

**EDGERTON SPECIAL CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
November 4, 2024  
4:00 P.M.**

**Call to Order**

**1. Roll Call**

\_\_\_\_\_ Roberts \_\_\_\_\_ Longanecker \_\_\_\_\_ Lewis \_\_\_\_\_ Lebakken \_\_\_\_\_ Malloy \_\_\_\_\_ Conus

**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. Confirm Request for a Special Meeting of the Edgerton City Council

5. Approve Temporary Construction Easement for Hammit, Thore J. at 609 E 2<sup>nd</sup> Street for the 2<sup>nd</sup> Street Reconstruction Project

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**Regular Agenda**

6. **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.

7. **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**

8. **CONSIDER AN INVOICE FOR UTILITY INSPECTION & ROADWAY WORKER IN CHARGE SERVICES FROM WILSON & COMPANY FOR \$45,000 FOR DWYER SEWER EXTENSION PROJECT**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**9. CONSIDER CHANGE ORDER #2 AND #3 TO AGREEMENT WITH RENAISSANCE INFRASTRUCTURE CONSULTING FOR DESIGN SERVICES OF 2<sup>ND</sup> STREET RECONSTRUCTION.**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**10. Report by the City Administrator**

**11. Report by the Mayor**

**12. Future Meeting Reminders:**

- November 12: Planning Commission – 7:00PM
- November 14: City Council Meeting – 7:00PM
- December 10: Planning Commission – 7:00PM
- December 12: City Council Meeting – 7:00PM

**13. Adjourn** Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

# EVENTS

10/28: Spooktacular Jack-O-Lantern Showcase  
11/8: Mayors Christmas Tree Fund Trivia Night  
11/12: Tales for Tots  
11/15: DIY Christmas Round Door Hanger  
11/20: Senior Lunch & BINGO  
11/22: Golden Oldies Music Bingo  
12/4: Kids DIY Handprint Holiday Towel  
12/6: Tree Lighting Ceremony  
12/7: Jingle Puzzle Dash  
12/10: Tales for Tots  
12/13: Kids Night Out

Project Name: 2nd Street Reconstruction  
Parcel No. 0462030701026004020  
Track No. 18  
(Single Person)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of October, 2024 by and between **THORE JAMES HAMMITT**, 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 Three Hundred Forty and No/100 Dollars (\$340) 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 the North 70.00 feet of Lots 13, 14, 15, 16, 17 and 18, in Block 07, TOWN OF MARTIN, commonly called CITY OF 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 22, 2024, as follows:

Beginning at the Northwest corner of Lot 13, Block 07, in said subdivision; thence along the Northline of said Lot 13 North 88°39'58" East, 41.95 feet to a point on the North line of Lot 14, Block 07, of said subdivision; thence departing said North line South 00°48'16" East, 34.67 feet; thence South 52°24'41" West, 44.14 feet; thence South 01°22'07" East,

9.22 feet to the South line of the North 70.00 feet of said Lot 13; thence along said South line, South 88°39'58" West, 6.00 feet to the West line of Lot 13; thence along the West line of Said Lot 13 North 01°21'55" West, 70.00 feet the Point Of Beginning, containing 2,126 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 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:**

*THJ*

Printed Name: THORE JAMES HAMMITT

Property Address:  
609 E 2ND ST

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

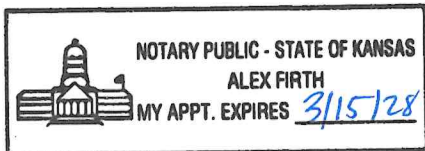
County of Johnson

This instrument was acknowledged before me on this 30 day of October,  
2024, by THORE JAMES HAMMITT.

*Alex Firth*  
\_\_\_\_\_  
(Signature of notarial officer)

(Seal, if any)

Assistant City Clerk  
\_\_\_\_\_  
Title (and Rank)



[My appointment expires: 3/15/28]

**GRANTEE:**

**CITY OF EDGERTON, KANSAS,**  
A Municipal Corporation

By: \_\_\_\_\_  
City Administrator

ATTEST:

(SEAL)

\_\_\_\_\_  
City Clerk

**ACKNOWLEDGMENT**

State of Kansas

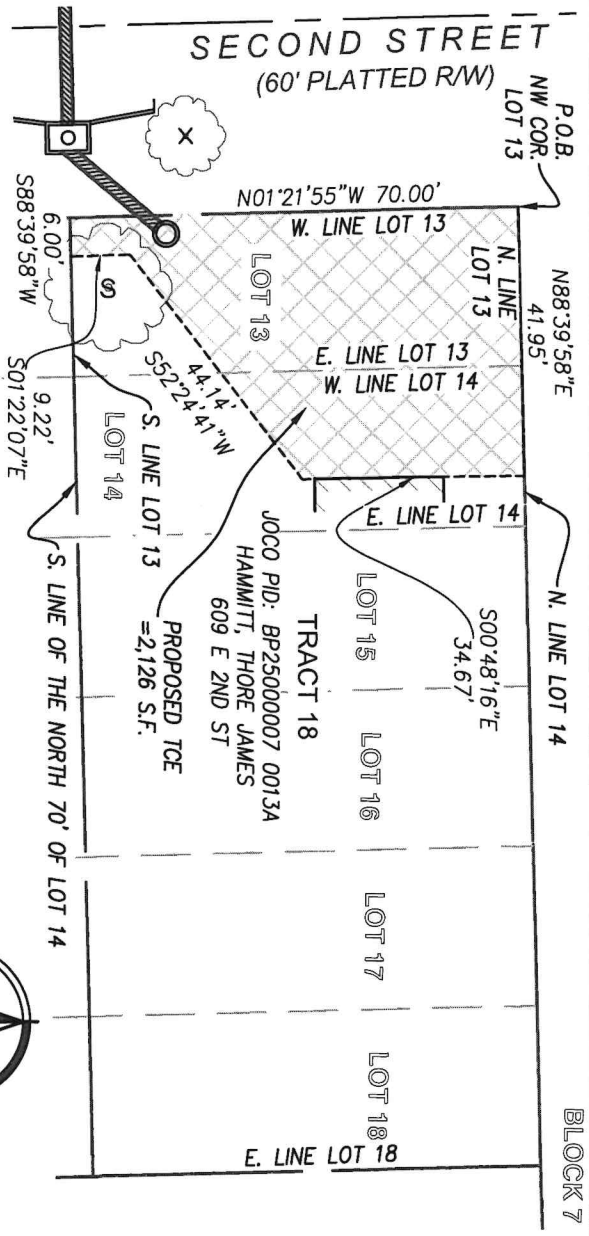
County of Johnson

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Beth Linn, City Administrator for the City of Edgerton, Kansas.

(Seal)

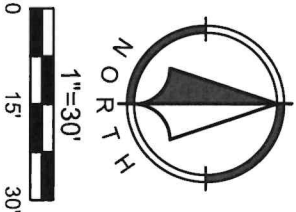
\_\_\_\_\_  
Notary Public

[My appointment expires: \_\_\_\_\_]



**LEGEND:**

- TCE TEMPORARY CONSTRUCTION EASEMENT
- ☒ TREE TO BE DEMOLD
- ⊗ TREE TO BE SAVED
- P.O.B. POINT OF BEGINNING



**Description**

A temporary construction easement in the North 70.00 feet of Lots 13, 14, 15, 16, 17 and 18, in Block 07, TOWN OF MARTIN, commonly called CITY OF 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 22, 2024, as follows:

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Exhibit A

I hereby certify that this Easement description is true and correct to the best of my professional knowledge and belief and was prepared by me or under my direct supervision

**DRAFT**

**COPY**

Wayne E. Malnicof, Kansas PS-1239  
 RIC KS CLS-234  
 wmalnicof@ric-consult.com

TEMPORARY CONSTRUCTION EASEMENT  
 TRACT 18

**Renaissance Infrastructure Consulting**

102 Abbie Avenue  
 Kansas City, Kansas 66103  
 913.317.9500  
 www.ric-consult.com

Certificates of Authorization: MO CLS-2011003572; KS CLS-234; OK CA-7072; SD C-8496; AR COA 3574; TX 10194376

Sheet 1 of 1  
 RIC No. 23-0140  
 Prepared 10-22-2024

## City Council Action Item

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**Council Meeting Date:** November 4, 2024

**Department:** Public Works

**Agenda Item: Consider an Invoice for Utility Inspection & Roadway Worker in Charge Services from Wilson & Company for \$45,000 for Dwyer Sewer Extension Project.**

**Background/Description of Item:**

On August 23, 2023, City Council approved an agreement with BNSF Railway for a Pipeline License to access BNSF property perform the work related to the Dwyer Sewer Extension beneath the railroad. Subsequently the agreement was executed, and a permit was issued by BNSF to the City. Part of the agreement includes additional services including inspection coordination and flagging/safety oversight known as Roadway Worker In Charge (RWIC). The costs for these additional services are based on days and hours required by the contractor to perform the work within the BNSF right of way.

On May 23, 2024, City Council approved a contract with Beemer Construction, Inc. for the construction of the Dwyer Sewer Extension. Since then, the contractor has reviewed all necessary permits and mobilized to site. In preparation for the work within the BNSF right of way the contractor provided the City with an estimated number of days where RWIC services will be needed. City Staff then coordinated with BNSF through Wilson & Company who provides these services to schedule inspections.

On July 25, 2024, City Council approved payment of a pre-payment invoice to Wilson & Company for inspections and RWIC services that included 40 working days of 10-hour days and working on Saturdays as requested by the contractor plus 40 hours of overtime for flagging set up and travel time.

Due to unforeseen circumstances encountered by the contractor that slowed down boring under the railroad right-of-way additional days beyond the original schedule are needed to complete the work. Additionally, scheduling expenses from BNSF for BNSF personnel overtime and remobilization have been billed to the original prepayment account depleting the funds before the original schedule was completed. City Staff has worked with Beemer Construction and Wilson & Company to identify an estimate for additional days, overtime, and mobilizations needed for the completion of the project. Based on these quantities, City Staff recommends a not to exceed of \$45,000. This amount will be enough for approximately two additional work weeks. This is in addition to 4 days previously paid under City Administrator authority on



October 29, 2024 for \$14,350 to continue working the remainder of last week (October 30-November 1).

This invoice is through the same agreement executed with BNSF with Wilson & Company working on behalf of BNSF. The cost for BNSF inspections and RWIC are budgeted within the construction budget for the Dwyer Sewer Extension project. By billing this invoice directly to the City, we are saving the likely mark-up associated with processing this work through the contractor. City Staff recommends approving \$45,000 as a maximum not to exceed for prepayment of additional inspection and RWIC services. Any unused funds will be returned to the City.

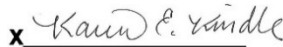
**Related Ordinance(s) or Statue(s):** N/A

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**Funding Source:** KDHE SRF Loan, RHID

**Budget Allocated:** \$5,000,000

**Finance Director Approval:**

  
Karen Kindle, Finance Director

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**Recommendation: Approve Pre-Payment of Invoice for Utility Inspection & Roadway Worker In Charge Services from Wilson & Company for \$45,000 for Dwyer Sewer Extension Project.**

**Enclosed:** None

**Prepared by:** Holly Robertson, PE, CIP Project Manager

## City Council Action Item

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**Council Meeting Date:** November 4, 2024

**Department:** Public Works

**Agenda Item: Consider Change Order #2 and #3 to Agreement with Renaissance Infrastructure Consulting for Design Services of 2<sup>nd</sup> Street Reconstruction.**

**Background/Description of Item:**

The City of Edgerton is reconstructing East 2<sup>nd</sup> Street / COOP Road from Nelson Street to the south City Limits and East Edgewood/West Edgewood Road from East 2<sup>nd</sup> Street / COOP Road to West 4<sup>th</sup> Street. The project includes complete reconstruction of the pavement down to subgrade, new sidewalks, streetlights, new stormwater infrastructure, utility improvements, and drainage improvements along the project.

During the Greenspace project, 3<sup>rd</sup> Street had to be cut to install curb and a connection to the alley between 3<sup>rd</sup> Street and 4<sup>th</sup> Street. Construction revealed that many areas of 3<sup>rd</sup> Street was found to be very thin, less than 2 inches thick in some areas and in poor condition.

At a City Council meeting, dating September 12, 2024 City Council requested that City Staff consider reconstructing East 3<sup>rd</sup> Street adjacent to The Greenspace in conjunction with the design and construction of the 2<sup>nd</sup> Street Reconstruction project.

On October 24, 2024 City Council approved the 2025-2029 Capital Improvement Program that included funding the reconstruction of East 3<sup>rd</sup> Street, this amount will revise the project budget for 2<sup>nd</sup> Street Reconstruction. The addition of 3<sup>rd</sup> Street included an estimate is \$427,500 which includes design, construction, utility relocation, easements, and inspection. It was recommended to include the construction of East 3<sup>rd</sup> Street with 2<sup>nd</sup> Street in order to limit mobilization cost and combine contractor efforts. City Staff recommend amending the design contract for the 2<sup>nd</sup> Street Reconstruction Project with Renaissance Infrastructure Consulting (RIC) to add the design of East 3<sup>rd</sup> Street. RIC has provided a change order (CO#3) and cost breakdown of \$45,440.00 to perform the design for East 3<sup>rd</sup> Street which is attached.

Additionally, RIC has requested a change order (CO#2) for additional design services performed for the 2<sup>nd</sup> Street Reconstruction project. This includes preparing design plans and specifications for waterline relocation, additional drainage improvements for the West 2<sup>nd</sup> Street Cul-de-sac, design for West 3<sup>rd</sup> Street Sanitary Sewer Relocation, and additional services related to prepared right-of-way exhibits for easements. The change order for additional services is \$20,470.00.

A breakdown of total contract amount, previously approved change orders, and the proposed change orders are shown below.

		<b>Contract Amount</b>	<b>\$407,025</b>	
<b>Change Order</b>	<b>Note</b>	<b>Add/Deduct</b>	<b>Authorization</b>	<b>Status</b>
CO #1	Design for Edgewood Drive from E 2nd/COOP to W 4th Street	\$ 137,495.00	City Council	Approved
CO #2	W. 2nd Street and Utility Design Services	\$ 20,470.00	City Council	Not Approved
CO #3	Design Services for East 3rd Street	\$ 45,440.00	City Council	Not Approved
<b>Revised Contract Amount</b>		<b>\$610,430</b>		

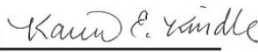
Change Order #2 and #3 for additional services is within the total project budget for 2<sup>nd</sup> Street Reconstruction. A budget update will be brought to City Council in early 2025 as easements are acquired, an engineer’s cost estimate is provided for construction of both projects, and concurrence to bid is prepared.

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

**Funding Source:** PIF LPKC Phase 1 (2<sup>nd</sup> Street)  
Street Excise Tax (3<sup>rd</sup> Street)

**Budget Allocated:** 2<sup>nd</sup> Street Reconstruction: \$4,762,496  
East 3<sup>rd</sup> Street Reconstruction: \$427,500

**Finance Director Approval:**

x   
Karen Kindle, Finance Director

**Recommendation: Approve Change Order #2 and #3 to Agreement with Renaissance Infrastructure Consulting for Design Services of 2<sup>nd</sup> Street Reconstruction.**

**Enclosed:** Change Order #2 – Additional Design Services  
Change Order #3 – Design for East 3<sup>rd</sup> Street Reconstruction

**Prepared by:** Holly Robertson, PE, CIP Project Manager

**FEE ESTIMATE**  
**Additional Services - 3rd Street**  
**2nd Street Reconstruction Plans**  
**Edgerton, KS**

TASK	Description	Principal	PM	Project Engineer (PE)	Design Engineer (IE)	Landscape Architect	Sr. Tech	RLS	Survey Crew	Survey CAD Technician	Project Representative	Total Hrs
<b>3rd Street</b>												
<b>Phase I - Survey &amp; Utility Research</b>												
1	Field Survey							6	16			22
2	Property Research							4		4		8
3	Utility Research & Coordination			2			2					4
4	Prepare Base Map							4		18		22
	Hours for Data Collection & Conceptual Design	0	0	2	0	0	2	14	16	22	0	56
<b>Phase II - Preliminary Plans (3rd Street)</b>												
5	Develop Preliminary Plans		8	16	20		32					76
6	Utility Coordination			2	2		4					8
7	Prepare Preliminary Cost Estimate		1	2	2		2					7
8	Address City Comments		2	4	6		8					20
	Hours for Field Check Design	0	11	24	30	0	46	0	0	0	0	111
<b>Phase III - Final Design (3rd Street)</b>												
9	Utility Coordination		1	1	1							3
10	Prepare Easement Exhibits (Assumes 4 Properties @ \$500)							4		15		19
11	Prepare Final Plans		8	12	16		20					56
12	Prepare Final Cost Estimate		1	2	2		3					8
13	QA/QC of Final Plans		4	4	4		4				4	20
14	Staking for Easements							1	4	2		7
15	Staking for Utilities							1	4	2		7
	Hours for Final Design	0	14	19	23	0	27	6	8	19	4	120
<b>Phase IV - Bidding Phase</b>												
16	Answer Questions During Advertisement for Bids		2	4	4							10
	Hours for Bidding	0	2	4	4	0	0	0	0	0	0	10
<b>Phase V - Construction Administration Phase (3rd Street)</b>												
17	RFIs, RFPs, Shop Drawing Review		2	2	2							6
18	Answer Question During Construction		4	6								10
19	Preparation of Record Drawings		2	2			8	1	4			17
	Hours During Construction	0	8	10	2	0	8	1	4	0	0	33

Labor Rate	\$ 240.00	\$ 200.00	\$ 150.00	\$ 120.00	\$ 120.00	\$ 95.00	\$ 150.00	\$ 175.00	\$ 95.00	\$ 95.00	Totals
Sub-Total - Phase I - Survey & Utility Research	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ 190.00	\$ 2,100.00	\$ 2,800.00	\$ 2,090.00	\$ -	\$ 7,480.00
Sub-Total - Phase II - Preliminary Plans (3rd Street)	\$ -	\$ 2,200.00	\$ 3,600.00	\$ 3,600.00	\$ -	\$ 4,370.00	\$ -	\$ -	\$ -	\$ -	\$ 13,770.00
Sub-Total - Phase III - Final Design (3rd Street)	\$ -	\$ 2,800.00	\$ 2,850.00	\$ 2,760.00	\$ -	\$ 2,565.00	\$ 900.00	\$ 1,400.00	\$ 1,805.00	\$ 380.00	\$ 15,460.00
Sub-Total - Phase IV - Bidding Phase	\$ -	\$ 400.00	\$ 600.00	\$ 480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,480.00
Sub-Total - Phase V - Construction Administration Phase (3rd Street)	\$ -	\$ 1,600.00	\$ 1,500.00	\$ 240.00	\$ -	\$ 760.00	\$ 150.00	\$ 700.00	\$ -	\$ -	\$ 4,950.00

<b>Labor - 3rd Street Reconstruction Plans</b>	<b>\$ 43,140.00</b>
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Expenses	
Printing	\$ 200.00
Mileage	\$ 100.00
O&E Reports (4 @ \$500 each)	\$ 2,000.00

<b>Total Expenses 3rd Street</b>	<b>\$ 2,300.00</b>
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<b>Total Fee for 3rd Street</b>	<b>\$ 45,440.00</b>
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**FEE ESTIMATE**  
**Additional Services**  
**2nd Street Reconstruction Plans**  
**Edgerton, KS**

	Description	Principal	PM	Project Engineer (PE)	Design Engineer (IE)	Landscape Architect	Sr. Tech	RLS	Survey Crew	Survey CAD Technician	Project Representative	Total Hrs
<b>TASK</b>	<b>2nd Street Reconstruction</b>											
<b>Additional Services</b>												
1	Co-Op & 2nd Street South R/W		4					16		4		24
2	3rd Street Sanitary Sewer Relocation		6	8			24					38
3	2nd Street Cul-de-sac		2	8			12	1	6	2		31
4	Waterline Reconstruction		6	16	12		32					66
	Hours for Additional Services	0	18	32	12	0	68	17	6	6	0	159

<b>Labor Rate</b>	\$ 240.00	\$ 200.00	\$ 150.00	\$ 120.00	\$ 120.00	\$ 95.00	\$ 150.00	\$ 175.00	\$ 95.00	\$ 95.00		
<b>Sub-Total - Additional Services</b>	\$ -	\$ 3,600.00	\$ 4,800.00	\$ 1,440.00	\$ -	\$ 6,460.00	\$ 2,550.00	\$ 1,050.00	\$ 570.00	\$ -		<b>Totals</b>
												<b>\$ 20,470.00</b>

<b>Labor - Additional Services</b>	<b>\$ 20,470.00</b>
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<b>Total Fee for Additional Services</b>	<b>\$ 20,470.00</b>
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