45.24 feet to the East line of said Lot 50; thence along said East line

North 01°04'59" East, 8.00 feet to the North line of Lot 50; thence along said North line North 88°55'01" West 74.99 feet to the Point Of Beginning, containing 897 square feet.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire 2 years thereafter, or as otherwise agreed upon between the parties.

Grantors reserve the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of Grantors and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantors and Grantee.

TO THESE COVENANTS, Grantors hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTORS:

Joy Ayres
Printed Name: JOY CROSLEY Ayres

Deven Ayres
Printed Name: DEVEN AYRES

Property Address:
101 E EDGEWOOD DR

Mailing Address (if different from property address):

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 8 day of January,
2025, by JOY CROSLEY and DEVEN AYRES as spouses.

Alex Firth
(Signature of notarial officer)

(Seal, if any)

Assistant city clerk
Title (and Rank)



[My appointment expires: 3/15/28]

GRANTORS:

Printed Name: JOY CROSLEY

[Signature]
Printed Name: DEVEN AYRES

Property Address:
101 E EDGEWOOD DR

Mailing Address (if different from property address):

ACKNOWLEDGMENT

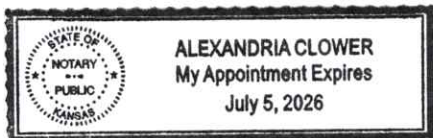
State of Kansas

County of Johnson

This instrument was acknowledged before me on this 9 day of January
2025, by JOY CROSLEY and DEVEN AYRES as spouses.

[Signature]
(Signature of notarial officer)

(Seal, if any)



City Clerk
Title (and Rank)

[My appointment expires: 7/5/26]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20____, by Beth Linn, City Administrator for the City of Edgeton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Project Name: 2nd Street Reconstruction
Tract No. 7
Parcel No.0462030701028001000
(Single Person)

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **ANDREW SCHWARTING**, a single person, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

SECTION ONE GRANT OF PERMANENT EASEMENT

In consideration of One Thousand Two Hundred and No/100 Dollars (\$1,200), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor hereby grants and conveys to the Grantee, its successors and assigns, a permanent drainage easement with reasonable rights to ingress and egress in, on, over, under and through the following described real estate, for the purpose of laying, constructing, operating, inspecting, altering, repairing, replacing, substituting, relocating, adding to, removing and maintaining a culvert, storm sewer, drainage ditch, drainage channel/water course or other drainage facility tributary connections and appurtenant work in any part of said easement, including the right to clean, repair, replace and care for said drainage facilities, together with the right of access in, on, over, under and through said easement for said purposes, said easement more particularly described as follows:

A drainage easement in Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, and that part

of vacated alley adjacent thereto, Block 3, TOWN OF MARTIN, commonly called Edgerton, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 18, 2024, as follows:

Beginning at the Northeast corner of Lot 1, Block 3, in said subdivision; thence along the East line of said Lot 1 South 01°22'07" East, 103.81 feet to the Point Of Beginning; thence departing said East line South 88°37'53" West, 20.00 feet; thence South 01°22'07" East, 60.00 feet; thence North 88°37'53" East, 20.00 feet to the East line of Lot 14, Block 3, in said subdivision; thence along said East line North 01°22'07" West, 60.00 feet to the Point Of Beginning, containing 1,200 square feet.

SECTION TWO TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the drainage line and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right to change the drainage channel/water course and to install an additional sewer and/or drainage line or replace said line with a larger line in the above-described easement at some future date and under the same conditions as the original drainage line was installed, except no additional payment shall be made for the purchase of said right.

Grantee and its employees and agents shall have free access to the drainage easement, using such reasonable route as Grantor may designate or approve.

SECTION FOUR CONDITIONS

Grantor shall not construct or permit to be constructed any permanent house or structure, landscaping, trees, or obstruction on or over or interfering with the construction, maintenance, or operation of any sewer and/or drainage facility or appurtenance constructed pursuant to this instrument. Grantor further agrees that he/she will not change the grade of the area within the Permanent Easement without approval of the City.

SECTION FIVE WARRANTY OF TITLE

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

**SECTION SIX
RESTORATION OF SURFACE**

Grantee, its agents, successors and assigns shall, as soon as practicable, after construction of said drainage facility and all subsequent alterations and repairs thereto, restore the property to as near as possible to the conditions set out in the project plans and specifications.

**SECTION SEVEN
EFFECT OF AGREEMENT**

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

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

GRANTOR:

Andrew Schwarting

Printed Name: ANDREW SCHWARTING

Property Address:
104 E MERIWOOD LN

Mailing Address (if different from property address):

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 9 day of January
2025, by 104 E MERIWOOD LN.

(Seal, if any)



Alexandra Clower
(Signature of notarial officer)

City Clerk
Title (and Rank)

[My appointment expires: 7/5/26]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20____, by Beth Linn, City Administrator and Alexandria Clower, City Clerk, for the City
of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Project Name: 2nd Street Reconstruction
Parcel No. 0462030701028001000
Tract No. 7
(Single Person)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between **ANDREW SCHWARTING**, a single person, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of Five Hundred Sixty Five and No/100 Dollars (\$565) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

A temporary construction easement in Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, and that part of vacated alley adjacent thereto, Block 3, TOWN OF MARTIN, commonly called Edgerton, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 18, 2024, as follows:

Beginning at the Northeast corner of Lot 1, Block 3, in said subdivision; thence along the East line of said Lot 1 South 01°22'07" East, 103.81 feet; thence departing said East line South 88°37'53" West, 20.00 feet to a point also know as POINT "A"; thence North

06°51'11" West, 104.89 feet to the North line of said Lot 1; thence North 88°39'58" East, 5.00 feet to the Point Of Beginning, containing 1,298 square feet.

Also beginning at aforesaid POINT "A"; South 88°37'53" West, 20.00 feet to the West line of said Lot 1; thence continuing along said West line of said Lot 1 South 01°22'07" East, 60.00 feet to a point now on the West line of Lot 14, Block 3, in said subdivision; thence departing said West line of said Lot 14 North 88°37'53" East, 20.00 feet to a point also know as POINT "B"; thence North 01°21'07" West, 60.00 feet to the Point of beginning, containing 1,200 square feet.

Also beginning at aforesaid POINT "B"; South 01°22'07" East, 10.00 feet; thence North 88°37'53" East, 11.33 feet; thence South 01°22'07" East, 96.15 feet to the South line of said Lot 14; thence along the South line of said Lot 14 North 88°42'41" East, 8.67 feet to the East line of said Lot 14; thence along said Lot 14 North 01°22'07" West, 106.17 feet; thence departing said East line of Lot 14 South 88°37'53" West 20.00 to the Point Of Beginning, containing 1,036 square feet.

Together containing 3,534 square feet.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire 2 years thereafter, or as otherwise agreed upon between the parties.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that he/she is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, Grantor hereby consents and agrees.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

[Handwritten signature]

Printed Name: ANDREW SCHWARTING

Property Address:
104 E MERIWOOD LN

Mailing Address (if different from property address):

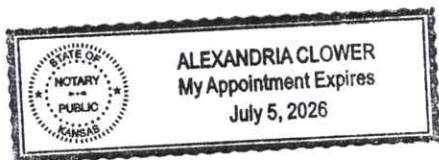
ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 9 day of January,
2025, by ANDREW SCHWARTING.

(Seal, if any)



[Handwritten signature]
(Signature of notarial officer)

City Clerk

Title (and Rank)

[My appointment expires: 7/5/26]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20____, by Beth Linn, City Administrator and Alexandria Clower, City Clerk, for the City
of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Project Name: 2nd Street Reconstruction
Tract No.37
Parcel No. 0462030703010011000

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, made and entered into this 13 day of Jan, 2025, by and between **MELISSA R. FRANCO and DAVID J. FRANCO**, joint tenants, hereinafter called Grantors, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One Hundred and Eighty-Nine and No/100 Dollars (\$189), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, Grantors hereby grant and convey to Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

A sanitary sewer easement in part of Lot 41 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 22, 2024, as follows:

Beginning at the Northwest corner of Lot 41 in said subdivision; thence along the West line of said Lot 41 South $01^{\circ}04'59''$ West, 4.82 feet; thence departing said West line North $84^{\circ}13'56''$ East, 40.45 feet to the North line of said Lot 41; thence along said North line North $88^{\circ}55'01''$ West, 40.16 feet to the Point Of Beginning, containing 97 square feet.

SECTION TWO RESTRICTED USE BY GRANTORS

Grantors shall not interfere with the exercise by grantee of the rights granted herein. Grantors shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of sanitary sewer lines and appurtenance constructed pursuant to this instrument.

SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

(1) Grantee shall have the right to install additional sanitary sewer line(s) or replace said line(s) with a larger line in the described easement at some future date and under the same conditions as the sanitary sewer line was installed, except no additional payment shall be made for the purchase of said right.

(2) Grantee and its employees shall have free access to the sanitary sewer line, using such reasonable route as Grantor may designate or approve.

(3) In the exercise of the rights granted under this Easement, Grantee shall have the further right to trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing material on the easement area now or in the future, whenever in Grantee's judgment, such items will interfere with access to the sanitary sewer line. All excavation shall be completely filled and sufficiently tamped to an appropriate elevation to prevent settling, with grass areas reseeded or cultivated established lawns resodded without the obligation of subsequent maintenance. All surplus soil, rock and debris shall be removed by Grantee within a reasonable time following the completion of any activity by Grantee unless otherwise agreed to by Grantor.

SECTION FOUR WARRANTY OF TITLE

Grantors covenant that they are the owner of the premises and have the right, title and capacity to grant the easement granted herein.

SECTION FIVE EFFECT OF AGREEMENT

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

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

GRANTORS:

Melissa R. Francq

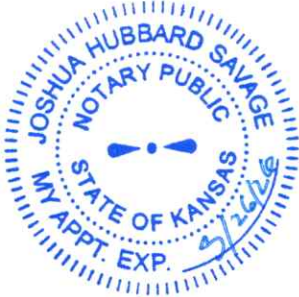
Printed Name: MELISSA R. FRANCO

David J. Francq

Printed Name: DAVID J. FRANCO

Property Address:
217 W EDGEWOOD DR

Mailing Address (if different from property address):



ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 13th day of January
2025, by MELISSA R. FRANCO and DAVID J. FRANCO as joint tenants.

(Seal, if any)

[Signature]
(Signature of notarial officer)

Notary Public
Title (and Rank)



[My appointment expires: 5/26/2016]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20____, by Beth Linn, City Administrator, and Alex Clower, City Clerk, for the City of
Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Project Name: 2nd Street Reconstruction
Tract No. 37
Parcel No. 0462030703010011000

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 13th day of January, 2025, by and between **MELISSA R. FRANCO and DAVID J. FRANCO**, joint tenants, hereinafter called Grantors, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of Eight Hundred Eight-One and No/100 Dollar (\$881) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantors hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

A temporary construction easement in part of Lot 41 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows:

Commencing at the Northwest corner of Lot 41 in said subdivision; thence along the West line of said Lot 41 South 01°04'59" West, 4.82 feet to the Point Of Beginning; thence continuing along the West line of said Lot 41 South 01°04'59" West, 12.11 feet; thence departing said West line South 88°55'01" East, 12.69 feet; thence North 01°04'59" East,

6.00 feet; thence South 88°55'01" East, 28.25 feet; thence South 01°04'59" West, 9.34 feet; thence South 88°55'01" East, 32.36 feet; thence South 01°04'59" West, 4.62 feet; thence South 88°55'01" East, 2.00 feet to the East line of Lot 41; thence along said East line North 01°04'59" East, 24.89 feet to the North line of lot 41; thence along said North line North 88°55'01" West, 35.14 feet; thence departing said North line South 84°13'56" West, 40.45 feet to the Point Of Beginning, containing 1,132 square feet.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire _____, 20____, or as otherwise agreed upon between the parties.

Grantors reserve the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of Grantors and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantors and Grantee.

TO THESE COVENANTS, Grantors hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTORS:

Melissa R. Francq
Printed Name: MELISSA R. FRANCO

David J. Francq
Printed Name: DAVID J. FRANCO

Property Address:
217 W EDGEWOOD DR

Mailing Address (if different from property address):

ACKNOWLEDGMENT

State of Kansas

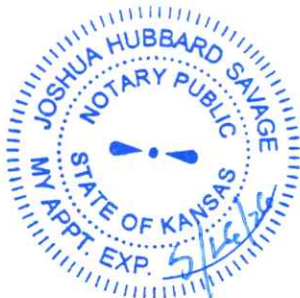
County of Johnson

This instrument was acknowledged before me on this 13th day of January
2025, by MELISSA R. FRANCO and DAVID J. FRANCO as joint tenants.

(Seal, if any)

[Signature]
(Signature of notarial officer)

Notary Public
Title (and Rank)



[My appointment expires: 5/26/26]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20____, by Beth Linn, City Administrator, and Alex Clower, City Clerk, for the City of
Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

City Council Action Item

Council Meeting Date: January 23, 2025

Department: Administration

Agenda Item: Consider 4-year Lease with LEAF, Inc., and a 4-year Maintenance Agreement with MAPS, Inc., for a Multi-Function Printer/Copier for The Greenspace.

Background/Description of Item:

In preparation for opening of The Greenspace, staff requested a quote for a new printer/copier for staff use from MAPS, Inc., which currently services all of the City's printer/copiers. The quote was for \$148.68 per month for an annual total of \$1,784.16. This is the same as MAPS's current pricing for our other machines, all of which were competitively bid. City Council previously approved a contract with MAPS, Inc. in May 2024. They were the lowest and best bid from the process in May 2024. In addition, service from MAPS, Inc., has been satisfactory.

MAPS, Inc., is located in Leavenworth with a service call response time under four hours with a phone call within the first one hour to begin troubleshooting the issue with staff. Like the other printers, MAPS will monitor meter readings and toner levels to provide necessary equipment in a sufficient timeframe. MAPS Inc. stocks all parts and supplies at their warehouse in Leavenworth and have been proactive in ordering parts/supplies to avoid any shortages. MAPS also offers a recycling program for used cartridges.

This machine would be located in The Greenspace.

Related Ordinance(s) or Statue(s):

Funding Source: General Fund - Facilities

Budget Allocated: \$3,600

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve a 4-year Lease with LEAF, Inc., and a 4-year Maintenance Agreement with MAPS, Inc., for a Multi-Function Printer/Copier for The Greenspace in the amount of \$1,784.16

Enclosed: MAPS Proposal for The Greenspace printer/copier

Prepared by: Kara Banks, Assistant to the City Administrator



Proposal for City of Edgerton – Greenspace

Proposed Equipment Configuration

New Kyocera TASKalfa 2554ci: Graphic color 25 ppm system, dual scan document feeder, two (2) 500 sheet paper trays with 11x17 paper size capabilities, dual 1,500 letter size sheet paper decks, copy, print, and scan.

Proposed Monthly Lease Payment

48 Month Lease term: \$148.68

Proposed Service Price per Page

B&W Usage: \$0.006 cents per page.

Color Usage: \$0.04 cents per page

Cost per Page Service Program exactly like we already have in place for the City of Edgerton. Monthly invoice on usage generated with no minimums or overage penalties. All service calls, parts and toner are included.

Included within our Proposal

Delivery and network assistance

Monitoring software for monthly usage invoicing and proactive toner delivery.

2 Maps Kyocera Certified Service Technicians

City Council Action Item

Council Meeting Date: January 23, 2025

Department: Public Works

Agenda Item: Consider a Grant Agreement between Kansas Department of Transportation and the City of Edgerton to Accept Funding through the Cost Share Program of \$1,000,000.00 for the East 2nd Street Improvement Project (2nd Street Reconstruction Project).

Background/Description of Item:

On March 14, 2024 City Council approved the submission of an application to the Kansas Department of Transportation (KDOT) Spring 2024 Cost Share Program for the 2nd Street Reconstruction Project. That grant submission was unsuccessful, but City Staff resubmitted a revised application in September of 2024 for the Fall 2024 Program.

On November 14, 2024, the City of Edgerton was notified of our award for the Fall 2024 Cost Share Program for the full \$1,000,000 requested funding.

On January 2, 2025, City Staff received the KDOT Cost Share Agreement. City Attorney is in possession of the agreement and reviewing. City Staff recommends executing the attached agreement pending City Attorney approval.

Related Ordinance(s) or Statue(s):

Funding Source: LPKC Ph 1 PIF, KDOT Cost Share

Budget Allocated: \$4,762,495

x 

Finance Director Approval:

Karen Kindle, Finance Director

Recommendation: Approval to Execute a Grant Agreement between Kansas Department of Transportation and the City of Edgerton to Accept Funding through the Cost Share Program of \$1,000,000.00 for the East 2nd Street Improvement Project (2nd Street Reconstruction Project).

Enclosed: Project No. U-2566-01 KDOT Cost Share Program Grant Agreement

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

PROJECT NO. U-2566-01
COST SHARE PROGRAM
EAST 2ND STREET IMPROVEMENT PROJECT
CITY OF EDGERTON, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation** (the “Secretary”), Kansas Department of Transportation (KDOT) and the **City of Edgerton, Kansas** (“LPA”), collectively, the “Parties.”

RECITALS:

- A. The Kansas Legislature, through K.S.A. §§ 68-2314b and 68-2314c, authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects including construction, preservation, expansion, and modernization throughout the state. The KDOT Cost Share Program has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The LPA applied for, and the Secretary has selected, a road improvement project to participate in the Cost Share Program, as further described in this Agreement.
- C. The Secretary and the LPA are empowered by the laws of Kansas to enter into agreements for the construction of transportation projects in the state of Kansas.
- D. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. **“Construction Engineering”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.

5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

8. **“Effective Date”** means the date the Secretary or the Secretary’s designee signs this Agreement.

9. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing including, but not limited to, signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

10. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.

11. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.

12. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

13. **“Local Public Authority” or “LPA”** means the City of Edgerton, Kansas, with its place of business at 404 E. Nelson Street, Edgerton, KS 66021.

14. **“MUTCD”** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.

15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, reasonably determines are not an integral part of the Construction of the Project.

16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.

18. **“Preliminary Engineering”** means pre-construction activities including, but not limited to, design work generally performed by a consulting engineering firm that takes place before Letting.

19. **“Project”** means all phases and aspects of the Construction endeavor that is the subject of this Agreement to be undertaken by the LPA, as and when authorized by the Secretary prior to Letting, being: **Replace existing asphalt pavement in poor condition with concrete pavement along the truck-route portion leading to the Co-op and new asphalt pavement along the residential Edgewood Drive; re-align the roads, connected intersections, improve drainage for stormwater and surface water within the right-of-way, replace open ditch with enclosed stormwater systems, and new accessible sidewalks and street lights at East Nelson Street and East 2nd Street then south approximately 2,600 feet along East 2nd Street to Edgerton City limits. Additionally, the project will continue from the intersection of East 2nd Street and East Edgewood Drive which is located approximately 2,100 feet south of the project’s start location. The Edgewood Drive extent of the project will extend approximately 1,300 feet west from the 2nd and Edgewood intersection to West 4th Street in Johnson County, Kansas.**

20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

24. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	23% of Total Actual Costs of Construction; Total Contribution to Actual Costs of Construction not to exceed \$1,000,000.00.
LPA	77% of Total Actual Costs of Construction until Secretary’s funding limit is reached; 100% of Total Actual Costs of Construction after Secretary’s funding limit is reached; 100% of Cost of Preliminary Engineering, Construction Engineering, Right of Way, and Utility Adjustments; 100% Non-Participating Costs.

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Technical Information on Right of Way Acquisition.** Upon a request from the LPA, the Secretary will provide technical information to help the LPA acquire Right of Way in accordance with the laws of the State of Kansas.

2. **Reimbursement Payments.** The Secretary agrees to make partial payments to the LPA for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the LPA that the Project is being constructed within substantial compliance of the Design Plans.

ARTICLE IV: LPA RESPONSIBILITIES

1. **Access Control.** The LPA shall maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the LPA other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

2. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the LPA shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the LPA to any party outside of the Secretary and all costs incurred by the LPA not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

3. **Audit.** The LPA shall participate and cooperate with the Secretary in an annual audit of the Project. The LPA shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

4. **Authorization of Signatory.** The LPA shall authorize a duly appointed representative to sign for the LPA any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

5. **Cancellation by LPA.** If the LPA cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The LPA agrees to reimburse the Secretary within thirty (30) days after receipt by the LPA of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

6. **Conformity with State, Local, and Federal Requirements.** The LPA shall be responsible to design the Project or contract to have the Project designed in conformity with the state, local, and federal design criteria appropriate for the Project as well as in conformity with state, local, and federal law appropriate for the Project.

7. **Consultant Contract Language.** The LPA shall include language requiring conformity with Article IV, paragraph 6 above, in all contracts between the LPA and any Consultant with whom the LPA has contracted to perform services for the Project. In addition, any contract between the LPA and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with Article IV, paragraph 6 above. In addition, any contract between the LPA and any Consultant with whom the LPA has contracted to prepare and certify Design Plans for the Project covered by this Agreement shall also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by

KDOT, exclusive of delays beyond the Consultant's control.

(b) Progress Reports. Language requiring the Consultant to submit to the LPA (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the LPA and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the LPA and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary, the LPA, or both, incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the LPA from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

8. Corrective Work. Representatives of the Secretary may make periodic inspection of the Project and the records of the LPA as may be deemed necessary or desirable. The LPA shall direct or cause its contractor to accomplish any corrective action or work required by the Secretary’s representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the LPA, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor’s errors, omissions, or deviations from the final Design Plans.

9. Design and Specifications. The LPA shall be responsible to make or contract to have made Design Plans for the Project.

10. Future Encroachments. Except as provided by state, local, and federal laws, the LPA agrees it shall not in the future permit Encroachments upon the Right of Way of the Project, and specifically shall require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

11. Hazardous Waste. The LPA agrees to the following regarding Hazardous Waste:

(a) Removal of Hazardous Waste. The LPA shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The LPA shall take appropriate action to cleanup and remediate any identified Hazardous

Waste prior to Letting. The LPA shall also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to clean up and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The LPA shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The LPA shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents, and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees, or costs imposed under state or federal laws arising out of or related to any act of omission by the LPA in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the LPA has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The LPA reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

12. Indemnification.

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

(b) Indemnification by Contractors. The LPA agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the LPA from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the LPA defends a third party's claim, the Contractor shall indemnify the Secretary and the LPA for damages paid to the third party and all related expenses either the Secretary or the LPA or both incur in defending the claim.

13. **Inspections.** The LPA is responsible for providing Construction Engineering for the Project in accordance with any applicable state and local rules and guidelines.

(a) **By LPA personnel.** LPA personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the LPA to inspect the Project, in which case the LPA shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) **By a Consultant.** If the LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained shall represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers (K.S.A. § 74-7021), the FHWA and all federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) **Protective Clothing.** The LPA shall require at a minimum all LPA personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the LPA executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The LPA may set additional clothing requirements for adequate visibility of personnel.

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

15. **Letting and Administration by LPA.** The LPA shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The LPA further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the LPA's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

16. **Maintenance.** When the Project is completed and final acceptance is issued, the LPA shall, at its own cost and expense, maintain the Project and shall make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the LPA shall begin the necessary repairs within thirty (30) days and shall prosecute the work continuously until it is satisfactorily completed.

17. **Performance Bond.** The LPA agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

18. **Period of Performance.** The LPA shall commence implementation of the Project

upon receipt of a Notice to Proceed and complete the Project within two (2) years of the Letting date the Notice to Proceed was issued to the LPA.

19. **Plan Retention.** The LPA shall maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The LPA further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The LPA shall provide access to or copies of all the above-mentioned documents to the Secretary.

20. **Responsibility for Adequacy of Design.** The LPA shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the LPA's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the LPA, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the LPA.

21. **Removal of Encroachments.** The LPA shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments shall be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the LPA and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal shall be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

22. **Right of Way.** The LPA agrees to the following regarding Right of Way:

(a) **Right of Way Acquisition.** Any and all acquisitions of any Right of Way shown on the final Design Plans for the project shall be done in accordance with law, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and K.S.A. §§ 58-3501 to 58-3507, and in accordance with the schedule established by the LPA. The LPA shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. Further, the LPA shall have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) **Right of Way Documentation.** The LPA shall provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions shall be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way

descriptions. The LPA agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel shall be delivered within the time limits set by the Secretary.

(c) Highway Use Permit. If the Project necessitates the LPA to work on Right of Way that is owned by the Secretary, the LPA shall submit a Highway Use Permit (KDOT Form 304) to the local KDOT District Office for review and approval. A copy of the Highway Use Permit may be found at https://www.ksdot.org/Assets/wwwksdotorg/dot_304_hwy_permit.pdf.

(d) Relocation Assistance. The LPA shall contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the LPA shall undertake the relocation of eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the LPA for any relocations required by the Project.

23. **Secretary Authorization**. The Secretary is authorized by the LPA to take such steps as deemed necessary or advisable by the Secretary to secure the benefits of state aid for this Project.

24. **Submission of Design Plans to Secretary**. Upon their completion, the LPA shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with Article IV, paragraph 6. The Design Plans shall be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies shall be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

25. **Traffic Control**. The LPA agrees to the following regarding traffic control for the Project:

(a) Temporary Traffic Control. The LPA shall provide a temporary traffic control plan within the Design Plans, which includes the LPA's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The LPA's temporary traffic control plan shall conform to the latest version of the MUTCD, as adopted by the Secretary, and

comply with the American Disabilities Act of 1990 (ADA) as amended by the ADA Amendments Act of 2008, implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) Permanent Traffic Control. The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

(c) Parking Control. The LPA shall control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The LPA shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

26. Utilities. The LPA agrees to the following regarding Utilities:

(a) Utility Relocation. The LPA shall move or adjust, or cause to be moved or adjusted, and shall be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted shall be located or relocated in accordance with the current version of the LPA's standard procedures.

(b) Status of Utilities. The LPA shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The LPA shall expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The LPA shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the LPA as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The LPA shall move, adjust, or cause to be moved or adjusted all necessary Utilities within the time specified in the LPA's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The LPA shall initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the

Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The LPA shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party shall bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the LPA shall indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately-owned Utilities located on private Right of Way or easements shall be borne by the LPA except as provided by state and federal laws.

ARTICLE V: SPECIAL PROGRAM REQUIREMENTS

1. Letting Deadline. The LPA shall Let the Project no later than six (6) months after February 2025. The LPA may make a written request to the Secretary to extend the Project's Letting deadline. In the Secretary's sole discretion, the Secretary may either grant or deny the LPA's request to extend the Letting deadline. If the LPA does not Let the Project within six (6) months after February 2025, the Secretary may cancel this Agreement.

2. Recapture of State Investment. The Parties agree to the following terms regarding the recapture of the Secretary's share:

(a) Recapture Period. The Parties agree the recapture period of the Project is ten (10) years, commencing on the date the Secretary or the LPA gives notice of final acceptance of the Project.

(b) Insurance. If the Project includes improvements to a building, the LPA shall purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the funds expended on the Project.

(c) Change in Public Use. After the Project is completed and during the entire recapture period, any change in the public use of the real property for the Project shall require written approval from the Secretary.

(d) Recapture Formula. If the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary, the LPA shall pay back to the Secretary

a percentage of the Secretary's share as follows:

- | | |
|--|-------------------------------|
| 1) Violates in 1 st year of 10-year period: | 100% of the Secretary's Share |
| 2) Violates in 2 nd year of 10-year period: | 90% of the Secretary's Share |
| 3) Violates in 3 rd year of 10-year period: | 80% of the Secretary's Share |
| 4) Violates in 4 th year of 10-year period: | 70% of the Secretary's Share |
| 5) Violates in 5 th year of 10-year period: | 60% of the Secretary's Share |
| 6) Violates in 6 th year of 10-year period: | 50% of the Secretary's Share |
| 7) Violates in 7 th year of 10-year period: | 40% of the Secretary's Share |
| 8) Violates in 8 th year of 10-year period: | 30% of the Secretary's Share |
| 9) Violates in 9 th year of 10-year period: | 20% of the Secretary's Share |
| 10) Violates in 10 th year of 10-year period: | 10% of the Secretary's Share |

Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

ARTICLE VI: GENERAL PROVISIONS

1. **Acceptance.** No contract provision or use of items by the Secretary shall constitute acceptance or relieve the LPA of liability in respect to any expressed or implied warranties.
2. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.
3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors in office.
4. **Civil Rights Act.** The "**Civil Rights Act Attachment**" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
5. **Compliance with Federal and State Laws.** The LPA shall comply with all applicable state and federal laws and regulations. The LPA represents and warrants that any Contractor and/or Consultant performing any services on the Project shall also comply with all applicable state and federal laws and regulations.
6. **Contractual Provisions.** The provisions found in the current version of the "**Contractual Provisions Attachment (Form DA-146a)**," which is attached, are hereby incorporated into, and made a part of this Agreement.
7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same agreement.
8. **Debarment of State Contractors.** Any Contractor who defaults on delivery or

does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the LPA for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Agreement for cause.

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

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

11. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

12. **Independent Contractor Relationship.** The relationship of the Secretary and the LPA shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship. The LPA is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Agreement on behalf of the LPA shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The LPA agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The LPA agrees to indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this Agreement on

behalf of the LPA. This provision shall survive the expiration or termination of this Agreement.

13. **Industry Standards.** Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

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

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

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

The Secretary:

Kansas Department of Transportation
Attn: Michelle Needham
Division of Fiscal & Asset Management
700 SW Harrison Street, 2nd Floor West
Topeka, KS 66603-3754

The LPA:

City of Edgerton, Kansas
Attn: Holly Robertson
404 E. Nelson
Edgerton, KS 66021

17. **Restriction on State Lobbying.** Funds provided by the Secretary under this Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

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

19. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of the LPA or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by the LPA.

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

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

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF EDGERTON, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By:

Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

INDEX OF EXHIBITS AND ATTACHMENTS

Civil Rights Act Attachment
Contractual Provisions Attachment (Form DA-146a)

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: January 23, 2025

Agenda Item: Resolution Approving an Assignment of Bond Documents

Subject: ELHC V Project (previously assigned to IPV 187 Street LLC)

ELHC V, LLC (“ELHC”) previously constructed an approximately 653,000 sq. ft. warehouse and distribution facility located at 18850 Waverly Road. The City financed the project with \$31,500,000 of industrial revenue bonds which were issued in 2016.

In 2017, ELHC assigned the project to IPV 187 Street LLC (“IP”). This entity is a joint venture between NorthPoint Development and Ares, which is a global real estate investment fund.

The joint venture entity now desires to assign the project to 31201 W 187th Street Owner, LLC, a Delaware limited liability company, which is affiliated with Artemis Real Estate Partners, an investment manager based in Washington, D.C. Northpoint will no longer be involved in the ownership or management of this building.

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

RESOLUTION NO. 01-23-25A

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 V, 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 V, LLC Project), Series 2016, in the aggregate maximum principal amount of \$31,500,000 (the "Bonds"), pursuant to a Trust Indenture dated as of April 1, 2016, by and between the City and BOKF, N.A., as the successor trustee (the "Trustee"), for the purpose of acquiring real property and acquiring, constructing, installing, and equipping an approximately 653,000 square foot industrial facility, including land, buildings, structures, improvements, fixtures, machinery, and equipment generally located at 18850 Waverly Road, Edgerton, Kansas (the "Project"); and

WHEREAS, the Project was leased by ELHC V LLC, a Kansas limited liability company ("ELHC"), to the City pursuant to a Base Lease Agreement dated as of April 1, 2016, as modified by a First Supplemental Base Lease Agreement dated as of May 15, 2017 (together, the "Base Lease Agreement"), between ELHC and the City, and the Project was simultaneously subleased by the City to ELHC pursuant to a Lease Agreement dated as of April 1, 2016, as modified by a First Supplemental Lease Agreement dated as of May 15, 2017 (together, the "Lease Agreement"), between the City and ELHC; 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 April 1, 2016, as modified by a First Amendment to Performance Agreement dated as of May 15, 2017 (together, the "Performance Agreement"), between the City and ELHC, the Origination Fee Agreement dated as of April 1, 2016 (the "Origination Fee Agreement"), between the City and ELHC, the Bond Purchase Agreement dated April 6, 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 IPV 187 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 31201 W 187th Street Owner, 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. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the IRB Documents Estoppel (the "Estoppel") in substantially the form attached hereto as **Exhibit B** (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the 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 Estoppel.

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

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

[Balance of page intentionally left blank]

ADOPTED this 23rd day of January, 2025.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

[SEAL]

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

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

Assignment Resolution
ELHC V, LLC Project

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

EXHIBIT B

IRB DOCUMENTS ESTOPPEL

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

Title of Document: Assignment and Assumption of IRB Documents

Date of Document: _____, 2025

Grantor(s): IPV 187 Street LLC, a Delaware limited liability company

Grantee(s): 31201 W 187th Street Owner, LLC, a Delaware limited liability company

Grantee's Address: 5404 Wisconsin Avenue, Suite 1000
Chevy Chase, Maryland 20815

Reference Book and Pages: Book 201605, Page 007977
Book 201605, Page 007978
Book 201705, Page 005936

Legal Description: See attached Schedule 1

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS (the “**Assignment**”) entered into on _____, 2025 (the “**Effective Date**”) is by and between IPV 187 STREET LLC, a Delaware limited liability company (the “**Assignor**”), and 31201 W 187TH STREET OWNER, LLC, a Delaware limited liability company (the “**Assignee**”).

RECITALS

WHEREAS, the City of Edgerton, Kansas (the “**City**”) has previously issued its \$31,500,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC V, LLC Project) Series 2016 (the “**Bonds**”) pursuant to a Trust Indenture dated as of April 1, 2016 (the “**Indenture**”), between the City and BOKF, N.A., as successor trustee (the “**Trustee**”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture);

WHEREAS, ELHC V, LLC, a Kansas limited liability company (“**ELHC V**”) leased the Project to the City pursuant to the Base Lease Agreement dated as of April 1, 2016 (together with the First Supplemental Base Lease Agreement described below, the “**Base Lease**”), between ELHC V and the City, a memorandum of which was recorded May 23, 2016, in Book 201605, Page 007977; 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 V pursuant to a Lease Agreement dated as of April 1, 2016 (together with the First Supplemental Lease Agreement described below, the “**Lease Agreement**”), between the City and ELHC V, a memorandum of which was recorded May 23, 2016, in Book 201605, Page 007978, 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 V entered into Performance Agreement dated as of April 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 V entered into an Origination Fee Agreement dated as of April 1, 2016 (the “**Origination Fee Agreement**”) whereby ELHC V agreed to make certain origination fee payments to the City over time;

WHEREAS, the City and ELHC V entered into a Bond Purchase Agreement dated as of April 6, 2016 (the “**Bond Purchase Agreement**”) whereby City agreed to issue and ELHC V agreed to purchase the Bonds on the terms and conditions set forth therein;

WHEREAS, Assignor assumed all of ELHC V’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 (collectively, the “**IRB Documents**”) pursuant to the Assignment and Assumption of IRB Documents dated as of May 15, 2017, between ELHC V and Assignor, which was recorded on May 17, 2017, in Book 201705, Page 005936;

WHEREAS, Assignor now desires to assign and transfer to Assignee all of Assignor's right, title, and interest in and to the IRB Documents;

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

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

AGREEMENT

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

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

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

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

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

5. **Representations.** Assignor represents and warrants that Assignor has not transferred, sold, encumbered, or otherwise disposed of the Bonds nor has Assignor assigned the Base Lease or transferred or encumbered or otherwise disposed of its interest in the Project. Assignor further represents and warrants that Assignor is not aware of any default which exists on this date by it or the counterparty under the IRB Documents. As of the Effective Date, Assignor and Assignee represent that Assignor has conveyed to Assignee its interest in the Project, including the buildings, structures, improvements, fixtures, machinery, and equipment 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:

c/o Artemis Real Estate Partners, LLC,
5404 Wisconsin Avenue, Suite 1000,
Chevy Chase, Maryland 20815
Attn: Michael Vu

With a copy to:

c/o Artemis Real Estate Partners, LLC,
5404 Wisconsin Avenue, Suite 1000,
Chevy Chase, Maryland 20815
Attn: Legal Department

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]

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

ASSIGNOR:

IPV 187 STREET LLC,
a Delaware limited liability company

By: _____
Susan Rohrbach,
Vice President & Assistant Secretary

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ____ day of _____, 2025, appeared Susan Rohrbach, to me personally known, who being duly sworn did say that she is the Vice President & Assistant Secretary of IPV 187 Street LLC, a Delaware limited liability company (the “Company”), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and she further acknowledged said instrument to be the free act and deed of the Company.

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

[SEAL]

Notary Public

Printed Name: _____

My commission expires _____

ASSIGNEE:

31201 W 187TH STREET OWNER, 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 , a 31201 W 187th Street Owner, LLC, a Delaware limited liability company (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

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

[SEAL]

Notary Public

Printed Name: _____

My commission expires _____

CONSENT OF THE CITY OF EDGERTON, KANSAS

The City hereby acknowledges, consents and agrees to the execution and delivery of this Assignment and Assumption of IRB Documents dated _____, 2025, between IPV 187 Street LLC, a Delaware limited liability company, and 31201 W 187th Street Owner, LLC, a Delaware limited liability company.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Name: Donald Roberts
Its: Mayor

ATTEST:

Alexandria Clower
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 Alexandria Clower, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

[SEAL]

Notary Public
Printed Name: _____

My commission expires _____

ACKNOWLEDGMENT OF TRUSTEE

BOKF, N.A., as successor trustee, hereby acknowledges the execution and delivery of this Assignment and Assumption of IRB Documents dated _____, 2025, between IPV 187 Street LLC, a Delaware limited liability company (“Assignor”), and 31201 W 187th Street Owner, LLC, a Delaware limited liability company (“Assignee”).

The Trustee represents and warrants to the City of Edgerton, Kansas, Assignor, and Assignee that the Trustee has no knowledge of any default, monetary or otherwise, that has occurred under the terms of the IRB Documents.

BOKF, N.A.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2025 before me appeared _____, a _____ of BOKF, N.A., a national banking association, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said national banking association.

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 6, LOGISTICS PARK KANSAS CITY, FOURTH PLAT, A SUBDIVISION IN THE CITY OF
EDGERTON, JOHNSON COUNTY, KANSAS.

IRB DOCUMENTS ESTOPPEL

_____, 2025

IPV 187 STREET LLC (“**Seller**”)
c/o AREG-NorthPoint LPKC Venture LLC
245 Park Avenue, 42nd Floor
New York, New York 10167
Attention: Cal NeSmith

31201 W 187TH STREET OWNER, LLC (“**Purchaser**”)
c/o Artemis Real Estate Partners
5404 Wisconsin Avenue, Suite 1000
Chevy Chase, Maryland 20815
Attention: Michael Vu

The Northwestern Mutual Life Insurance Company (“**Lender**”)
720 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Real Estate Investment Department

Re: (i) Trust Indenture dated as of April 1, 2016 (the “**Indenture**”), between the City of Edgerton, Kansas (the “**City**”) and BOKF, N.A., as successor trustee (the “**Trustee**”), pursuant to which the City has previously issued certain Industrial Revenue Bonds (ELHC V, LLC Project) Series 2016 in the aggregate maximum principal amount of \$31,500,000 (the “**Bonds**”); (ii) Base Lease Agreement dated as of April 1, 2016, as supplemented by the First Supplemental Base Lease Agreement dated as of May 1, 2017, to which Seller (as successor by assignment to ELHC V, LLC, a Kansas limited liability company) and the City are parties, a memorandum of which was recorded May 23, 2016, in Book 201605, Page 007977 (as supplemented, the “**Base Lease**”); (iii) Lease Agreement dated as of April 1, 2016, as supplemented by the First Supplemental Lease Agreement dated as of May 1, 2017, to which Seller (as successor by assignment to ELHC V, LLC) and the City are parties, a memorandum of which was recorded May 23, 2016, in Book 201605, Page 007978 (as supplemented, the “**City Lease**”); (iv) the Performance Agreement dated as of April 1, 2016, as amended by the First Amendment to Performance Agreement dated as of May 1, 2017, to which the Seller (as successor by assignment to ELHC V, LLC) and the City are parties (as amended, the “**Performance Agreement**”); (v) Origination Fee Agreement dated as of April 1, 2016 to which the Seller (as successor by assignment to ELHC V, LLC) and the City are parties (the “**Origination Fee Agreement**”); and (vi) Bond Purchase Agreement dated April 6, 2016 to which the Seller (as successor by assignment to ELHC V, LLC) and the City are parties (the “**Bond Purchase Agreement**”), each relating to the issuance of the Bonds in respect of the development of the industrial project known as IPV 187 Street, Edgerton, Kansas (as more particularly described in the hereafter defined IRB Documents, the “**Property**”). The Indenture, the Bonds, the Base Lease, the City Lease the Performance Agreement, the Origination Fee Agreement and the Bond Purchase Agreement are referred to herein collectively as the “**IRB Documents**”.

Ladies and Gentlemen:

The City acknowledges that 31201 W 187TH STREET OWNER, LLC, a Delaware limited liability company (the “**Purchaser**”), is the contract purchaser of the Property and the proposed assignee of all of Seller’s right, title and interest in and to the Property and the IRB Documents. In connection with the foregoing, the City hereby certifies to Purchaser, Seller, and Lender (collectively, the “**Reliance Parties**”) as follows:

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

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

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

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

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

Capitalized terms used but not specifically defined in this IRB Documents Estoppel shall have the meaning ascribed thereto in the IRB Documents. The undersigned City official has made such examination or investigation as is necessary to enable such individual to express an informed opinion as to the subject matter of this certificate, including inquiries of such officers and employees of the City who have knowledge of the subject matter hereof and in whom the undersigned officer has confidence. The undersigned agrees that this certificate may be relied upon by the Reliance Parties. For a period of thirty (30) days from the date hereof, the City will notify Purchaser in writing at its address shown above, of any changes in the truth and/or accuracy of any of the certifications or representations contained in this IRB Documents Estoppel certificate promptly upon the City’s learning of such change or inaccuracy.

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

IN WITNESS WHEREOF, Lessor has executed this instrument this ____ day of _____, 2025.

CITY:

CITY OF EDGERTON, KANSAS

By: _____

Name: Donald Roberts

Title: Mayor

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: January 23, 2025
Agenda Item: Resolution Approving an Assignment of Bond Documents
Subject: ELHC XII Project (previously assigned to IPXII 191 Street LLC)

ELHC XII, LLC (“ELHC”) previously constructed an approximately 657,000 sq. ft. warehouse and distribution facility located at 30801 W. 191st Street. The City financed the project with \$29,000,000 of industrial revenue bonds which were issued in 2015.

In 2017, ELHC assigned the project to IPXII 191 Street LLC (“IP”). This entity is a joint venture between NorthPoint Development and Ares, which is a global real estate investment fund.

The joint venture entity now desires to assign the project to 30801 W 191st Street Owner, LLC, a Delaware limited liability company, which is affiliated with Artemis Real Estate Partners, an investment manager based in Washington, D.C. Northpoint 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 tax abatement.

RESOLUTION NO. 01-23-25B

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 XII, LLC PROJECT), SERIES 2015

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 XII, LLC Project), Series 2015, in the aggregate maximum principal amount of \$29,000,000 (the "Bonds"), pursuant to a Trust Indenture dated as of February 1, 2015, by and between the City and UMB Bank, N.A., as trustee (the "Trustee"), for the purpose of acquiring real property and acquiring, constructing, installing, and equipping an approximately 657,000 square foot industrial facility, including land, buildings, structures, improvements, fixtures, machinery, and equipment generally located at 30801 W. 191st Street, Edgerton, Kansas (the "Project"); and

WHEREAS, the Project was leased by ELHC XII LLC, a Kansas limited liability company ("ELHC"), to the City pursuant to a Base Lease Agreement dated as of February 1, 2015, as modified by a First Supplemental Base Lease Agreement dated as of May 1, 2017 (together, the "Base Lease Agreement"), between ELHC and the City, and the Project was simultaneously subleased by the City to ELHC pursuant to a Lease Agreement dated as of February 1, 2015, as modified by a First Supplemental Lease Agreement dated as of May 1, 2017 (together, the "Lease Agreement"), between the City and ELHC; 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 Amended and Restated Performance Agreement dated as of September 1, 2015, as modified by a First Amendment to Amended and Restated Performance Agreement dated as of May 1, 2017 (together, the "Performance Agreement"), between the City and ELHC, the Amended and Restated Origination Fee Agreement dated as of September 1, 2015 (the "Origination Fee Agreement"), between the City and ELHC, the Bond Purchase Agreement dated February 23, 2015 (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 IPXII 191 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 30801 W 191st Street Owner, 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. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the IRB Documents Estoppel (the "Estoppel") in substantially the form attached hereto as **Exhibit B** (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the 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 Estoppel.

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

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

[Balance of page intentionally left blank]

ADOPTED this 23rd day of January, 2025.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

[SEAL]

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

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

Assignment Resolution
ELHC XII, LLC Project

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

EXHIBIT B

IRB DOCUMENTS ESTOPPEL

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

Title of Document: Assignment and Assumption of IRB Documents

Date of Document: _____, 2025

Grantor(s): IPXII 191 Street LLC, a Delaware limited liability company

Grantee(s): 30801 W 191st Street Owner, LLC, a Delaware limited liability company

Grantee's Address: 5404 Wisconsin Avenue, Suite 1000
Chevy Chase, Maryland 20815

Reference Book and Pages: Book 201508, Page 001812
Book 201508, Page 001813
Book 201705, Page 005938

Legal Description: See attached Schedule 1

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS (the “**Assignment**”) entered into on _____, 2025 (the “**Effective Date**”) is by and between IPXII 191 STREET LLC, a Delaware limited liability company (the “**Assignor**”), and 30801 W 191ST STREET OWNER, LLC, a Delaware limited liability company (the “**Assignee**”).

RECITALS

WHEREAS, the City of Edgerton, Kansas (the “**City**”) has previously issued its \$29,000,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC XII, LLC Project) Series 2015 (the “**Bonds**”) pursuant to a Trust Indenture dated as of February 1, 2015 (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 XII, LLC (“**ELHC XII**”) leased the Project to the City pursuant to the Base Lease Agreement dated as of February 1, 2015 (together with the First Supplemental Base Lease Agreement described below, the “**Base Lease**”), between ELHC XII and the City, a memorandum of which was recorded August 5, 2015, in Book 201508, Page 001812; 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 XII pursuant to a Lease Agreement dated as of February 1, 2015 (together with the First Supplemental Lease agreement described below, the “**Lease Agreement**”), between the City and ELHC XII, a memorandum of which was recorded August 5, 2015, in Book 201508, Page 001813, 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 XII entered into an Amended and Restated Performance Agreement dated as of September 1, 2015 (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 XII entered into an Amended and Restated Origination Fee Agreement dated as of September 1, 2015 (the “**Origination Fee Agreement**”) whereby Assignor agreed to make certain origination fee payments to the City over time;

WHEREAS, the City and ELHC XII entered into a Bond Purchase Agreement dated as of February 23, 2015 (the “**Bond Purchase Agreement**”) whereby City agreed to issue and ELHC XII agreed to purchase the Bonds on the terms and conditions set forth therein;

WHEREAS, Assignor assumed all of ELHC XII’s right, title, and interest in and to the Indenture, the Bonds, the Bond Purchase Agreement, the Base Lease, the Lease Agreement, the Performance Agreement, and the Origination Fee Agreement (collectively, the “**IRB Documents**”) pursuant to the Assignment and Assumption of IRB Documents dated as of May 15, 2017, between ELHC XII and Assignor, which was recorded on May 17, 2017, in Book 201705, Page 005938;

WHEREAS, Assignor now desires to assign and transfer to Assignee all of Assignor's right, title, and interest in and to the IRB Documents;

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

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

AGREEMENT

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

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

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

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

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

5. **Representations.** Assignor represents and warrants that Assignor has not transferred, sold, encumbered, or otherwise disposed of the Bonds nor has Assignor assigned the Base Lease or transferred or encumbered or otherwise disposed of its interest in the Project. Assignor further represents and warrants that Assignor is not aware of any default which exists on this date by it or the counterparty under the IRB Documents. As of the Effective Date, Assignor and Assignee represent that Assignor has conveyed to Assignee its interest in the Project, including the buildings, structures, improvements, fixtures, machinery, and equipment 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:

c/o Artemis Real Estate Partners, LLC,
5404 Wisconsin Avenue, Suite 1000,
Chevy Chase, Maryland 20815
Attn: Michael Vu

With a copy to:

c/o Artemis Real Estate Partners, LLC,
5404 Wisconsin Avenue, Suite 1000,
Chevy Chase, Maryland 20815
Attn: Legal Department

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]

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

ASSIGNOR:

IPXII 191 STREET LLC,
a Delaware limited liability company

By: _____
Susan Rohrbach,
Vice President & Assistant Secretary

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ____ day of _____, 2025, appeared Susan Rohrbach, to me personally known, who being duly sworn did say that she is the Vice President & Assistant Secretary of IPXII 191 STREET LLC, a Delaware limited liability company (the “Company”), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and she further acknowledged said instrument to be the free act and deed of the Company.

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

[SEAL]

Notary Public

Printed Name: _____

My commission expires _____

ASSIGNEE:

30801 W 191ST STREET OWNER, 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 , a 30801 W 191st Street Owner, LLC, a Delaware limited liability company (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

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

[SEAL]

Notary Public

Printed Name: _____

My commission expires _____

CONSENT OF THE CITY OF EDGERTON, KANSAS

The City hereby acknowledges, consents and agrees to the execution and delivery of this Assignment and Assumption of IRB Documents dated _____, 2025, between IPXII 191 Street LLC, a Delaware limited liability company, and 30801 W 191st Street Owner, LLC, a Delaware limited liability company.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Name: Donald Roberts
Its: Mayor

ATTEST:

Alexandria Clower
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 Alexandria Clower, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

[SEAL]

Notary Public
Printed Name: _____

My commission expires _____

ACKNOWLEDGMENT OF TRUSTEE

UMB Bank, n.a., as trustee, hereby acknowledges the execution and delivery of this Assignment and Assumption of IRB Documents dated _____, 2025, between IPXII 191 Street LLC, a Delaware limited liability company (“Assignor”), and 30801 W 191st Street Owner, LLC, a Delaware limited liability company (“Assignee”).

The Trustee represents and warrants to the City of Edgerton, Kansas, Assignor, and Assignee that the Trustee has no knowledge of any default, monetary or otherwise, that has occurred under the terms of the IRB Documents.

UMB BANK, N.A.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____))
) SS.
COUNTY OF _____)

On this ____ day of _____, 2025 before me appeared _____, a _____ of UMB Bank, n.a., a national banking association, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said national banking association.

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, REPLAT OF LOGISTICS PARK KANSAS CITY - SOUTHEAST, FOURTH PLAT, A SUBDIVISION IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS. Except that part described as follows:

Beginning at the Southwest corner of said Lot 3; thence North $88^{\circ}38'48''$ East, along the South line of said Lot 3, 46.76 feet; thence departing said South line North $1^{\circ}21'12''$ West, a distance of 679.09 feet to a non-tangent point of curvature; thence on a curve to the right, with a chord bearing of South $11^{\circ}14'56''$ West, chord of 82.91 feet, radius of 190.00 feet and arc length of 83.58 feet; thence South $23^{\circ}51'03''$ West, a distance of 12.55 feet; thence on a curve to the left with a chord bearing of South $11^{\circ}14'56''$ West, chord of 106.91 feet, radius of 245.00 feet and arc length of 107.77 feet; thence South $1^{\circ}21'12''$ East, a distance of 482.49 feet to the Point of beginning. Containing 1,376,213 square feet or 31.59 acres.

IRB DOCUMENTS ESTOPPEL

_____, 2025

IPXII 191 STREET LLC (“**Seller**”)
c/o AREG-NorthPoint LPKC Venture LLC
245 Park Avenue, 42nd Floor
New York, New York 10167
Attention: Cal NeSmith

30801 W 191ST STREET OWNER, LLC (“**Purchaser**”)
c/o Artemis Real Estate Partners
5404 Wisconsin Avenue, Suite 1000
Chevy Chase, Maryland 20815
Attention: Michael Vu

The Northwestern Mutual Life Insurance Company (“**Lender**”)
720 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Real Estate Investment Department

Re: (i) Trust Indenture dated as of February 1, 2015 (the “**Indenture**”), between the City of Edgerton, Kansas (the “**City**”) and UMB Bank, n.a., as trustee (the “**Trustee**”), pursuant to which the City has previously issued certain Industrial Revenue Bonds (ELHC XII, LLC Project) Series 2015 in the aggregate maximum principal amount of \$29,000,000 (the “**Bonds**”); (ii) Base Lease Agreement dated as of February 1, 2015, as supplemented by the First Supplemental Base Lease Agreement dated as of May 1, 2017, to which Seller (as successor by assignment to ELHC XII, LLC, a Kansas limited liability company) and the City are parties, a memorandum of which was recorded August 5, 2015, in Book 201508, Page 001812 (as supplemented, the “**Base Lease**”); (iii) Lease Agreement dated as of February 1, 2015, as supplemented by the First Supplemental Lease Agreement dated as of May 1, 2017, to which Seller (as successor by assignment to ELHC XII, LLC) and the City are parties, a memorandum of which was recorded August 5, 2015, in Book 201508, Page 001813 (as supplemented, the “**City Lease**”); (iv) the Amended and Restated Performance Agreement dated as of September 1, 2015, as amended by the First Amendment to Amended and Restated Performance Agreement dated as of May 1, 2017, to which the Seller (as successor by assignment to ELHC XII, LLC) and the City are parties (as amended, the “**Performance Agreement**”); (v) Amended and Restated Origination Fee Agreement dated as of September 1, 2015 to which the Seller (as successor by assignment to ELHC XII, LLC) and the City are parties (the “**Origination Fee Agreement**”); and (vi) Bond Purchase Agreement dated February 23, 2015 to which the Seller (as successor by assignment to ELHC XII, LLC) and the City are parties (the “**Bond Purchase Agreement**”), each relating to the issuance of the Bonds in respect of the development of the industrial project known as IPXII 191 Street, Edgerton, Kansas (as more particularly described in the hereafter defined IRB Documents, the “**Property**”). The Indenture, the Bonds, the Base Lease, the City Lease the Performance

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

Ladies and Gentlemen:

The City acknowledges that 30801 W 191ST STREET OWNER, LLC, a Delaware limited liability company (the “**Purchaser**”), is the contract purchaser of the Property and the proposed assignee of all of Seller’s right, title and interest in and to the Property and the IRB Documents. In connection with the foregoing, the City hereby certifies to Purchaser, Seller, and Lender (collectively, the “**Reliance Parties**”) as follows:

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

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

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

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

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

Capitalized terms used but not specifically defined in this IRB Documents Estoppel shall have the meaning ascribed thereto in the IRB Documents. The undersigned City official has made such examination or investigation as is necessary to enable such individual to express an informed opinion as to the subject matter of this certificate, including inquiries of such officers and employees of the City who have knowledge of the subject matter hereof and in whom the undersigned officer has confidence. The undersigned agrees that this certificate may be relied upon by the Reliance Parties. For a period of thirty (30) days from the date hereof, the City will notify Purchaser in writing at its address shown above, of any changes in the truth and/or accuracy of any of the certifications or representations contained in this IRB Documents Estoppel certificate promptly upon the City’s learning of such change or inaccuracy.

IN WITNESS WHEREOF, Lessor has executed this instrument this ____ day of _____, 2025.

CITY:

CITY OF EDGERTON, KANSAS

By: _____

Name: Donald Roberts

Title: Mayor

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: January 23, 2025

Agenda Item: Resolution Approving an Assignment of Bond Documents

Subject: ELHC XIV Project (previously assigned to IPXIV Waverly LLC)

ELHC XIV, LLC (“ELHC”) previously constructed an approximately 822,500 sq. ft. warehouse and distribution facility located at 19451 Waverly Road. The City financed the project with \$38,000,000 of industrial revenue bonds issued in 2015 and \$25,000,000 of industrial revenue bonds issued in 2016.

In 2017, ELHC assigned the project to IPXIV Waverly LLC (“IP”). This entity is a joint venture between NorthPoint Development and Ares, which is a global real estate investment fund.

The joint venture entity now desires to assign the project to 19451 Waverly Road Owner, LLC, a Delaware limited liability company, which is affiliated with Artemis Real Estate Partners, an investment manager based in Washington, D.C. Northpoint 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 tax abatement.

RESOLUTION NO. 01-23-25C

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 XIV, LLC PROJECT), SERIES 2015 AND 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 XIV, LLC Project), Series 2015, in the aggregate maximum principal amount of \$38,000,000 (the "Series 2015 Bonds"), pursuant to a Trust Indenture dated as of December 1, 2015 (the "Original Indenture"), by and between the City and UMB Bank, N.A., as trustee (the "Trustee"), for the purpose of acquiring real property and acquiring, constructing, installing, and equipping an approximately 822,500 square foot industrial facility, including land, buildings, structures, improvements, fixtures, machinery, and equipment generally located at 19451 Waverly Road, Edgerton, Kansas (the "Project"); and

WHEREAS, the City issued its Industrial Revenue Bonds (ELHC XIV, LLC Project), Series 2016 (the "Series 2016 Bonds," and together with the Series 2015 Bonds, the "Bonds"), in the aggregate maximum principal amount of \$25,000,000, pursuant to a First Supplemental Trust Indenture dated as of September 1, 2016 (the "First Supplemental Indenture," and together with the Original Indenture, the "Indenture"), between the City and the Trustee, for the purpose of completing the improving and equipping of the Project; and

WHEREAS, the Project was leased by ELHC XIV LLC, a Kansas limited liability company ("ELHC"), to the City pursuant to a Base Lease Agreement dated as of December 1, 2015, as modified by a First Supplemental Base Lease Agreement dated as of September 1, 2016, and as further modified by a Second Supplemental Base Lease Agreement dated as of May 1, 2017 (collectively, the "Base Lease Agreement"), between ELHC and the City, and the Project was simultaneously subleased by the City to ELHC pursuant to a Lease Agreement dated as of December 1, 2015, as modified by a First Supplemental Lease Agreement dated as of September 1, 2016, as further modified by a Second Supplemental Lease Agreement dated as of May 1, 2017 (collectively, the "Lease Agreement"), between the City and ELHC; 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 December 1, 2015, 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 December 1, 2015 (the "Origination Fee Agreement"), between the City and ELHC, the Bond Purchase Agreement dated December 14, 2015 and the Series 2016 Bond Purchase Agreement dated September 26, 2016 (together, 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 IPXIV Waverly 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 19451 Waverly Road Owner, 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. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the IRB Documents Estoppel (the “Estoppel”) in substantially the form attached hereto as **Exhibit B** (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the 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 Estoppel.

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

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

[Balance of page intentionally left blank]

ADOPTED this 23rd day of January, 2025.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

[SEAL]

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

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

Assignment Resolution
ELHC XIV, LLC Project

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

EXHIBIT B

IRB DOCUMENTS ESTOPPEL

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

Title of Document: Assignment and Assumption of IRB Documents

Date of Document: _____, 2025

Grantor(s): IPXIV Waverly LLC, a Delaware limited liability company

Grantee(s): 19451 Waverly Road Owner, LLC, a Delaware limited liability company

Grantee's Address: 5404 Wisconsin Avenue, Suite 1000
Chevy Chase, Maryland 20815

Reference Book and Pages: Book 201605, Page 008543
Book 201605, Page 008544
Book 201705, Page 005954

Legal Description: See attached Schedule 1

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS (the “**Assignment**”) entered into on _____, 2025 (the “**Effective Date**”) is by and between IPXIV Waverly LLC, a Delaware limited liability company (the “**Assignor**”), and 19451 Waverly Road Owner, LLC, a Delaware limited liability company (the “**Assignee**”).

RECITALS

WHEREAS, the City of Edgerton, Kansas (the “**City**”) has previously issued its \$38,000,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC XIV, LLC Project) Series 2015 (the “**Series 2015 Bonds**”) pursuant to a Trust Indenture dated as of December 1, 2015 (the “**Original Indenture**”), between the City and UMB Bank, n.a., as trustee (the “**Trustee**”), and the City modified the Indenture by issuing its \$25,000,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC XIV, LLC Project) Series 2016 (the “**Series 2016 Bonds**”, collectively with the Series 2015 Bonds, the “**Bonds**”) pursuant to a First Supplemental Trust Indenture dated as of September 1, 2016 (the “**Supplemental Indenture**”, collectively with the Original Indenture, the “**Indenture**”), between the City and Trustee, and used the proceeds of the Bonds to construct a Project (as defined in the Indenture);

WHEREAS, ELHC XIV, LLC (“**ELHC XIV**”) leased the Project to the City pursuant to the Base Lease Agreement dated as of December 1, 2015 (the “**Original Base Lease**”), between ELHC XIV and the City, a memorandum of which was recorded May 24, 2016, in Book 201605, Page 008543, the Original Base Lease was modified by that certain First Supplemental Base Lease Agreement dated as of September 1, 2016 (the “**Supplemental Base Lease**”, collectively with the Original Base Lease and the Second Supplemental Base Lease Agreement described below, the “**Base Lease**”), and the Base Lease was further modified by the that certain Second 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 XIV pursuant to a Lease Agreement dated as of December 1, 2015 (the “**Original Lease Agreement**”), between the City and ELHC XIV, a memorandum of which was recorded May 24, 2016, in Book 201605, Page 008544, which Original Lease Agreement was modified by that certain First Supplemental Lease Agreement dated as of September 1, 2016 (the “**Supplemental Lease Agreement**”, collectively with the Original Lease Agreement and the Second Supplemental Lease Agreement described below, the “**Lease Agreement**”), and the Lease Agreement was further modified by that certain Second 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 XIV entered into Performance Agreement dated as of December 1, 2015 (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 XIV entered into an Origination Fee Agreement dated as of December 1, 2015 (the “**Origination Fee Agreement**”) whereby ELHC XIV agreed to make certain origination fee payments to the City over time;

WHEREAS, the City and ELHC XIV entered into a Bond Purchase Agreement dated as of December 14, 2015 relating to the Series 2015 Bonds and a Series 2016 Bond Purchase Agreement dated

as of September 26, 2016 relating to the Series 2016 Bonds (together, the “**Bond Purchase Agreement**”) whereby City agreed to issue and ELHC XIV agreed to purchase the Bonds on the terms and conditions set forth therein;

WHEREAS, Assignor assumed all of ELHC XIV’s right, title, and interest in and to the Indenture, the Bonds, the Bond Purchase Agreement, the Base Lease, the Lease Agreement, the Performance Agreement, and the Origination Fee Agreement (collectively, the “**IRB Documents**”) pursuant to the Assignment and Assumption of IRB Documents dated as of May 15, 2017, between ELHC XIV and Assignor, which was recorded on May 17, 2017, in Book 201705, Page 005954;

WHEREAS, Assignor now desires to assign and transfer to Assignee all of Assignor’s right, title, and interest in and to the IRB Documents;

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

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

AGREEMENT

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

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

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

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

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

5. **Representations.** Assignor represents and warrants that Assignor has not transferred, sold, encumbered, or otherwise disposed of the Bonds nor has Assignor assigned the Base Lease or transferred or encumbered or otherwise disposed of its interest in the Project. Assignor further represents and warrants that Assignor is not aware of any default which exists on this date by it or the counterparty under the IRB Documents. As of the Effective Date, Assignor and Assignee represent that Assignor has conveyed to Assignee its interest in the Project, including the buildings, structures, improvements, fixtures, machinery, and equipment 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:

c/o Artemis Real Estate Partners, LLC,
5404 Wisconsin Avenue, Suite 1000,
Chevy Chase, Maryland 20815
Attn: Michael Vu

With a copy to:

c/o Artemis Real Estate Partners, LLC,
5404 Wisconsin Avenue, Suite 1000,
Chevy Chase, Maryland 20815
Attn: Legal Department

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]

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

ASSIGNOR:

IPXIV Waverly LLC,
a Delaware limited liability company

By: _____
Susan Rohrbach,
Vice President & Assistant Secretary

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ____ day of _____, 2025, appeared Susan Rohrbach, to me personally known, who being duly sworn did say that she is the Vice President & Assistant Secretary of IPXIV Waverly LLC, a Delaware limited liability company (the “Company”), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and she further acknowledged said instrument to be the free act and deed of the Company.

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

[SEAL]

Notary Public

Printed Name: _____

My commission expires _____

ASSIGNEE:

19451 WAVERLY ROAD OWNER, 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 , a 19451 Waverly Road Owner, LLC, a Delaware limited liability company (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

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

[SEAL]

Notary Public

Printed Name: _____

My commission expires _____

CONSENT OF THE CITY OF EDGERTON, KANSAS

The City hereby acknowledges, consents and agrees to the execution and delivery of this Assignment and Assumption of IRB Documents dated _____, 2025, between IPXIV Waverly LLC, a Delaware limited liability company, and 19451 Waverly Road Owner, LLC, a Delaware limited liability company.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Name: Donald Roberts
Its: Mayor

ATTEST:

Alexandria Clower
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 Alexandria Clower, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

[SEAL]

Notary Public

Printed Name: _____

My commission expires _____

ACKNOWLEDGMENT OF TRUSTEE

UMB Bank, n.a., as trustee, hereby acknowledges the execution and delivery of this Assignment and Assumption of IRB Documents dated _____, 2025, between IPXIV Waverly LLC, a Delaware limited liability company (“Assignor”), and 19451 Waverly Road Owner, LLC, a Delaware limited liability company (“Assignee”).

The Trustee represents and warrants to the City of Edgerton, Kansas, Assignor, and Assignee that the Trustee has no knowledge of any default, monetary or otherwise, that has occurred under the terms of the IRB Documents.

UMB BANK, N.A.

By: _____
Jason McConnell, Vice President

ACKNOWLEDGMENT

STATE OF _____))
) SS.
COUNTY OF _____)

On this ____ day of _____, 2025 before me appeared Jason McConnell, a Vice President of UMB Bank, n.a., a national banking association, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said national banking association.

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 4, LOGISTICS PARK KANSAS CITY - SOUTHEAST, SECOND PLAT, A SUBDIVISION IN
THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS.

IRB DOCUMENTS ESTOPPEL

_____, 2025

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

19451 WAVERLY ROAD OWNER, LLC (“**Purchaser**”)
c/o Artemis Real Estate Partners
5404 Wisconsin Avenue, Suite 1000
Chevy Chase, Maryland 20815
Attention: Michael Vu

The Northwestern Mutual Life Insurance Company (“**Lender**”)
720 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Real Estate Investment Department

Re: (i) Trust Indenture dated as of December 1, 2015 (the “**Original Indenture**”), between the City of Edgerton, Kansas (the “**City**”) and UMB Bank, n.a., as trustee (the “**Trustee**”), pursuant to which the City has previously issued certain Industrial Revenue Bonds (ELHC XIV, LLC Project) Series 2015 in the aggregate maximum principal amount of \$38,000,000 (the “**Series 2015 Bonds**”) as modified by the First Supplemental Trust Indenture dated as of September 1, 2016 (the “**Supplemental Indenture**”, collectively with the Original Indenture, the “**Indenture**”) for the purpose of issuing the \$25,000,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC XIV, LLC Project) Series 2016 (the “**Series 2016 Bonds**”, collectively with the Series 2015 Bonds, the “**Bonds**”); (ii) Base Lease Agreement dated as of December 1, 2015 (the “**Original Base Lease**”), as supplemented by the First Supplemental Base Lease Agreement dated as of September 1, 2016, to which Seller (as successor by assignment to ELHC XIV, LLC, a Kansas limited liability company) and the City are parties, a memorandum of which was recorded May 24, 2016, in Book 201605, Page 008543, and further supplemented by the Second Supplemental Base Lease Agreement dated as of May 1, 2017 (as supplemented, the “**Base Lease**”); (iii) Lease Agreement dated as of December 1, 2015 (the “**Original Lease Agreement**”), as supplemented by the First Supplemental Lease Agreement dated as of September 1, 2016, to which Seller (as successor by assignment to ELHC XIV, LLC) and the City are parties, a memorandum of which was recorded May 24, 2016, in Book 201605, Page 008544, and further supplemented by the Second Supplemental Lease Agreement dated as of May 1, 2017 (as supplemented, the “**City Lease**”); (iv) the Performance Agreement dated as of December 1, 2015, as amended by the First Amendment to Performance Agreement dated as of May 1, 2017, to which the Seller (as successor by assignment to ELHC XIV, LLC) and the City are parties (as amended, the “**Performance Agreement**”); (v) Origination Fee Agreement dated as of December 1, 2015 to which the Seller (as successor by assignment to ELHC XIV, LLC) and the City are parties (the “**Origination Fee Agreement**”); and (vi) Bond Purchase Agreement dated December 14, 2015 relating to the Series 2015 Bonds and Series 2016 Bond Purchase Agreement dated September 26, 2016

relating to the Series 2016 Bonds to which the Seller (as successor by assignment to ELHC XIV, LLC) and the City are parties (together, the “**Bond Purchase Agreement**”), each relating to the issuance of the Bonds in respect of the development of the industrial project known as IPXIV Waverly, Edgerton, Kansas (as more particularly described in the hereafter defined IRB Documents, the “**Property**”). The Indenture, the Bonds, the Base Lease, the City Lease the Performance Agreement, the Origination Fee Agreement and the Bond Purchase Agreement are referred to herein collectively as the “**IRB Documents**”.

Ladies and Gentlemen:

The City acknowledges that 19451 WAVERLY ROAD OWNER, LLC, a Delaware limited liability company (the “**Purchaser**”), is the contract purchaser of the Property and the proposed assignee of all of Seller’s right, title and interest in and to the Property and the IRB Documents. In connection with the foregoing, the City hereby certifies to Purchaser, Seller, and Lender (collectively, the “**Reliance Parties**”) as follows:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Lessor has executed this instrument this ____ day of _____, 2025.

CITY:

CITY OF EDGERTON, KANSAS

By: _____

Name: Donald Roberts

Title: Mayor



Community Development Quarterly Report

Quarter 4:
Oct-Dec 2024

Building Permitting

Building Permits Issued

21 Residential **10** Non-Residential

Inspections

116 TOTAL INSPECTIONS
COMPLETED

45 Residential **71** Non-Residential

1 TCO Issued

\$4,852,542 TOTAL PERMIT
VALUATION

\$2,786,064 Residential Valuation

\$2,066,478 Non-residential Valuation

Planning & Zoning

2 Final Plats Approved

2 Final Site Plans Approved

1 Conditional Use Permits
Approved

Code updates for driveways
and fences approved

Planning News

Dwyer Farms

Vertical construction of the first homes in Dwyer Farms began, with a total of 12 permits having been issued in the fourth quarter of 2024.

312 E. 5th Street

City Council directed staff to have the unsafe structure at 312 E. 5th Street demolished at the October 10, 2024 City Council meeting. A demolition permit was issued on December 10, 2024, with work being completed by December 31, 2024. The site was stabilized and is now vacant.

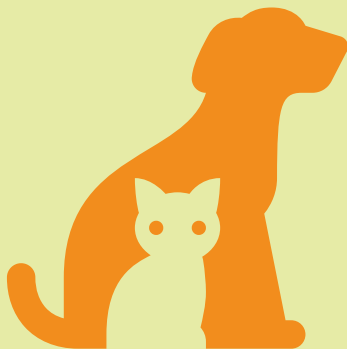




Community Development Quarterly Report

Quarter 4:
Oct-Dec 2024

Animal Control



43

LOOSE
ANIMALS

6

UNREGISTERED
PET VIOLATIONS

0

DANGEROUS
DOG

5

BARKING
COMPLAINTS

0

NEGLECT
INVESTIGATIONS

2

DOG BITE CASES

3

DECEASED
ANIMALS REMOVED

1

CHICKEN PERMITS
& INSPECTIONS

2

CITATION ISSUED

Boat/RV	8
Inoperable Vehicles	22
Trash/Exterior Conditions/Storage	24
Public Safety	6
Parking	0
Signage	0
Tall Grass/Weeds	1
Environmental	0
Zoning	1

CODE ENFORCEMENT

72% ABATED

28% OPEN CASES

62

VIOLATION LEVEL
CASES

71%

OFFICER DRIVEN

2

CITATIONS ISSUED

29%

RESIDENT DRIVEN

During the two recent snowstorms, the City's Code Enforcement Officer spent 14 hours in total, notifying 40 vehicle owners to move vehicles, 125 sidewalk notices, and 30 follow up contacts.

The Community Development Department strives to create a livable, resilient, and safe City by enhancing and guiding our community's neighborhoods and commercial areas through City planning, building supervision, code enforcement, and animal control.



Public Works Quarterly Update

October-
December 2024

Departmental Programs

Q4 Highlights

7.5 linear miles

Gravel Roads Graded

52 tons

Hot Patch Laid

181 lane miles

Street Sweeping

181 miles

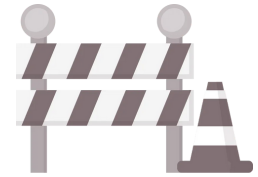
of Street Sweeping

210 cubic yards

Leaf Removed



Sign ID
Implementation
100% Complete



Preparing for Winter

Public Works Crews are responsible for caring for the City's streets and bridges during cold weather. Each fall, employees complete snow plow training and learn the priority routes for winter storm events. Training includes an obstacle course where drivers have to avoid cones that represent things like mailboxes, parked cars and even people.

Besides training, crews also begin equipment preparation. This includes inspecting snow plow blades for cracks or wear, checking hoses and fittings, performing maintenance like hydraulic fluid flushes and oil changes, mounting the plow blades, etc.

166.5 tons

Salt Ordered

6

Plows

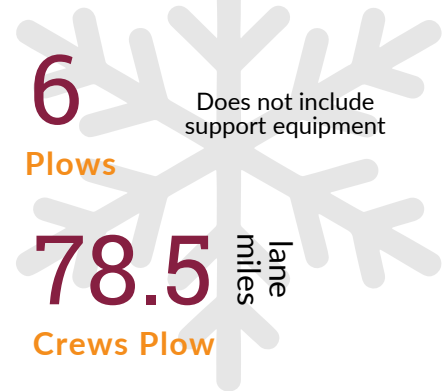
Does not include
support equipment

78.5 lane miles

Crews Plow

2 Emp.

CDL Training



Other Duties

Other Department Support	21 Work Orders
Lead Service Line Inventory Inspections	Completed
Jetting Program	Completed
Facility Maintenance	53 Work Orders
Vehicle and Equipment Maintenance	48 Work Orders



Utilities Quarterly Update

Oct - Dec 2024

Water **8,874,300**
gallons pumped in Q4



Flushing

- 124,656 gallons

Testing

- Daily Chlorine
- 6 Bac-T (Ecoli)
- Quarterly S2DBPR



0 Failed Tests

202
locates

Locates

Locates include water and sewer lines from Sept-December. Four of these locates were emergency.

Maintenance Highlights

13 Meters Repair/Replace

13 Meter Maintenance **45** Monthly meter readings



Service Orders

Sept 1 - Dec. 31



55
turn-offs for
non-payment



18
turn-ons

43
continuous flow reports

Investigations

- 7 Meters "not reporting" or not working
- 0 Antennas damaged and replaced
- 1 Meter shut off and winterized



Lead Service Line Inventory

The City of Edgerton completed the Lead Service Line inventory in Q4. Based on responses received and computer modeling, no lead service lines were found within the City's water distribution system. The full inventory is available for review at City Hall.

Edgerton Utilities is committed to providing excellent water, wastewater, and stormwater services that ensure the health and safety of our community with a focus on protecting our limited water resources efficiently and effectively for generations to come.



Utilities Quarterly Update

Oct - Dec 2024

Sewer



11,076,000
gallons treated

276,270
gallons of sludge processed



0 Leaks

0 Sanitary Sewer
Overflow

Plant Maintenance

Staff repaired a blower Big Bull Creek Wastewater Treatment Plant after a mechanical failure. The blower was sent off for repair and required machine work. The blower has been in service since October 2013 with general maintenance conducted regularly.

Lift Station Maintenance

- **EWWS** -General maintenance completed by Utilities staff
- **8th St LS** - Winter heater activated
- **Essex LS and IMF LS** - Grease and trash management



Staffing/Training

- Utilities Maintenance Tech received CDL training



Sludge Testing Completed in Q4

CDBG Sewer Rehabilitation Project

The City completed the 2024 CDBG Sewer Rehabilitation Project. The project replaces clay tile pipe with cured-in-place pipe (CIPP) to reduce inflow and infiltration of storm water into our sanitary sewer system. In 2024, the area that received work was between Nelson and McCarty Streets, from 1st to 5th streets.

Design will begin soon on the 2025 Project. The County has awarded Edgerton a \$200,000 grant for the coming year's project.