

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
FEBRUARY 12, 2026
7:00 P.M.**

Call to Order

1. Roll Call

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

2. Welcome

3. Pledge of Allegiance

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

4. Approve Minutes from January 22, 2026, Regular City Council Meeting
5. Approve Addendum No. 1 to the Post-Issuance Tax Compliance Services Proposal from Gilmore & Bell for the Series 2021A Home Rule Revenue Bonds
6. Approve an Annual Agreement for Portable Restroom Services with Gerken Rent-All

Motion: _____ Second: _____ Vote: _____

Regular Agenda

7. **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.
8. **Public Comments.** Members of the public are welcome to present their items of concern to the City Council. The Council will not discuss or debate these items, nor will the Council make decisions on items presented during this time. Speakers should address their comments to City Council only not members of the audience or staff.

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

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

Business Requiring Action

9. **CONSIDER AGREEMENT FOR TEMPORARY WORKSPACE WITH SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

Motion: _____ Second: _____ Vote: _____

10. CONSIDER AGREEMENT WITH OLSSON FOR MARTIN CREEK PARK EXPLORATION PROJECT

Motion: _____ Second: _____ Vote: _____

11. CONSIDER AMENDMENT NO. 1 TO THE LOAN AGREEMENT WITH KDHE FOR KDHE PROJECT NO. C20 3097 01.

Motion: _____ Second: _____ Vote: _____

12. CONSIDER CHANGE ORDER #4 TO KANSAS HEAVY CONSTRUCTION, LLC FOR THE EAST 2ND STREET/EDGEWOOD AND EAST 3RD STREET RECONSTRUCTION PROJECT IN THE AMOUNT OF \$70,664.30.

Motion: _____ Second: _____ Vote: _____

13. Report by the City Administrator

- Q4 Community Development Report
- STORMWATER & STREETS Update

14. Report by the Mayor

15. Future Meeting Reminders:

February 26: City Council Meeting
March 10: Planning Commission Meeting
March 12: City Council Meeting
March 26: City Council Meeting
April 9: City Council Meeting
April 14: Planning Commission Meeting

16. Adjourn

EVENTS

February 19: Om Grown Yoga
February 24: Toddler Gym Jam
February 26: Easter Egg Wreath
February 26: On Grown Yoga
February 17: Blood Drive
March 10: Tales for Tots – Potatoes
March 10: Scrappy Porch Bunny with The Barefoot Builder

City of Edgerton, Kansas
Minutes of City Council Regular Session
January 22, 2026

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on January 22, 2026. The meeting convened at 7:00 PM with City Council Mayor Roberts presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Attorney, Todd Luckman
- Assistant to the City Administrator, Kara Banks
- Assistant to the City Administrator, Trey Whitaker
- City Clerk, Dusti Callahan
- Public Works Director, Dan Merkh
- Finance Director, Karen Kindle
- Senior Accountant, Justin Vermillion
- Development Services Director, Zach Moore
- Parks and Recreation Director, Levi Meyer
- Public Works Foreman, Chase Forrester
- Construction Inspector, Todd Veeman
- Recreation Superintendent, Brittany Paddock
- CIP Project Manager, Rhoderic Montgomery

2. WELCOME. Mayor Roberts welcomed all in attendance.

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

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

4. Approve Minutes from January 8, 2026, Regular City Council Meeting
5. Approve Final Acceptance For The 2025 Street Preservation Program
6. Approve Resolution 01-22-26A Approving A Subordination/Attornment Agreement for ELHC XXXII, LLC Project

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

7. Approve A Contract For Services And Scope Of Work With ETC Institute For The 2026 Citizen Survey

Councilmember Longanecker moved to approve, seconded by Councilmember Lebakken to approve items 4-7 on the Consent Agenda. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Lebakken

Absent: Malloy

Regular Agenda

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

9. **Public Comments.** There were no public comments made.

10. Introduction of New Employee

Public Works Director, Dan Merkh, introduced the City's new CIP Project Manager, Rhoderic Montgomery.

Rhod comes from the City of Olathe, where he worked for four and a half years. He started off on the manhole team, inspecting and repairing manholes. That is where he found his love for public service, so he decided to go back to school and earned a Bachelor's degree for Public Administration in May. He is excited to be here, and work with this great team.

Mayor stated he is happy to have Rhod here, and to hear his energy for public service.

Councilmembers gave Rhoderic a welcome.

10.5 Public Works Announcement

Mayor would like to add item 10.5 to the Agenda for Public Works Announcement.

Assistant to City Administrator, Trey Whitaker, introduced Tim Ross with the KC Metro Chapter of Public Works Institute, who presented a graduation certificate to Public Works Foreman, Chase Forrester.

Tim Ross stated that the program requires four planned modules every 6 months. Mr. Ross praised Chase's dedication to the program, as he was unable to come every time due to work obligations. Mr. Ross stated most guys say the most valuable part is meeting hundreds of people from different cities around the KC Metro area.

Mr. Forrester stated he appreciates all the new contacts. His favorite part, other than meeting new people, is the opportunity to re-evaluate operational. He loves the opportunity to apply different ideas to the department and City.

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Tim Ross has a diploma and desktop plaque for Mr. Forrester. This says for completing the 90-hour Public Works Institute program. He graduated on December 10, 2025.

Mayor expressed his thanks to Mr. Forrester for continuing his education to improve the community.

Business Requiring Action

11. CONSIDER AGREEMENT FOR TEMPORARY WORKSPACE WITH SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

Public Works Director, Dan Merkh, came to discuss the agreement with Southern Star Central Gas Pipeline, Inc. by the Big Bull Creek Wastewater Plant. Southern Star is requesting Temporary Workspace for construction activities to stage equipment. The agreement does state restoration will be made of any areas impacted by construction. This request is for zero dollars.

Mayor asked Mr. Merkh if this is a 45-day term or what is the time frame. Mr. Merkh said it is typically for 2 years. He will contact Southern Star to ask. Mayor stated he was only curious about that part, the "temporary construction." Mr. Merkh stated there is excavation involved in doing the testing. Mayor said he wanted to make sure it was truly temporary. The term of agreement should define that. He did not want that to be 5 or 10 years. Mr. Merkh said he will get the information and report back. Mayor stated that he would prefer table item 11, so it is signed with a term.

Councilmember Conus asked if there are any direct or indirect costs for us (City). Mr. Merkh stated there should not be direct or indirect costs to the City. There is risk with digging, but they do site restoration. The area borders the fence but does not cross the fence line.

City Attorney, Todd Luckman, stated there is a 45-day notice before they come and plan on working in June or July of 2026.

Mayor stated that this is a more intense inspection process. They may have noticed something and that is why they want to test and may need to do repairs and elongate the process.

Councilmember Lewis asked if it is custom for communities to provide space for them to work for no charge. Mr. Merkh stated it is very common for this type of agreement.

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Councilmember Lewis expressed he understand the maintenance; he was just curious about the charge for access/storage.

Mayor stated the City pays for temporary construction easements all the time. Many utilities request temporary easements.

City Administrator, Beth Linn, stated some just get a right of entry, but the concern is usually about restoration.

Mayor stated they have legal rights as they have the easement already.

Mr. Luckman stated this is technically a license. He believes the City would have a strong case to terminate it if they were to extend too long, even without a term due to it being the City's property.

Mayor stated he would like a term in writing.

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis to table item 11 for the February 12, 2026, regular Council Meeting. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Conus, Lebakken

Absent: Malloy

12. Report by the City Administrator

- 2025 Recreation in Review
 - Parks & Recreation Director, Levi Meyer, presented a summarization of the year. There were approximately 3,906 in attendance for special events in 2025. That only includes City-led events, not things such as School/PTO events, Frontier Days, etc. 1,798 were approximately in program attendance. 90 different programs were offered. There is a 9% increase in attendance at events. New Programs offered in 2025 were Women's Self Defense, Charcuterie Board, Diecast Racing, and Hunter Safety. The Greenspace had a total of 38,289 total visits, averaging 129.8 visits per day. There was a total of 44 rentals from April through December months. 49% of day passes sold are residents, 80% of memberships scans were residents.
 - Mr. Meyer gave an update on Parks. Just under 5,600 vehicles were counted in traffic at Martin Creek Park. Just under 3,800 were counted in pedestrian traffic at Glendell Acres Park, not counting side yards or other entrance. 45 tons of dirt was added to improve the walking surface. 36 tons of gravel were added to Edgerton Lake Road. Grounds, Maintenance and Facilities work made up 63% of the parks workload. 74% of the Facilities Maintenance worker was at publicly available spaces. Key projects included front office renovation, refreshing Council chambers, routine maintenance on City buildings, and a higher focus on downtown groundskeeping, HVAC work, filter changes, repairs, etc.

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Councilmember Conus asked Mr. Meyer if he was going to adjust the Greenspace hours based on usage.

Mr. Meyer stated he has collected 21,000 data points and that he will come up with a summary and recommendation for moving forward. He would hesitate until we have a full year for that recommendation. Mr. Meyer stated that around 20-40 people a day are recorded at the front entrance of Glendell Acres Park.

Councilmember Lebakken shared that 5 or 6 people commented on our holiday decorations on Nelson. They really enjoyed it. It looked very nice.

- 4th Quarter Public Works Report

- Public Works Director, Dan Merkh, and Public Works Foreman, Chase Forrester, presented the fourth quarter Public Works Report. On the CIP Side he showed a quick four to five photos of work completed, referencing 2nd Street and 3rd Street. CDBG sewer pipelining project is at paperwork clean up for the grant requirements for completion. A portion of the 2025 curb replacement was shown. All new concrete was put in at 199th and Homestead, and curb on the residential portion. 183rd and City Line between us and Gardner, this median is prone to the snow blades. This is replaced and looks so much better, as shown in the picture. Contractors completed this in the last handful of weeks.

Councilmember Longanecker asked why the sides of the culvert were so much wider than the street. Mr. Merkh stated he believed it was due to sidewalks.

Councilmember Lebakken asked for the culvert size.

Mr. Merkh answered it is 6x4, the two bays installed create a no-rise situation for stormwater.

- Public Works Foreman, Chase Forrester presented both 4th quarter and a few all-year things to show what the Public Works Department has been doing in 2025 as a whole. 17 miles of gravel roads were graded. 175 tons of asphalt patching were done. 772 miles were swept with the street sweeper, and 600 of those were with the new sweeper. 1,000 feet of ditch line maintenance was taken care of. 30 yards of concrete were poured, totaling around 120 panels of sidewalk. He stated they are hoping to do more in 2026.

Mr. Forrester stated in preparation for Winter, there were 200 tons of salt ordered, 5 CDL drivers, (hoping to make that 7 this year), 85 lane miles were taken care of for plowing. Jetting program had 10 orders that were 100% complete. 235 work orders for vehicle and appointment maintenance. There were 28 physical callouts, and 53 work orders for facility maintenance. Mr. Forrester stated there are six plow trucks, four people per crew.

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Mayor asked about the upcoming winter storm that was predicted.
Mr. Merkh stated there are predictions of 4-8 inches of snow with windchills -15 to 0.
Snow starts around 12am on Saturday and goes on until Sunday morning before it stops. Mr. Forrester said they predict 15 to 25 mph winds.
Mayor says powdery snow blows.
Mr. Forrester stated there will be a lot of drifting, and visibility issues.
Mayor stated he wishes everyone stays safe, the crews and public.

13. Report by the Mayor

Mayor spoke about the postcard for the Stormwater and Streets special sales tax that recently was mailed to residents. He pointed out that kids activities are available so parents can attend the Public Information meeting. He appreciates staff doing this to make a better turnout. City Staff does a great job trying to inform the citizens of Edgerton.

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

- January 24: Cultural Passport
- January 27: Toddler Gym Jam
- February 4: Cold Case File: Munst Murder
- February 5: February Flow with Om Grown Yoga
- February 6: Chinese New Year Pork Dumplings
- February 10: Planning Commission Meeting
- February 12: City Council Meeting
- February 24: Toddler Gym Jam
- February 26: City Council Meeting
- March 10: Planning Commission Meeting
- March 12: City Council Meeting
- March 24: Toddler Gym Jam
- March 26: City Council Meeting

14. Adjourn

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

Yes: Longanecker, Lewis, Conus, Lebakken

Absent: Malloy

The meeting was adjourned at 7:43 pm.
Submitted by Dusti Callahan, City Clerk.

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City Council Action Item

Council Meeting Date: February 12, 2026

Department: Administration

Agenda Item: Consider Addendum No. 1 to the Post-Issuance Tax Compliance Services Proposal from Gilmore & Bell for the Series 2021A Home Rule Revenue Bonds

Background/Description of Item:

On March 4, 2021, the City issued Series 2021A Home Rule Revenue Bonds (the Bonds) to fund LPKC Phase 1 infrastructure projects in accordance with the LPKC Phase 1 Amended and Restated Public Infrastructure Financing Plan dated July 15, 2015. The bonds also refinanced previously issued Home Rule Revenue Bonds, Series 2015A and Series 2018A. The bonds are repaid with the sources of revenue described in this plan pursuant to the Master Trust Indenture dated December 1, 2015.

In connection with the issuance of the Bonds, the City agreed to comply with all federal tax laws to maintain the exemption of interest on the Bonds from federal income taxation. To fulfill the obligation to comply with the federal tax laws, staff is requesting assistance from the City's Bond Counsel, Gilmore & Bell. Council approved an agreement for these services related to the Series 2023A General Obligation Bonds at the August 28, 2025, meeting. The enclosed proposal from Gilmore & Bell is an addendum to the August 28th agreement and covers the services for which staff need assistance.

The agreement covers the period from the date the addendum is executed through the first required installment arbitrage computation. This should be the most relevant period for tax compliance activities for the Bonds under the federal tax laws. The cost of the services is \$8,500, payable upon completion of the close-out report. The fee will be paid from the LPKC Phase 1 Public Infrastructure Fund.

Related Ordinance(s) or Statue(s): Ordinance No. 2061

Funding Source: LPKC Phase 1 Public Infrastructure Fund

Budget Allocated: N/A

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Addendum No. 1 to the Post-Issuance Tax Compliance Services Proposal from Gilmore & Bell in the Amount of \$8,500.

Enclosed: Addendum No. 1 to the Post-Issuance Tax Compliance Services Proposal from Gilmore & Bell

Prepared by: Karen Kindle, Finance Director

**ADDENDUM 1 TO TAX COMPLIANCE SERVICES LETTER
FOR ADDITIONAL ISSUE**

**City of Edgerton, Kansas
\$24,552,000
Home Rule Revenue Bonds
(Logistics Park Infrastructure Phase One Projects)
Series 2021A**

The City of Edgerton, Kansas (the “City”) previously engaged Gilmore & Bell, P.C. for the post-issuance federal tax law compliance services described in the letter dated December 20, 2024 and acknowledged and agreed as of August 28, 2025 (the “Engagement”). Capitalized terms used herein shall have the same meaning defined within the Engagement. The City is executing this certificate to confirm the addition of the above-referenced financing (the “Series 2021A Bonds”) to the Engagement.

Gilmore & Bell’s fee for Services for the Series 2021A Bonds through the first required installment arbitrage computation date is \$8,500. This amount is payable to Gilmore & Bell upon completion and delivery of Close Out report unless this arrangement is terminated in accordance with the Engagement. In addition, Gilmore & Bell expects to be reimbursed for all out-of-pocket third-party expenses made on behalf of the City.

The City may make an advance payment of the full aggregate amount upon execution of this addendum or at any time during the term of this Engagement. If the City pays the aggregate amount upon execution of the addendum, or any remaining aggregate amount during the term of the Engagement, the aggregate fee will be deposited to a special trust account maintained by Gilmore & Bell for client fees held as a retainer. The portion of the aggregate fee held as retainer will be earned and disbursed to Gilmore & Bell’s general operating account as described above. No interest will be paid on funds held in this special trust account. All earnings attributable to the investment of amounts within this account are disbursed to a charitable foundation as required by Kansas law.

Dated: _____

CITY OF EDGERTON, KANSAS

By: _____
Title: _____

ACKNOWLEDGED:

By: _____
Gilmore & Bell, P.C.

City Council Action Item

Council Meeting Date: February 12, 2026

Department: Parks and Recreation

Agenda Item: Consider an Annual Agreement for Portable Restroom Services

Background/Description of Item:

The Portable Restroom Agreement provides restroom amenities for Martin Creek Park and Edgerton Lake. The City enters into an agreement for these services annually. The services include portable restrooms to be placed, serviced and maintained throughout the year at each location. The contract outlines additional cleanings cost and winterization services.

The 2026 Agreement also includes additional restrooms for the following events: July 3rd Community Picnic and Fireworks and Meat Inferno BBQ. All other planned events no longer require portable restrooms.

Following the City's purchasing policy, staff contacted Gerken Rent-all, Patriot Portable Restrooms, Nationwide Waste Service, and National Construction Service in 2025 for quotes. Responses were received from Gerken Rent-All and Patriot Portable Restrooms for the annual service. Nationwide Construction Services doesn't service our area, and Nationwide Waste Service did not respond. Gerken Rent-All was the only response for the single-event rentals.

The City has utilized Gerken Rent All for several years and included the option for annual renewal, pending approval from each party, for three years as part of the 2025 contract.

The attached contract for 2026 was a renewal with no change in cost for service and has been approved by Gerken.

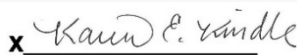
Staff recommend approval of the agreement with Gerken Rent-all.

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

Funding Source: General Fund – Parks & Recreation

Budget Allocated: \$6,400

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve Agreement for Portable Restroom Services with Gerken Rent-All for an amount not to exceed \$5,300.

Enclosed: Annual Contract for Portable Restroom Services

Prepared by: Levi Meyer, Parks and Recreation Director

Date: January 16, 2026
To: Rusty Gerken – Gerken Rent All
From: Levi Meyer – Parks, Recreation, and Facilities Director
Re: Portable Restroom Services

ANNUAL LOCATIONS:

Units at these two locations will be in place throughout the entire year and are to be serviced weekly. Please provide the cost per-unit, per-location, as well as the cost for additional cleaning and/or emergency cleaning. These units also need to be winterized beginning November 1st or at the vendors recommendation following approval by the City.

- **Martin Creek Park:** 20200 Sunflower Rd, Edgerton, KS 66021
 - o 1 Handicap Portable Restroom
- **Edgerton Lake:** 501 E 6th Street, Edgerton, KS 66021
 - o 1 Handicap Portable Restroom

COMMUNITY EVENTS:

Units are for community special events hosted by the City of Edgerton. Units should be dropped off and picked up according to the timeline below.

Community Picnic and Fireworks: 20200 Sunflower Rd, Edgerton, KS 66021

Event Date: Friday, July 3, 2026

Delivery By: Tuesday, June 30, 2026, by 12:00pm

Pick Up By: Monday, July 6, 2026, 12:00pm

Units Needed:

- (8) Standard Portable Restrooms
- (4) Handicap Accessible Hand Washing Stations
- (1) Handicap Accessible Portable Restrooms

Meat Inferno BBQ Competition: Downtown Edgerton (303 E Nelson St.)

Event Date: September 11 & 12, 2026

Delivery By: Wednesday, September 9, 2026, by 12:00pm

- Delivered to The Greenspace rear parking lot: 303 E. Nelson St.

Pick Up By: Monday, September 14, 2026, by 12:00pm

- Pick up at The Greenspace rear parking lot: 303 E. Nelson St.

Units Needed:

- (3) Handicap Accessible Portable Restrooms
- (3) Standard Portable Restrooms
- (6) Handicap Accessible Hand Washing Stations

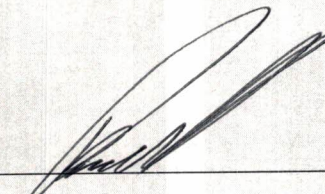
Renewal Option

If no term extension language is in the Agreement, the City reserves the right to renew this Agreement for three (3) additional one-year renewal periods. Adjustments in cost at the beginning of each renewal period must be agreed upon by both parties. All requested increases must be accompanied by justification acceptable to the City to establish the increased amount. The City shall notify the Service Provider in writing of the intent to exercise the renewal option, however, failure to notify the Service Provider does not waive the City's right to exercise the renewal option. In the event the Service Provider is seeking an increase in compensation for any given renewal period, Service Provider must notify the City no less than sixty (60) days prior to the natural expiration of the existing Agreement and shall provide the justification required herein to substantiate the requested increase.

Pricing Proposal

Proposers should submit their price proposal that includes pricing for all products and services identified in the proposal. Please itemize the cost to service each building individually. All pricing must be provided in USD with taxes excluded.

#	Item	Cost Type	Cost
1	Martin Creek Park (1 – ADA)	Monthly	\$110
2	Edgerton Lake (1 – ADA)	Monthly	\$110
3	Community Fireworks	One-time	\$1,120
4	Meat Inferno	One-time	\$1,275



Authorized Representative – Provider

1-16-26
Date

Authorized Representative – Client

Date

CONTRACTUAL PROVISIONS ATTACHMENT
CITY OF EDGERTON, KANSAS

This form contains additional contract provisions and must be attached to or incorporated in all copies of any contractual agreement involving the City of Edgerton, Kansas.

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 be in the District Court of Johnson County, Kansas, or in the United States District Court for the District of Kansas in Topeka, Kansas.

3. **Kansas Cash Basis Law:** This Contract is governed by the Kansas Cash Basis Law, K.S.A. 10-1101, et seq. Notwithstanding any other provision of the contract, Edgerton shall have the right to unilaterally terminate the contract at any time without further liability if, in the sole judgment of the City Council of Edgerton, Kansas, sufficient funds are not appropriated to continue the functions performed in the Contract and for the payment of the charges thereunder. Edgerton shall give reasonable notice of such termination, and shall be required to pay to the contractor all regular contractual payments incurred through the date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the City to hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the City 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 to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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 canceled, terminated or suspended, in whole or in part, by the City; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the City. Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

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 City or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the Edgerton 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 City, 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.

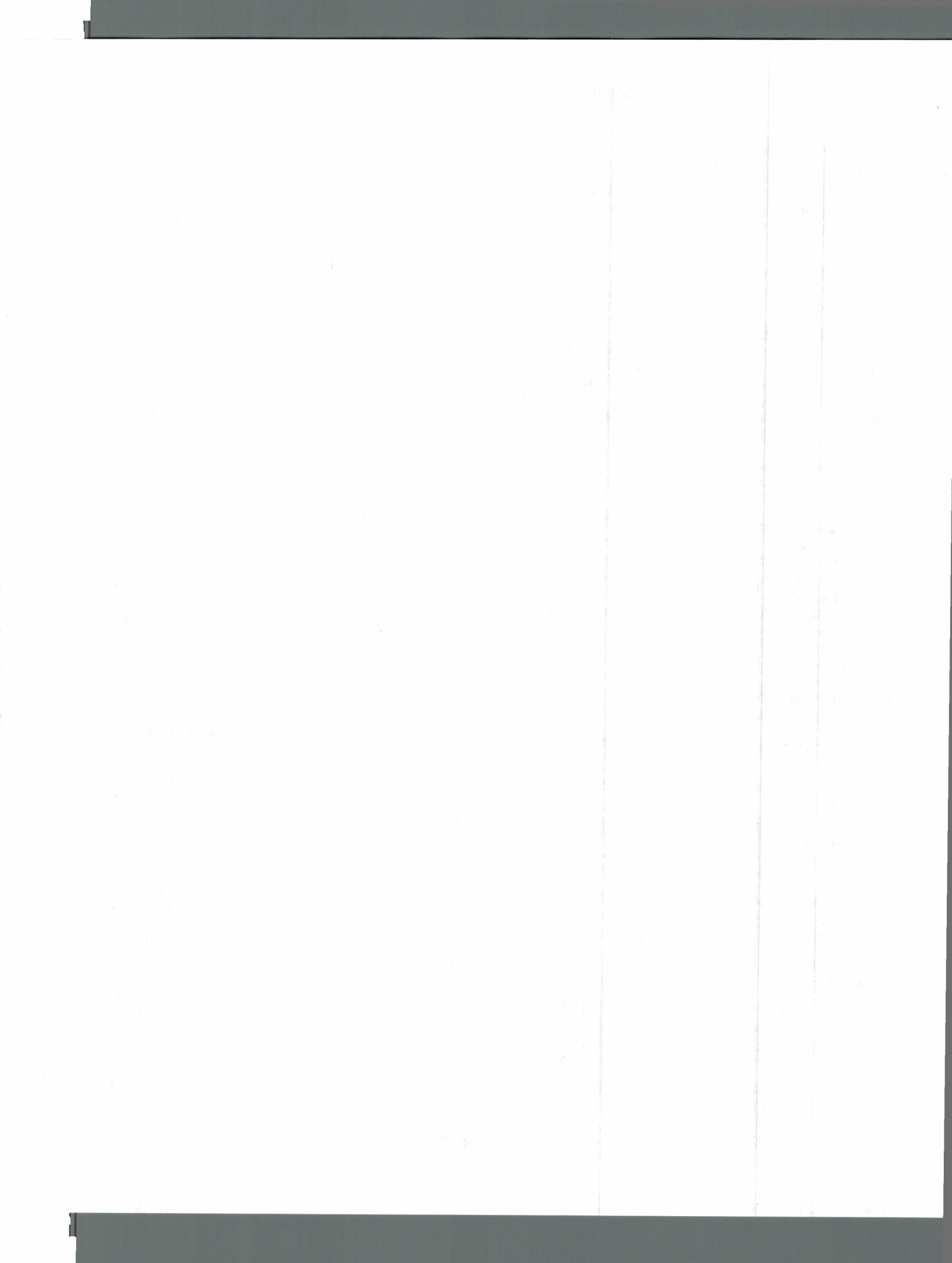
9. **Responsibility for Taxes:** The City of Edgerton shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The City of Edgerton 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 the City 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. **Terms:** The terms of this Contractual Provisions Attachment shall be incorporated into the _____ as if they were part of this original agreement.

2-2-26
DATE


CONTRACTOR



City Council Action Item

Council Meeting Date: February 12, 2026

Department: Public Works

Agenda Item: Consider Agreement for Temporary Workspace with Southern Star Central Gas Pipeline, Inc.

Background/Description of Item:

The City of Edgerton's Big Bull Creek Wastewater Plant (BBCWWTP) is located just West of Homestead Lane and South of Interstate 35. Located within an easement, generally on the Southeast corner on the property is an existing Southern Star gas pipeline.

In November of 2025, Southern Star provided a request for Temporary Workspace associated to work scheduled mid-year of 2026. The work includes construction/testing of facilities on the site, specially hydro pressure testing of its existing facilities. The attached letter has additional information regarding the work to be completed.

For the project, Southern Star is requesting Temporary Workspace for construction activities as well as staging of equipment. The agreement does state restoration will be made of any areas impacted by construction. This request is for zero dollars.

In January of 2026 this Council Item was tabled with direction to include clear language regarding the term of the agreement.

UPDATE: Staff worked with a representative from the pipeline to include language that states the term "shall remain in effect for a period not to exceed twelve (12) months from the date of execution, or until completion of the associated project activities, whichever occurs first."

The agreement has been reviewed by City Attorney, therefore staff recommends approval of the agreement with Southern Star Central Gas Pipeline Inc.

Related Ordinance(s) or Statue(s):

Funding Source: N/A

Budget Allocated: N/A



Finance Director Approval: x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve Agreement for Temporary Workspace with Southern Star Central Gas Pipeline Inc.

Enclosed: Request for Temp Workspace
Updated Agreement

Prepared by: Dan Merkh, Public Works Director



Southern Star Central Gas Pipeline, Inc.
3231 Nebraska Rd
Ottawa, Kansas 66067

FIRST CLASS MAIL

Tract: 20653

Pipeline(s): Line Q

November 20, 2025

**City of Edgerton
PO BOX 255
Edgerton, KS 66021**

Re: Project: # C0003685 – Line Q Hydro Pressure Test and Reconfirmation of MAOP.

Location: Pt of the SE4 of Sect 9 T15S R22E, Johnson, County KS.

Dear Landowners;

Description of Project Activity:

Southern Star Central Gas Pipeline, Inc. (Southern Star) owns, operates, and maintains a natural gas pipeline referred to as Line Q on the above-described property. These facilities and associated piping traverses your property across the above-mentioned location. Southern Star is preparing to perform construction/testing of its facilities on the site as described above, specifically the hydro pressure testing of its existing facilities. As a result of the location of the proposed equipment installation, "Temporary Workspace" will be needed on your property to accommodate the project. This project is being performed by Southern Star and their contractors in order to maintain the integrity of its pipeline system. Although the risk is considered low, there are still concerns about potential ruptures during hydro static testing. On testing day, it is recommended that landowners in close proximity keep a safe distance. While every effort will be made to stay on schedule the dates provided could change baring weather conditions and other factors.

This project will entail site access and excavation at the location outlined in "Exhibit A and B." All work within the pipeline easement will be conducted by Southern Star and/or its authorized contractors or contract staff, except where additional "Temporary Workspace" is necessary. Should such temporary workspace be required, Southern Star will negotiate and acquire the requisite rights for its use in good faith.

The referenced project is anticipated to commence on or about June or July of 2026 Visual depictions of the proposed project area are included in "Exhibit A and B" which are made part of this notice. Upon completion of the work, all disturbed ground areas will be restored as closely as possible to their original condition. Following project completion, a Southern Star representative will contact you to address any surface damage that may have resulted from this project. For effective communication throughout the project, a method other than U.S. Mail is essential. Please send an email as soon as you receive this letter to tommy.r.taylor@southernstar.com. Kindly include "C0003685, Line Q Pressure Test Reconfirmation" in the subject line and your name and cell phone number in the body of the email.

Regulatory Information:

Pursuant to Section 157.208(a) of the Regulations of the Federal Energy Regulatory Commission (FERC), Southern Star Central Gas Pipeline, Inc. (Southern Star) is required to give you at least 45-days written notice prior to commencement of a construction or abandonment project on your property in the location described above. Accordingly, Southern Star is hereby providing you with such notice.

Southern Star is an interstate pipeline company engaged in the business of transportation and storage of natural gas. The project which is the subject of this notification is authorized under the FERC Code of Federal Regulations, Section 157.208(a) and Southern Star's blanket certificate (Docket No. CP82-479-000), which allow Southern Star to proceed with the project upon receipt of all required environmental and cultural resource permits without prior notice to the FERC or a separate docket number being assigned.

Landowner Information:

Should you have questions or concerns regarding the project, please contact me at (785-214-2996). Either I or another company representative will contact you to discuss any concerns you may have after the job has been completed and to settle any damage claims that may have occurred. Southern Star also has a FERC Compliance helpline (1-800-769-9165) that you may call if you believe your concerns and issues are not being adequately addressed. If you do place a call to the helpline, please indicate that you are a landowner calling about Southern Star's project **C0003685 – Line Q Hydro Pressure Test and Reconfirmation of MAOP** and provide your name, phone number, address and specific details of your concerns.

Landowner FERC Helpline:

Any person affected by either the construction or operation of a certificated or authorized natural gas project under the Natural Gas Act or by the construction or operation of a project under the Federal Power Act may seek the informal resolution of a dispute by contacting the Commission's Landowner Helpline. The Helpline may be reached by calling toll free 1-877-337-2237, by e-mail at LandownerHelp@ferc.gov, or writing to: Commission's Landowner Helpline, Federal Energy Regulatory Commission, 888 First Street NE., Washington, DC 20426.

Any person who contacts the Landowner Helpline is not precluded from filing a formal action with the Commission if discussions assisted by the Landowner Helpline staff are unsuccessful at resolving the matter. A caller may terminate the use of alternative dispute resolution procedures at any time.

Southern Star Contact Information For Landowners:

It is Southern Star's policy to make every effort to keep you well informed of activities that either directly or indirectly affect your property and to achieve satisfactory land restoration upon completion of the job. If you have any concerns about this project now or at any time during or upon completion, please do not hesitate to contact me by phone at (785-214-2996) or by email at tommy.r.taylor@southernstar.com.

FERC Waiver Option:

If you agree with and/or have no concerns with the above-described project, you have the option of completing the attached 45-Day FERC Waiver, which would allow Southern Star to start the project prior to the estimated start date mentioned above. If you wish to do so, please complete the attached Waiver Form and return it using the self-address stamped envelope provided.

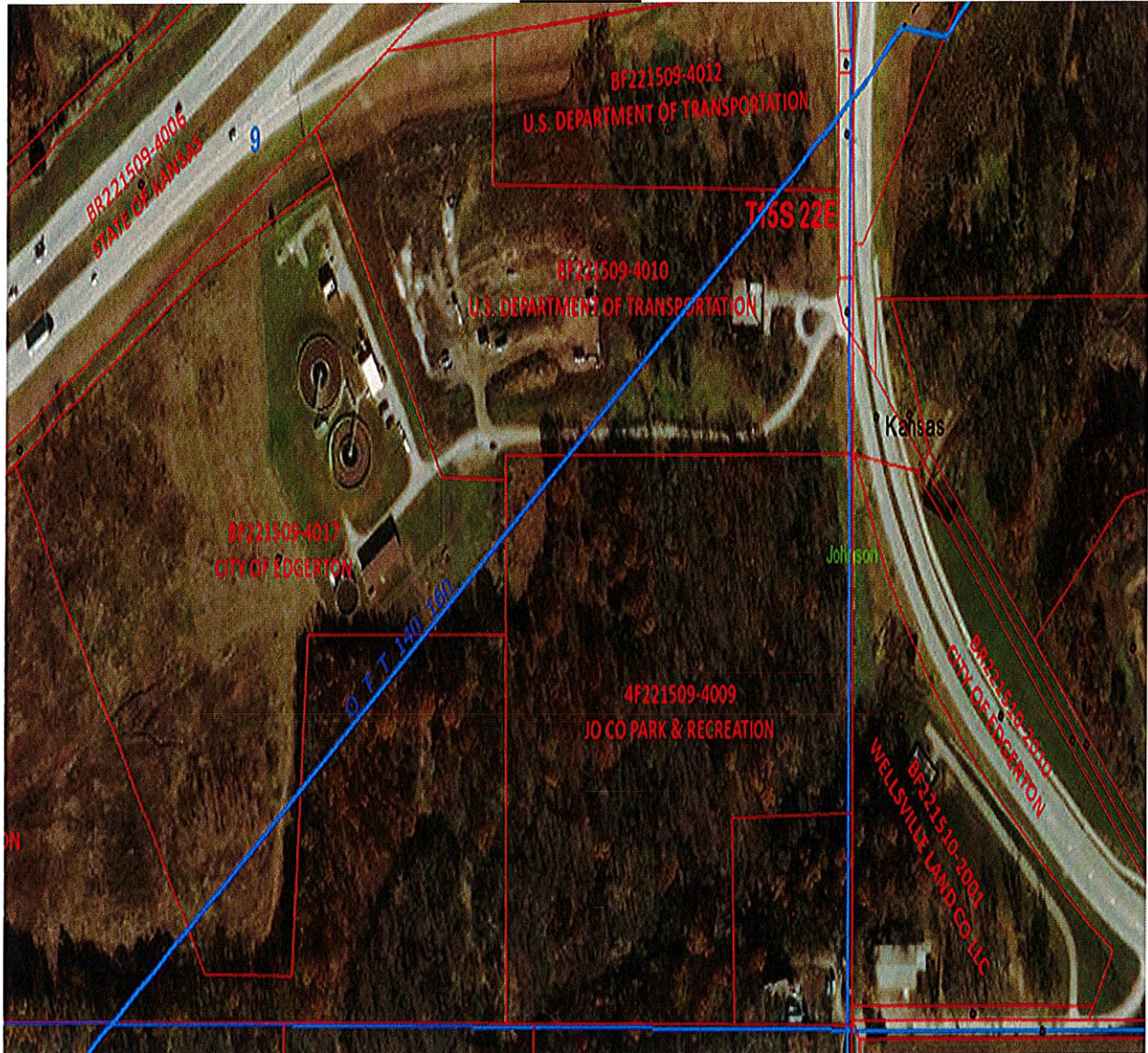
Temporary Workspace Proposal:

This packet contains a proposal for using the "Temporary Workspace" (shown in gray on Exhibit B and measured in acres) required to complete the project safely. Please review this offer and contact me promptly to finalize an agreement for this space.

Sincerely,

Tommy Taylor
Land Representative
Southern Star Central Gas Pipeline Inc.
3231 Nebraska Rd
Ottawa, Kansas 66067
785-214-2996 Cell

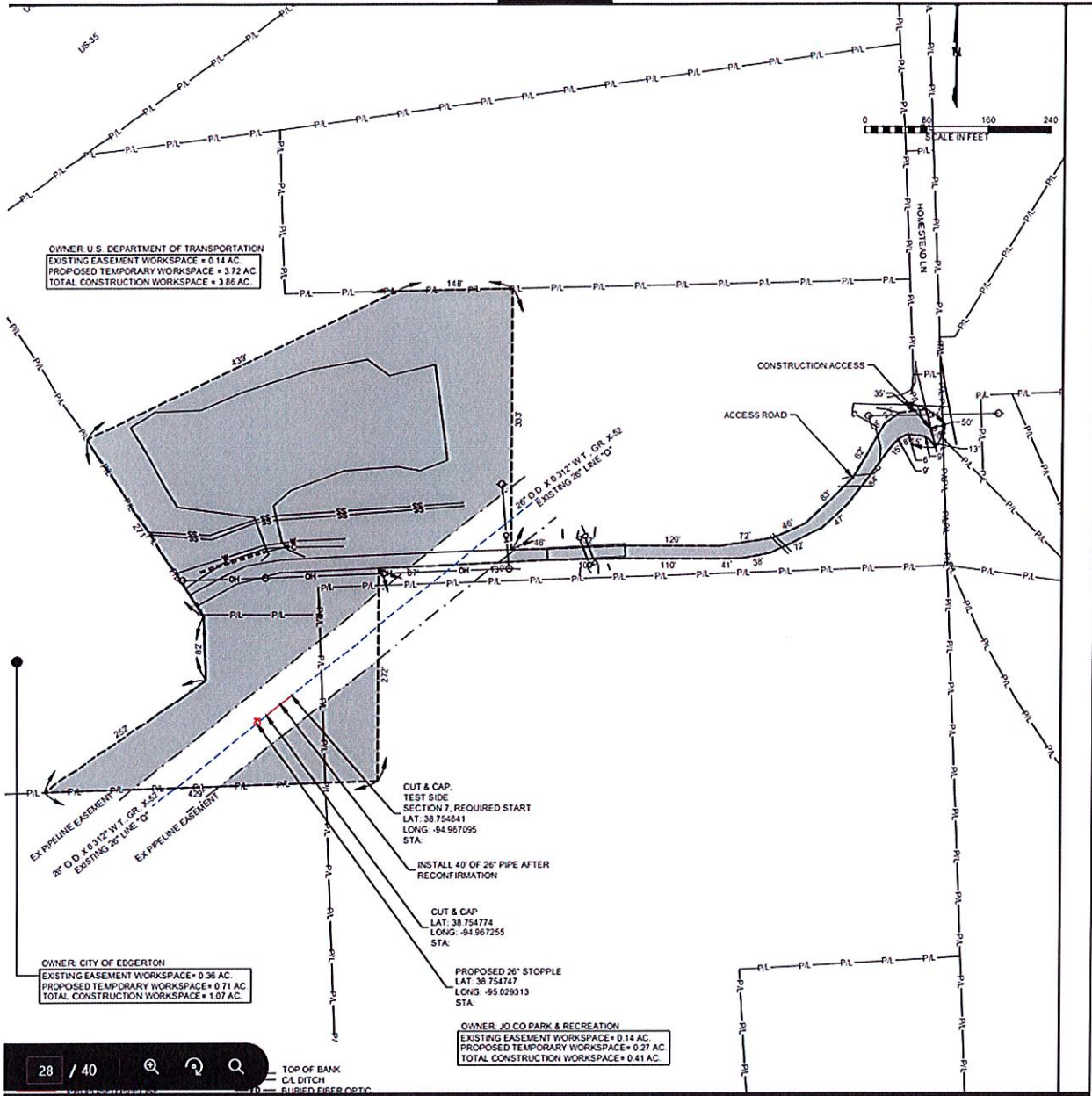
EXHIBIT A



OWNER: CITY OF EDGERTON

**EXISTING EASEMENT WORKSPACE= 0.36 AC.
PROPOSED TEMPORARY WORKSPACE= 0.71 AC.
TOTAL CONSTRUCTION WORKSPACE= 1.07 AC.**

EXHIBIT B



OWNER: CITY OF EDGERTON

EXISTING EASEMENT WORKSPACE = 0.36 AC.
 PROPOSED TEMPORARY WORKSPACE = 0.71 AC.
 TOTAL CONSTRUCTION WORKSPACE = 1.07 AC.

ACKNOWLEDGEMENT OF WAIVER
FOR 45-DAY LANDOWNER NOTIFICATION

Project Identification Number: **C0003685 Line Q Hydro Pressure Test Reconfirmation**

Tract Number: 20653

Project Facility: **Line Q**

Project Description:

Southern Star Central Gas Pipeline, Inc. (Southern Star) owns, operates, and maintains a natural gas pipeline referred to its Line Q Hydro Pressure Test Reconfirmation on the above-described property. These facilities and associated piping traverses your property across the above-mentioned location. Southern Star is preparing to perform construction/testing of its facilities on the site as described above, specifically the hydro pressure testing of its existing facilities. As a result of the location of the proposed equipment installation, Temporary Workspace will be needed on your property to accommodate the project. This project is being performed by Southern Star in order to maintain the integrity of its pipeline system.

This project will involve, access to the site and excavation of the location as shown on "Exhibit A and Exhibit B." Southern Star and/or its approved Contractor(s) and/or Contract Staff will be performing all work within the pipeline easement except where additional "Temporary Workspace" will be required. In such a case as where additional "Temporary Workspace" is required, Southern Star will in good faith, negotiate and acquire the temporary rights for the use of said area. The project referenced above is scheduled to start on or around June or July of 2026. A visual description of the proposed project area has been provided "Exhibit A and Exhibit B" and made part of the notice. Once the work is completed, all ground-disturbed areas will be restored as close to their original condition as possible.

Location of the Project:

Pt of the SE4 of Sect 9 T15S R22E, Johnson, County KS.

City of Edgerton

PO BOX 255

Edgerton, KS 66021

By: _____

Date: _____



Southern Star Central Gas Pipeline, Inc.
3243 Nebraska Rd.
Ottawa, KS 66067

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

TEMPORARY WORKSPACE PERMIT

C0003685 Line Q Hydro Test

In consideration of the sum of 00.00 00/100 Dollars (\$0.00) the receipt of which is hereby acknowledged, the undersigned hereby consents and agrees that SOUTHERN STAR CENTRAL GAS PIPELINE, INC., its contractors, agents, and employees, may, (project beginning at the date contractor arrives and starts work), access the construction and maintenance project and enter upon and use a strip of land lying adjacent to the existing site as shown on the Exhibit A which is attached hereto and made a part hereof. The land to be used for temporary work is located on, over and across the following described land in the County of Johnson County, State of Kansas:

Pt of the SE4 of Sect 9 T15S R22E /KS/Johnson

As further consideration for the consent herein granted, SOUTHERN STAR CENTRAL GAS PIPELINE, INC. agrees to restore the premises, as nearly as practical, to the condition existing prior to construction, and to pay for any damage to pasture, fences, or other improvements caused by the use of said lands during construction.

Executed this _____ day of _____, 2025.

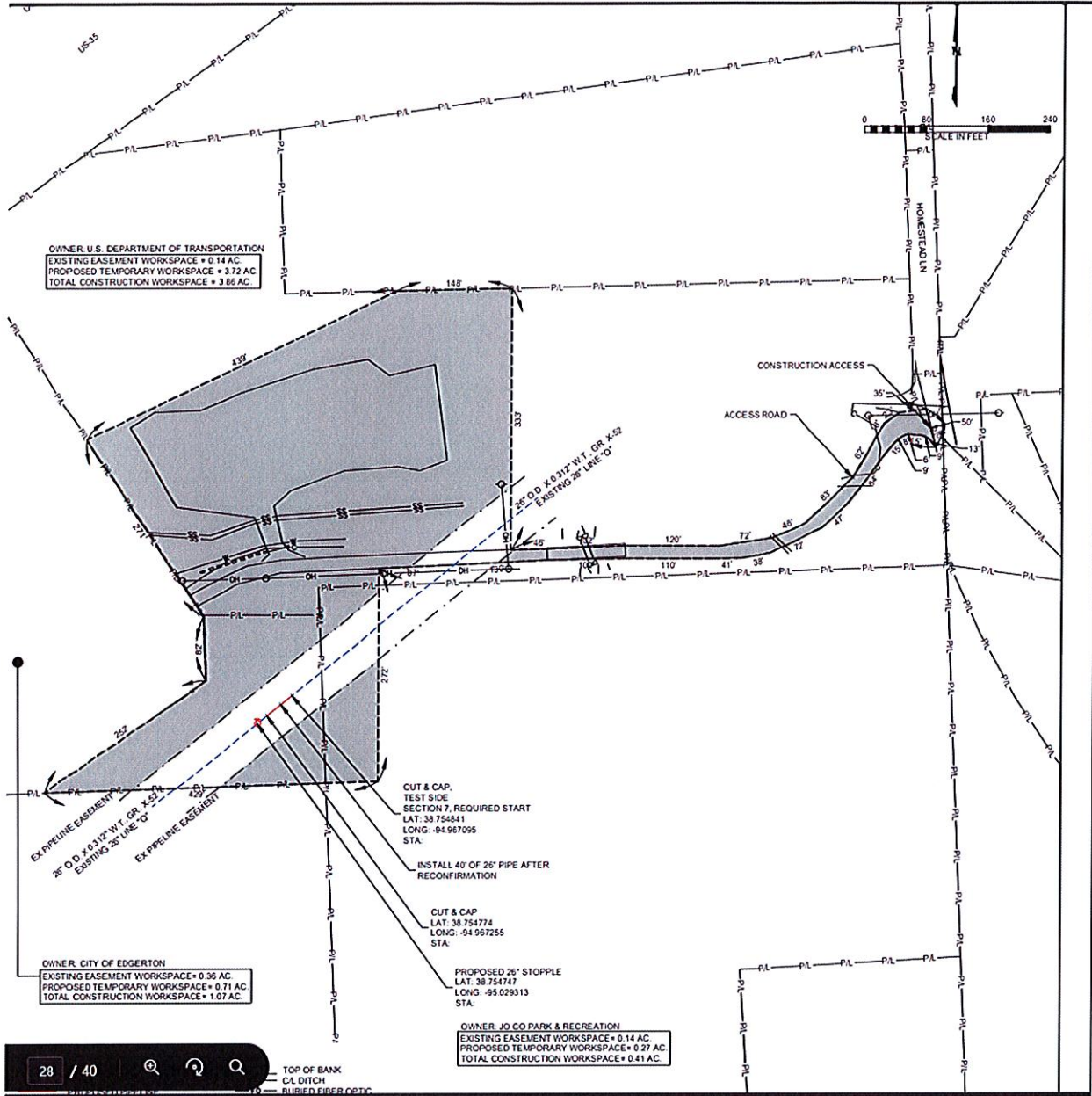
City of Edgerton

*****OFFICE USE*****

Check No. _____

Tract Number: 20653

EXHIBIT "A"



OWNER: CITY OF EDGERTON

EXISTING EASEMENT WORKSPACE= 0.36 AC.
 PROPOSED TEMPORARY WORKSPACE= 0.71 AC.
 TOTAL CONSTRUCTION WORKSPACE= 1.07 AC.



Southern Star Central Gas Pipeline, Inc.
3243 Nebraska Rd.
Ottawa, KS 66067

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

TEMPORARY WORKSPACE PERMIT

C0003685 Line Q Hydro Test

In consideration of the sum of Zero and 00/100 Dollars (\$0.00), the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby consents and agrees that SOUTHERN STAR CENTRAL GAS PIPELINE, INC. ("Company"), its contractors, agents, and employees may access, enter upon, and use a strip of land adjacent to the existing site for construction and maintenance purposes, as shown on Exhibit A attached hereto and incorporated herein.

This Temporary Workspace Agreement shall remain in effect for a period not to exceed twelve (12) months from the date of execution, or until completion of the associated project activities, whichever occurs first. Upon expiration or project completion, all rights granted under this Agreement shall automatically terminate without further action by either party.

The temporary workspace covered by this Agreement is located on, over, and across the following described land in Johnson County, State of Kansas:

Pt of the SE4 of Sect 9 T15S R22E /KS/Johnson

As further consideration for the consent herein granted, SOUTHERN STAR CENTRAL GAS PIPELINE, INC. agrees to restore the premises, as nearly as practical, to the condition existing prior to construction, and to pay for any damage to pasture, fences, or other improvements caused by the use of said lands during construction.

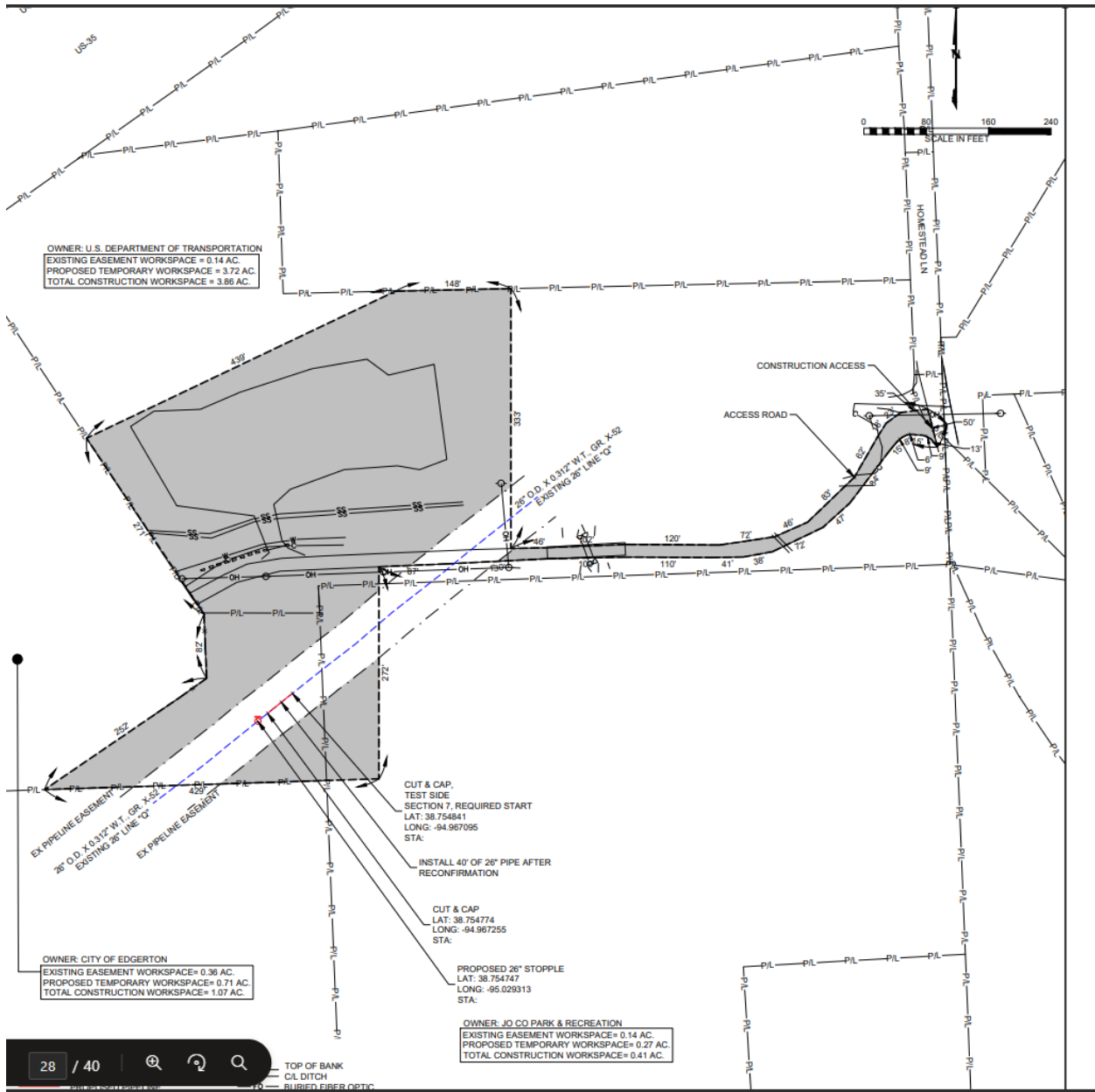
Executed this _____ day of _____, 2026.

City of Edgerton

For Office Use

Tract Number: 20653

Exhibit A



OWNER: CITY OF EDGERTON
EXISTING EASEMENT WORKSPACE = 0.36 AC.
PROPOSED TEMPORARY WORKSPACE = 0.71 AC.
TOTAL CONSTRUCTION WORKSPACE = 1.07 AC.

City Council Action Item

Council Meeting Date: February 12, 2026

Department: Parks & Recreation

Agenda Item: Consider Agreement with Olsson for the Martin Creek Park Exploration Project.

Background/Description of Item:

On October 23rd, 2025 City Council approved the 2026-2030 CIP. In the CIP was the Martin Creek Park Exploration Project, with funding identified from the Economic Development Fund. The project budget of \$125,000 was included in the approved CIP.

This project will develop a comprehensive master plan for Martin Creek Park by evaluating existing park conditions, amenities, and infrastructure, conducting targeted public engagement to identify community priorities, and preparing multiple conceptual layout options leading to a refined preferred plan. The master plan will include phased improvement recommendations aligned with the City's Capital Improvement Program, emphasize scalable and multipurpose amenities, and identify potential grant and external funding opportunities to support future park improvements. The resulting plan will provide a practical, community-supported framework to guide future investment while balancing recreation needs, maintenance considerations, and long-term operational feasibility.

Requests for Qualifications were sent out on October 21st, 2025 and due November 20th, 2025. A total of thirteen (13) submissions were received and reviewed by the selection committee (City Administrator, City Engineer, Public Works Director, and Parks & Recreation Director). Four (4) project teams were short-listed, and interviews were conducted in December 2025. The selection committee recommends Olsson as the best, most qualified team for the project. The selection committee recommends Olsson based on their demonstrated experience working with communities comparable to the City's current size, as well as rapidly growing communities similar to where the City is projected to be in the future. Their project approach emphasizes scalable, multipurpose park amenities that can evolve over time as community needs change. Olsson's proposal showed a clear understanding of balancing recreation, maintenance, operational feasibility, and long-term flexibility while providing practical options for phased implementation.

The funding source for the project is identified as the Economic Development Fund by the CIP. The budget for the project listed in the CIP is \$125,000. The proposed agreement with Olsson is recommended as a not-to-exceed amount of \$105,300 plus reimbursables per the attached schedule.

Of note, Exhibit Four reflects a project liability limit of \$500,000, which has been reviewed and approved by City Attorney. Historically City Council has only allowed limitations of liability on projects that are Studies and/or Master Plans and not allowing any limitations on construction related projects. The language provided aligns with previous projects between Olsson and the City where the deliverables match that criteria.

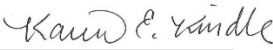
Thus, Staff recommends approval of the agreement as proposed. Contract language is standard for all City contracts and has been previously approved by City Attorney. Upon final approval from City Attorney, staff recommend authorizing the Mayor to execute the agreement.

Upon approval, work is expected to begin immediately. The master planning effort is expected to be completed later this year following public engagement and Council consideration.

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

Funding Source: Economic Development Fund

Budget Allocated: \$125,000

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Agreement with Olsson for the Martin Creek Park Exploration Project in the Amount Not-to-Exceed \$105,300 Plus Reimbursables per the Attached Schedule and Authorize the Mayor to Execute the Agreement

Enclosed: Agreement w/ Scope and Fee

Prepared by: Levi Meyer, Parks and Recreation Director

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the City of Edgerton Professional Services Agreement dated February 12, 2026, between City of Edgerton, Kansas (“Client”) and Olsson, Inc. (“Olsson”) providing for professional landscape architecture and planning services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Martin Creek Park - 20200 Sunflower Road, Edgerton, Kansas

Project Description: Martin Creek Park Exploration Project

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Community Collaboration

Task 101 - Project Meetings

Olsson shall attend one Project kick-off meeting with Client to define expectations and clarify Project goals. Olsson shall review Project scope, schedule, public and stakeholder engagement activities, City responsibilities, and committee makeup and responsibilities. Olsson shall provide Project management coordination, quality/cost control, information coordination, and Project schedules. Olsson shall discuss options provided in the draft branding materials and finalize the tools and strategies within the Public Participation Plan during this meeting.

Task 102 - Marketing and Outreach

Olsson shall create the branding detailing the Project marketing visual/graphics that will be used on all Project materials, marketing, and outreach materials.

Olsson shall write and coordinate with the Client on the content and timing of up to four “media” releases throughout the Project. The Client shall coordinate and schedule media outreach releases.

Olsson shall coordinate with the Client/PIO to utilize existing social media platforms to encourage engagement in the Project. The Client will be responsible for posting Project-related content to social media accounts. Olsson shall coordinate with the Client on timing of the posts.

Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public, including public open houses, and virtual concept reviews.

Task 103 - Branding Plan

Olsson shall coordinate with Client to deliver a draft branding plan to the Client following the kick-off meeting, consisting of up to three logo options, two color schemes, two font

packages, and four Project taglines. After sending a draft of the options for city comment and review, Olsson shall make one set of revisions to finalize the Project's branding plan.

Task 104 - Public Participation Plan

Olsson shall deliver a public participation plan consisting of outreach tools, communication strategies, and timing of activities recommended with the purpose of engaging the general public for the duration of the Project. We understand that the City has had success with mailing campaigns and we will support that effort with the preparation of digital files. Options will be discussed during the kick-off meeting and the plan will be delivered to the Client following the kick-off meeting. Specifically, the public participation plan should include:

- The platform to be utilized for the Project website
- The platform to be utilized for the community questionnaire
- The targeted timing of public engagement events and activities, including pop-up events
- The targeted timing of workshops as needed

It is our understanding that the client would like to know where the engagement results originate and to limit single-person mass submissions. To that end, engagement activities will try to establish resident vs non-resident and record IP addresses to better understand any intentional skewing of the data.

Task 105 - Project Website

Olsson shall prepare a dedicated Project website for Project information. The website will serve as a clearing house and online home base for interested participants to view and provide feedback as well as learn how to get involved in the planning process. Olsson shall maintain website operations, updates, monitoring, and maintenance throughout the planning process and transfer website operations and update authority to Client once the planning process is complete.

Task 106 - Online Community Questionnaire

Olsson shall prepare an online community questionnaire to generate feedback from the community via SurveyMonkey, Social Pinpoint, MetroQuest, or the Client's preferred online surveying tool determined within the public participation plan. The community questionnaire will be drafted and finalized using feedback from the Client. The intent of the community questionnaire is to provide a way for the general public and stakeholders to provide honest feedback on a range of topics. Olsson shall coordinate with the Client to ensure the community questionnaire is marketed using the Client's social media platforms in addition to providing access through the Project website.

Task 107 - Summary of Engagement Findings

Olsson shall document all engagement activities for the Client and prepare a summary of findings to incorporate into the final comprehensive plan.

Task 108 - Vision Workshop

Olsson shall facilitate one visioning work session with the Client and key stakeholders they identify. The workshop will develop an initial vision and identify priority focuses for the park

site. Following concept development, Olsson shall provide an opportunity for stakeholders to review the concepts virtually through an online feedback platform.

Task 109 - Open Houses

Olsson shall conduct one in-person public open house early in the project to collect data on the amenities that the public would like to see in the park. Olsson shall combine comments and recommendations from the in-person public open house for review by the Client.

Olsson shall develop two digital open houses via the Project website. Community members will be invited to submit comments on proposed amenities in the park and view draft concepts and recommendations and share feedback. Each of the review periods will follow the in-person public open houses and be available online for at least two weeks per review period.

Task 110 - Pop-up Events

Olsson shall attend up to two pop-up events for the Project. Events will be determined by the Client and Olsson and documented within the public participation plan. Pop-up events will focus on bringing awareness to the planning process, encouraging participants to participate in the community questionnaire, and upcoming Project schedule and events. Olsson shall coordinate and create marketing materials to be distributed at the event. A representative of Olsson shall attend the event, and the Client is responsible for staffing additional City representatives as needed. Tentative events include Summer Kickoff (June 6th) and July 3rd Breakfast (July 3rd)

Client Responsibilities during Phase 100

Client shall provide a workshop, a public meeting space, and pay required reservation fees for event spaces. Space requirements include:

- Room shall accommodate at least 60 people
- Ample blank wall space (no windows preferred)
- Walls without art and other attached materials
- Walls that painter's tape may be affixed to
- Layout tables that can be moved into various arrangements
- Chairs for tables
- Electrical outlets
- Wi-Fi
- No other events scheduled to use space during the workshop

Work Products

Olsson shall produce the following work products:

- Branding plan
- Public participation plan
- Project website
- Online community questionnaire

- Summary of engagement findings

Project Meetings

Olsson shall attend the following meetings:

- Two pop-up events
- Vision workshop
- Public open house #1
- Digital public review period #1
- Table top comment and review (Greenspace table)
- Digital public review period #2
- Monthly virtual progress meetings with Core Team

Phase 200 – Master Plan

Task 201 – Site Inventory and Analysis

Olsson shall prepare a base map using Johnson County AIMS data and information regarding site utilities provided by the Client. A site analysis plan will be developed to better understand opportunities and constraints of the site.

Work Products

Olsson shall develop a site analysis plan.

Task 202 - Concept Plans

Utilizing the information collected from Phase 100 and insights gained from Client staff/stakeholders, Olsson shall prepare three unique concept plans for the park site. These concepts will demonstrate how the site could be used in the future and include site circulation (pedestrian and vehicular), amenities for play, options for shade, parking areas, potential trail/trail head locations and landscape improvements. Concepts to include professional knowledge of what amenities work in communities the size of Edgerton and what amenities may be needed in the future. Concurrently, Olsson will review existing park amenity/facilities of surrounding communities to verify proposed improvements are not already established nearby.

These concepts will be presented to the Client/stakeholders for comment. If necessary, revisions will be made before publishing for community comment and feedback. Olsson shall prepare a refined concept plan which incorporates all comments into one plan for the next stage of development. Concepts to include high level Opinion of Probable Cost for both capital improvements and maintenance.

Project Meetings

Olsson will attend the following Project meetings:

- One kick-off meeting (in-person) with Client/stakeholders
- One meeting (in-person) with Client/stakeholders to review concepts
- One meeting with Client to review final concept

Work Products

Olsson shall produce the following work products:

- Three unique site concept plans with opinion of probable cost to review with Client
- One refined concept plan with opinion of probable cost

Task 203 – Master Plan Development

Using the refined concept plan as its starting point, Olsson shall prepare a Master Plan that further expands and develops more detailed elements. Olsson shall prepare an opinion of probable cost that incorporates all elements of the master plan as well as phasing of the improvements.

Project Meetings

- Olsson shall attend a design review meeting with Client.
- Olsson shall present final plan to Client/Council

Work Products

Olsson shall produce the following work products:

- Final master plan
- Phasing plan
- Opinion of probable cost

Phase 300 – Operational Effectiveness

Task 301 - Park Concepts Maintenance Assessment

Based on the concepts developed in Task 202 and Task 203, the team will develop an Opinion of the maintenance required and level of service needed for each concept. These opinions will look at today's cost, as well as forecast 10 year and 20 year costs.

Phase 400 – Funding Opportunities

Task 401 – Grant Exploration

Olsson shall identify and evaluate potential grant funding sources to support the conceptual plan and final master plan improvements of the park. This process will involve researching federal, state, and private grant programs that align programmatic elements being proposed. Key activities include reviewing eligibility requirements, application timelines, and matching fund obligations for each program, as well as preparing a strategic approach for pursuing these opportunities. Potential grants include the Land and Water Conservation Fund (LWCF) administered by the Kansas Department of Wildlife and Parks, which provides matching funds for acquisition and development of public outdoor recreation areas; the Recreational Trails Program (RTP) for trail construction and maintenance; and Community Development Block Grants (CDBG) through the Kansas Department of Commerce for park and facility upgrades benefiting low- to moderate-income residents. Additional opportunities may include Outdoor Recreation Legacy

Partnership (ORLP) Grants for urbanized communities, Kansas Tourism Grants for Projects that enhance visitor experiences, and private sources such as Walmart Community Grants and Playground Equipment Company Grants. The outcome of this scope will be a comprehensive funding strategy that prioritizes grants based on feasibility and community impact.

Phase 500 – Reimbursable Expenses

Task 501 - Reimbursable Expenses

Includes all Project-related reimbursable expenses, as defined in the Reimbursable Expense Schedule attached.

TENTATIVE SCHEDULE

- 2/16/26 – Kickoff Meeting
- 3/09/26 – Send Mailer (requesting feedback on amenities to be included)
- 3/09/26 – Table in Greenspace with comment box (requesting feedback)
- 3/16/26 – Progress Meeting (typical 3rd Monday of Month)
- 3/18/26 – Senior Luncheon (request feedback on amenities)
- 4/20/26 – Progress Meeting
- 5/18/26 – Progress Meeting
- 6/06/26 – Pop-up Event – Summer Kickoff
- 6/15/26 – Progress Meeting
- 7/03/26 – Pop-up Event – July 3rd Breakfast
- 7/16/26 – Present Concepts to Council
- 7/20/26 – Progress Meeting
- 8/17/26 – Progress Meeting
- 9/10/26- Final Presentation to Council

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of One Hundred Nine Thousand Three Hundred Dollars (\$105,300.00). Olsson’s reimbursable expenses for this Project are not included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date. The Phase allocations shown below are preliminary. Olsson reserves the right to re-allocate as necessary to accommodate project changes.

Phase	Proposed Fee
100 – Community Collaboration	\$32,100.00
200 – Master Plan	\$45,500.00
300 – Operational Effectiveness	\$17,200.00
400 – Funding Opportunities	\$10,500.00
500 – Reimbursable Expenses (per attached schedule)	
TOTAL:	\$105,300.00

ASSUMPTIONS

- Any City-required permit fees will be paid by the Client

- No utility locates are needed for this Project. If required, the Client will coordinate these services.
- No environmental remediation will be required in this Project
- No City development submittals are required in this Project

EXCLUSIONS

- Construction drawings and specifications
- Geotechnical study and borings
- Traffic studies
- Traffic signal design
- Pedestrian detour plans
- Utility potholing
- Environmental investigation, surveys, and permitting
- Individual 401 or 404 permits
- Detention and water quality design
- Elevation certifications
- As-built surveys and preparation of record drawings
- Water modeling and fire flow study
- Entitlements, re-zoning, and re-platting
- Public utility design
- Mechanical/electrical/plumbing (MEP) engineering services
- Structural engineering services
- Communications/fiber line plans and relocations
- Construction documents
- Construction administration
- Construction observation, testing, and inspections
- Post-construction survey
- Leadership in Energy and Environmental Design (LEED) design and documentation
- Value engineering
- Any services not specifically detailed in the above Scope of Services

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.725/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Automobile (Olsson EV)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost**
Meals	Actual Cost**
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

**Rates consistent with the U.S. General Services Administration (GSA) Per Diem for Reimbursable Lodging, Meals and Incidental Costs (Subject to Change).

EXHIBIT 4
SPECIAL PROVISIONS

Limit of Liability

Notwithstanding any other provision of this Agreement, the Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Five Hundred Thousand Dollars (\$500,000.00). The Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

City Council Action Item

Council Meeting Date: February 12, 2026

Department: Administration

Agenda Item: Consider Amendment No. 1 to the Loan Agreement with KDHE for KDHE Project No. C20 3097 01.

Background/Description of Item:

The City entered into a loan agreement with the Kansas Department of Health and Environment (KDHE) on June 25, 2024 for Project No. C20 3097 01 for the Dwyer Sewer Sites 1, 2 & 3 Project. The agreement established the loan amount, project scope, and repayment terms, including the first payment due on March 1, 2026. The project is still in progress and as a result, staff have requested, and KDHE has prepared, an amendment to the loan agreement to adjust the repayment schedule. There is no change to the loan amount nor to the project scope.

Summary of Loan Amendment

First Payment Date: Revised from March 1, 2026, to March 1, 2027.

Repayment Schedule: Updated to reflect the new first payment date.

Loan Amount and Project Scope: No change.

Related Ordinance(s) or Statue(s): Ordinance No. 2162

Funding Source: Dwyer RHID

Budget Allocated: N/A

Finance Director Approval:  x Karen Kindle, Finance Director

Recommendation: Approve Amendment No. 1 to the Loan Agreement with KDHE for KDHE Project No. C20 3097 01.

Enclosed: KDHE Loan Amendment No. 1

Prepared by: Karen Kindle, Finance Director

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 400
Topeka, KS 66612-1367



Phone: 785-296-1535
Fax: 785-559-4264
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

January 16, 2026

The Honorable Donald Roberts, Mayor
City of Edgerton
P.O. Box 255
Edgerton, KS 66021

Re: KWPCRLF Project No. C20 3097 01

Dear Mayor Roberts:

Two copies of Amendment No. 1 to the Loan Agreement for the referenced project are enclosed for your review. The First Amendment does not change the loan amount or the scope of the project; it only provides the city with a new repayment schedule revising the first repayment date to March 1, 2027. The loan amount remains \$5,000,000.

If acceptable, please sign both copies, keep one copy for the city's records and return the other copy to KDHE. Since the Amendment does not change the loan amount, a new ordinance, proof of publication, meeting minutes and attorney opinion letter will not be necessary.

Please call me at (785) 296-5527 if you have any questions.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Cara C. Hendricks".

Cara C. Hendricks, P.E.
Chief, Municipal Programs
Bureau of Water

CCH

Enclosure
Amendment No. 1

pc: Northeast District
2.1 File w/enclosure

FIRST AMENDMENT TO THE
LOAN AGREEMENT

By and Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

CITY OF EDGERTON, KANSAS
KWPCRF PROJECT NO.: C20 3097 01

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF JUNE 25, 2024

AMENDMENT NO.: 1
EFFECTIVE AS OF JANUARY 13, 2026

First Amendment to
the Loan Agreement by and between the
Kansas Department of Health and Environment
Acting on Behalf of the State of Kansas
and City of Edgerton, Kansas
Effective As of January 13, 2026

WHEREAS, the City of Edgerton, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of June 25, 2024 (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the City of Edgerton, KWPCRF Project No. C20 3097 01; and

WHEREAS, the Municipality and KDHE hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, this First Amendment to the Loan Agreement is entered into and effective as of January 13, 2026;

THEREFORE, the Loan Agreement is amended as follows:

SECTION 1. Exhibit B of the LOAN AGREEMENT BY AND BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND THE CITY OF EDGERTON, KANSAS is hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the Municipality have caused this First Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of January 13, 2026.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By Janet Stanek
Janet Stanek
Secretary
Kansas Department of Health and Environment

Date: 1/16/2026

CITY OF EDGERTON, KANSAS

By _____
Title: _____

(Seal)

ATTEST:

By _____
Title: _____
Date: _____

The "Municipality"

EXHIBIT B
LOAN REPAYMENT SCHEDULE
(See Page 5)

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in **Section 2.02** hereof.

KANSAS WATER POLLUTION CONTROL REVOLVING FUND

Project Principal: 4,994,014.18
 Interest During Const.: 653.47
 Service Fee During Const.: 5,332.35
 Gross Loan Costs: 5,000,000.00

Estimated Draws - Actual Interest Rate
 Amortization of Loan Costs as of 01/13/2026

Prepared for:
 City of Edgerton, Project No. C20 3097 01

Gross Interest Rate Allocation	thru 9/1/2030	after 9/1/2030	Gross Interest Rate:	2.29%
Service Fee Rate:	2.04%	0.25%	First Payment Date:	3/1/2027
Net Loan Interest Rate:	0.25%	2.04%	Number of Payments:	40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	3/1/2027	5,000,000.00	6,250.00	99,254.42	51,000.00	156,504.42	4,900,745.58
2	9/1/2027	4,900,745.58	6,125.93	100,390.89	49,987.60	156,504.42	4,800,354.69
3	3/1/2028	4,800,354.69	6,000.44	101,540.36	48,963.62	156,504.42	4,698,814.33
4	9/1/2028	4,698,814.33	5,873.52	102,702.99	47,927.91	156,504.42	4,596,111.34
5	3/1/2029	4,596,111.34	5,745.14	103,878.94	46,880.34	156,504.42	4,492,232.40
6	9/1/2029	4,492,232.40	5,615.29	105,068.36	45,820.77	156,504.42	4,387,164.04
7	3/1/2030	4,387,164.04	5,483.96	106,271.39	44,749.07	156,504.42	4,280,892.65
8	9/1/2030	4,280,892.65	5,351.12	107,488.19	43,665.11	156,504.42	4,173,404.46
9	3/1/2031	4,173,404.46	42,568.73	108,718.93	5,216.76	156,504.42	4,064,685.53
10	9/1/2031	4,064,685.53	41,459.79	109,963.77	5,080.86	156,504.42	3,954,721.76
11	3/1/2032	3,954,721.76	40,338.16	111,222.86	4,943.40	156,504.42	3,843,498.90
12	9/1/2032	3,843,498.90	39,203.69	112,496.36	4,804.37	156,504.42	3,731,002.54
13	3/1/2033	3,731,002.54	38,056.23	113,784.44	4,663.75	156,504.42	3,617,218.10
14	9/1/2033	3,617,218.10	36,895.62	115,087.28	4,521.52	156,504.42	3,502,130.82
15	3/1/2034	3,502,130.82	35,721.73	116,405.03	4,377.66	156,504.42	3,385,725.79
16	9/1/2034	3,385,725.79	34,534.40	117,737.86	4,232.16	156,504.42	3,267,987.93
17	3/1/2035	3,267,987.93	33,333.48	119,085.96	4,084.98	156,504.42	3,148,901.97
18	9/1/2035	3,148,901.97	32,118.80	120,449.49	3,936.13	156,504.42	3,028,452.48
19	3/1/2036	3,028,452.48	30,890.22	121,828.63	3,785.57	156,504.42	2,906,623.85
20	9/1/2036	2,906,623.85	29,647.56	123,223.58	3,633.28	156,504.42	2,783,400.27
21	3/1/2037	2,783,400.27	28,390.68	124,634.49	3,479.25	156,504.42	2,658,765.78
22	9/1/2037	2,658,765.78	27,119.41	126,061.55	3,323.46	156,504.42	2,532,704.23
23	3/1/2038	2,532,704.23	25,833.58	127,504.96	3,165.88	156,504.42	2,405,199.27
24	9/1/2038	2,405,199.27	24,533.03	128,964.89	3,006.50	156,504.42	2,276,234.38
25	3/1/2039	2,276,234.38	23,217.59	130,441.54	2,845.29	156,504.42	2,145,792.84
26	9/1/2039	2,145,792.84	21,887.09	131,935.09	2,682.24	156,504.42	2,013,857.75
27	3/1/2040	2,013,857.75	20,541.35	133,445.75	2,517.32	156,504.42	1,880,412.00
28	9/1/2040	1,880,412.00	19,180.20	134,973.70	2,350.52	156,504.42	1,745,438.30
29	3/1/2041	1,745,438.30	17,803.47	136,519.15	2,181.80	156,504.42	1,608,919.15
30	9/1/2041	1,608,919.15	16,410.98	138,082.29	2,011.15	156,504.42	1,470,836.86
31	3/1/2042	1,470,836.86	15,002.54	139,663.33	1,838.55	156,504.42	1,331,173.53
32	9/1/2042	1,331,173.53	13,577.97	141,262.48	1,663.97	156,504.42	1,189,911.05
33	3/1/2043	1,189,911.05	12,137.09	142,879.94	1,487.39	156,504.42	1,047,031.11
34	9/1/2043	1,047,031.11	10,679.72	144,515.91	1,308.79	156,504.42	902,515.20
35	3/1/2044	902,515.20	9,205.66	146,170.62	1,128.14	156,504.42	756,344.58
36	9/1/2044	756,344.58	7,714.71	147,844.28	945.43	156,504.42	608,500.30
37	3/1/2045	608,500.30	6,206.70	149,537.09	760.63	156,504.42	458,963.21
38	9/1/2045	458,963.21	4,681.42	151,249.30	573.70	156,504.42	307,713.91
39	3/1/2046	307,713.91	3,138.68	152,981.10	384.64	156,504.42	154,732.81
40	9/1/2046	154,732.81	1,578.27	154,732.81	193.34	156,504.42	0.00
		Totals	790,053.95	5,000,000.00	470,122.85	6,260,176.80	

City Council Action Item

Council Meeting Date: February 12, 2026

Department: Public Works

Agenda Item: Consider Change Order #4 to Kansas Heavy Construction, LLC for the East 2nd Street/Edgewood and East 3rd Street Reconstruction Project in the amount of \$70,664.30.

Background/Description of Item:

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

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

During construction, staff identified discrepancies between the bid item quantities and the quantities shown on the approved construction plans. These discrepancies included curb inlets and curb types, where bid quantities did not match the plan sheet quantities. In addition, concrete pavement, AB-1, and Industrial Drive quantities were identified differently within the plans. This change order revises the bid quantities to conform to the approved plan quantities.

The waterline changes reflect additional work necessary to improve the water system after identifying infrastructure needs during construction. There are also additional items of curb and gutter work from the 3rd Street portion of the project, which was included in a different section to comply with funding requirements.

The Change Order #4, including details by line, is attached for your review and lists of change order is summarized below.

The total for Change Order #4, \$70,664.30, will be funded from the project contingency, and therefore is within the project budget.



Description	Approval	Amount
Original Contract	Council 4/24/2025	\$ 5,191,817.00
Change Order #1	Council 7/24/2025	\$ 59,075.00
Change Order #2	City Administrator 12/5/2025	\$5,190.00
Change Order #3	Council 12/11/2025	\$47,191.36
Change Order #4	For Council Approval 2/12/2026	\$70,664.30
Revised Contract Total		\$ 5,373,937.66

City staff recommends approval of Change Order #4 to Kansas Heavy Construction, LLC for the East 2nd Street/Edgewood and East 3rd Street Reconstruction Project.

Related Ordinance(s) or Statue(s):

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

Budget Allocated: \$ 6,916,958

Finance Director Approval: x *Karen P. Kindle*
Karen Kindle, Finance Director

<p>Agenda Item: Approve Change Order #4 to Kansas Heavy Construction, LLC for the East 2nd Street/Edgewood and East 3rd Street Reconstruction Project in the amount of \$ 70,664.30 Increasing the Total Contract Amount to \$ 5,373,937.66.</p>

Enclosed: Kansas Heavy Change Order #4

Prepared by: Dan Merkh, Public Works Director

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

REQUEST NO. 4

Project Name: E. 2nd St. & Edgewood Dr. Street and Storm Improvements
 Project Location: Edgerton, KS
 Project Number: 23-0140
 Contract Date: 24-Apr-25
 Date Prepared: 08-Jan-26

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

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

REQUIRED CHANGES IN PRESENT CONTRACT

Contract or Previous Quantity	Contract or Previous Unit Price	Contract or Previous Amount	Unit	Item No.	Item Description	New or Adjusted Quantity	New or Adjusted Unit Price	New or Adjusted Amount	Change Total Price
5.00	\$10,650.00	\$53,250.00	EA	28	6'x5' Curb Inlet	6.00	\$10,650.00	\$63,900.00	\$10,650.00
2,596.00	\$24.80	\$64,380.80	LF	35	Type A Curb & Gutter	3,180.00	\$24.80	\$78,864.00	\$14,483.20
4,575.00	\$32.80	\$150,060.00	LF	36	Type B Curb & Gutter	4,306.00	\$32.80	\$141,236.80	-\$8,823.20
531.00	\$33.80	\$17,947.80	LF	37	Type C Curb & Gutter	1,072.00	\$33.80	\$36,233.60	\$18,285.80
7,447.00	\$101.50	\$755,870.50	SY	39	11" Concrete Pavement	8,098.00	\$101.50	\$821,947.00	\$66,076.50
8,962.00	\$8.50	\$76,177.00	SY	40	4" AB-1	9,676.00	\$8.50	\$82,246.00	\$6,069.00
992.00	\$82.00	\$81,344.00	SY	42	Concrete Industrial Drive	351.00	\$82.00	\$28,782.00	-\$52,562.00
712.00	\$75.00	\$53,400.00	LF	62	6" C900 Class 235 RJ	811.00	\$75.00	\$60,825.00	\$7,425.00
24.00	\$750.00	\$18,000.00	EA	66	6" 45 Bend	28.00	\$750.00	\$21,000.00	\$3,000.00
2.00	\$1,130.00	\$2,260.00	LF	69	6" Sleeve	3.00	\$1,130.00	\$3,390.00	\$1,130.00
11.00	\$2,680.00	\$29,480.00	LF	74	6" Gate Valve	12.00	\$2,680.00	\$32,160.00	\$2,680.00
187.00	\$40.00	\$7,480.00	LF	94	Type C Curb & Gutter	144.00	\$40.00	\$5,760.00	-\$1,720.00
292.00	\$40.00	\$11,680.00	LF	95	Type B Curb & Gutter	345.00	\$40.00	\$13,800.00	\$2,120.00
0.00	\$0.00	\$0.00	EA	118	Change out Fire Hydrant (non-pumper)	1.00	\$1,850.00	\$1,850.00	\$1,850.00
Subtotal -								\$1,391,994.40	\$70,664.30
Previous Total		<u>\$1,321,330.10</u>							

Net Change \$70,664.30


Statement of Contract

Original Contract Amount	\$5,191,817.00
Net Amount of Previous Additions and Deductions	\$111,456.36
Net Contract Amount Prior to This Request	\$5,303,273.36
Amount of This Request	\$70,664.30
New Contract Amount	\$5,373,937.66
Overall Percent Change in Contract Amount	3.51%

CONTRACTOR:

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

PROJECT OBSERVER:

Company: Renaissance Infrastructure Consulting
 Recommended by: 
 Date: 02/03/2026

ACCEPTED BY CITY OF EDGERTON, KANSAS:

Mayor: _____
 City Administrator: _____
 City Clerk: _____
 Date: _____



Community Development Quarterly Report

Quarter 4:
Oct-Dec 2025

Animal Control



35

LOOSE ANIMALS

5

BARKING COMPLAINTS

3

DECEASED ANIMALS REMOVED

5

UNREGISTERED PET VIOLATIONS

0

NEGLECT INVESTIGATIONS

0

CHICKEN PERMITS & INSPECTIONS

0

DANGEROUS DOG

3

DOG BITE CASES

1

CITATION ISSUED

Boat/RV	2
Inoperable Vehicles	10
Trash/Exterior Conditions/Storage	24
Public Safety	5
Parking	1
Signage	0
Tall Grass/Weeds	3
Environmental	0
Zoning	7

CODE ENFORCEMENT

67% ABATED

33% OPEN CASES

52

NEW VIOLATION LEVEL CASES

74%

OFFICER DRIVEN

4

CITATIONS ISSUED

26%

RESIDENT DRIVEN

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.



Community Development Quarterly Report

Quarter 4:
Oct-Dec 2025

Building Permitting

Building Permits Issued

29 Residential **9** Non-Residential

\$5,499,878 TOTAL PERMIT VALUATION

\$4,458,609 Residential Valuation
\$1,041,269 Non-residential Valuation

Inspections

326 TOTAL INSPECTIONS COMPLETED

301 Residential **25** Non-Residential

Dwyer Farms

Progress Report

82 Total Permits Issued **70** Permits issued in 2025
53 Total Certificate of Occupancy **37** Changed ownership

- Phase 2 Public Infrastructure Construction nearing completion.
- New homes in Phase 2 expected in March.
- Phase 3 land disturbance work is underway.

Planning & Zoning

3 **7** **2**

Planning Applications Approved Sign Permits Issued Planning Commission Work Sessions in Q4

Planning News



Maverik officially opened at the intersection of Homestead and 199th Street in early December with a ribbon cutting.



Staff has held several work sessions and a public hearing with the Planning Commission to discuss updates to the Unified Development Code, which will be presented to the Council throughout 2026.



1,854 Est. Pop.

Based upon Certificates of Occupancy and ownership data