

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
JANUARY 22, 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 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
7. Approve A Contract For Services And Scope Of Work With ETC Institute For The 2026 Citizen Survey

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

**Regular Agenda**

8. **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.
9. **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](mailto:CityClerk@edgertonks.org). Written comments shall include name and address for the record.

**10. Introduction of New Employee**

**Business Requiring Action**

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

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

**12. Report by the City Administrator**

- 2025 Recreation in Review
- 4th Quarter Public Works Report

**13. Report by the Mayor**

**14. Future Meeting Reminders:**

- February 10: Planning Commission Meeting
- February 12: City Council Meeting
- February 26: City Council Meeting
- March 10: Planning Commission Meeting
- March 12: City Council Meeting
- March 26: City Council Meeting

**15. Adjourn**

**EVENTS**

- 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: Tales for Tots – Bubblegum
- February 12: February Flow with Om Grown Yoga

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**January 8, 2026**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on January 8, 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	Absent
Bill Malloy	Present
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

**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 December 11, 2025, Regular City Council Meeting

Mayor removed Item 4 for corrections. City Administrator Beth Linn stated the correction as presented to council, is under Item 21, paragraph 3, changing the word to commissioners in the first sentence and removing the partial sentence at the end.

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.

Councilmember Lewis moved to approve, seconded by Councilmember Longanecker to approve the minutes from December 11, 2025, with the corrections. The motion carried 4-0 by the following vote:

**Yes:** Longanecker, Lewis, Conus, Malloy

**Absent:** Lebakken

### **Regular Agenda**

5. **Declaration.** Council members had nothing to declare.
6. **Public Comments.** There were no public comments made.

### **Business Requiring Action**

#### **7. CONSIDER ORDINANCE NO. 2188 CREATING A COMMON CONSUMPTION AREA FOR SPECIAL EVENTS IN DOWNTOWN EDGERTON.**

Assistant to the City Administrator, Kara Banks, presented the CCA (Common Consumption Area), which allows for the possession and consumption of alcoholic liquor in an outdoor space that is clearly marked with either a physical barrier or another apparent line of demarcation.

Ms. Banks stated this would eliminate two resolutions presented to council for those regular special events and will streamline the process.

Ms. Linn stated it would also allow us to be more proactive and allow for more spur of the moment events to occur.

Mayor stated an example would be, if you wanted to have a wine tasting, that would be possible.

Ms. Linn stated she believes it will be used mostly for City events. The special event would still have to be approved by the Council. A lot of cities have done this, like Shawnee, Lenexa, and Olathe. This is a way to encourage and streamline the process for community gatherings outdoors. Council must approve the special event, but the CCA reduces the number of resolutions required. It would also eliminate the public hearings.

Ms. Banks explained the process for obtaining a CCA under the state law. The licensee providing the alcohol under the CCA must display their license and logo on cups.

Councilmember Longanecker said he was not very comfortable with it when he read the information.

Ms. Linn states this makes regulating alcohol at events easier and clearer.

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

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

**8. CONSIDER ORDINANCE NO. 2189 AMENDING CHAPTER III OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON.**

Ms. Banks stated the State of Kansas has changed the way to apply for cereal malt beverage (CMB) licenses, and this amendment updates those guidelines. When staff reviewed Chapter 3, they found dated wording and language that needed to be removed for updated. These updates bring the chapter up to date with state laws. Anything that was duplicating state law was removed, as it already stands. Article 1 is the process changes, removing alcohol in community hall and allowing for alcohol inside The Greenspace, provided the renter secures a permit and security. Article 5 removes Special Events and is replaced with Common Consumption Area.

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

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

**9. CONSIDER ORDINANCE NO. 2190 AMENDING THE CITY OF EDGERTON MUNICIPAL CODE, CHAPTER 12, ARTICLE 3.**

Ms. Banks stated this ordinance removes Special Events from the Beverage chapter in the Municipal Code and moves it to Chapter XII – Public Property, Article 3. This update regulates special events by requiring permits for all special events and establishes minimum safety standards to protect public health, safety and welfare during the event. It also is intended to protect nearby property owners, residents and businesses who may be impacted by a special event. This new article sets standard event hours, requires minimum insurance, allows the City Administrator to restrict parking along parade and/or demonstration routes, and requires event organizers to clean up and restore the event site at the conclusion of the event. It makes sure we have regulatory power when it comes to special events.

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

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

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## 10. Report by the City Administrator

City Administrator, Beth Linn, updates that we are putting final touches on the Stormwater and Streets Campaign for the dedicated sales tax. The Public Meeting for this will be at the Greenspace on Saturday, February 7, 2026, at 10 am. Citizens will get a postcard in the mail and information posted on our social sites as well. We are making a postcard going to every household in the city limits. Parks & Recreation Director, Levi Meyer, will have his staff having fun activities for the kids so parents can come to the meeting, and their kids can have a great time while they attend.

Ms. Linn states the other item to address is July 3, 2026. This year is America 250 and we are excited to host the City's community picnic and firework show. This falls on a Friday. Our personnel manual states when a Holiday is on Saturday, the City observes on Friday. She requested moving the observed holiday to Monday, July 6<sup>th</sup> because we will need all staff available to help with the picnic and fireworks show on Friday. Ms. Linn told staff yesterday the requests for vacation that day will be extremely limited.

Councilmember Longanecker moved to approve City Administrator's request for changing the observation of Independence Day holiday from Friday, July 3, 2026, to Monday, July 6, 2026, seconded by Councilmember Lewis. The motion carried 4-0 by the following vote:

**Yes:** Longanecker, Lewis, Conus, Malloy

**Absent:** Lebakken

## 11. Report by the Mayor

Mayor wished everyone a Happy New Year.

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

- January 6: Culinary Kids – Mac & Cheese
- January 9: Mocktail Class
- January 13: Planning Commission Meeting
- January 22: City Council Meeting
- January 24: Cultural Passport
- January 27: Toddler Gym Jam
- February 10: Planning Commission Meeting
- February 12: City Council Meeting
- February 24: Toddler Gym Jam

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- 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

## 12. Adjourn

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

**Yes:** Longanecker, Lewis, Conus, Malloy

**Absent:** Lebakken

The meeting was adjourned at 7:20 pm.  
Submitted by Dusti Callahan, City Clerk.

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

## City Council Action Item

**Council Meeting Date:** January 22, 2026

**Department:** Public Works

**Agenda Item: Consider Final Acceptance for the 2025 Street Preservation Program (Curb Replacement)**

**Background/Description of Item:**

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

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

On December 11, 2025, City Council approved Change Order #1 for increase of \$10,554.24. The new contract amount is \$97,994.26

On January 16, 2026, City Administrator approved Change Order #2 which included the final quantity changes for the 2025 Street Preservation Program (Curb Replacement) for \$1,155.47. The new contract amount is \$99,149.73.

**The 2025 Street Preservation Program (Curb Replacement) is summarized below.**

Description	Approval	Amount
<b>Original Contract</b>	Council 5/8/25	\$ 87,440.02
<b>Change Order # 1</b>	Council 12/11/25	\$ 10,554.24
<b>Change Order # 2</b>	City Administrator 1/16/26	\$ 1,155.47
	<b>Final Acceptance for the 2025 Street Preservation (Curb Replacement) Total</b>	<b>\$ 99,149.73</b>

The work was completed according to City standards. The project was inspected by City's Construction Inspector and is recommended for final acceptance as noted in the attached letter.

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

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**Funding Source:** Special Highway Fund and PIF Maintenance Fee

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

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

**Recommendation: Approve Final Acceptance for the 2025 Street Preservation Program (Curb Replacement) to Sunflower Paving, Inc. for the Total Contract Amount of \$99,149.73.**

**Enclosed:** Final Pay App  
Final Completion Letter

**Prepared by:** Todd Veeman – Construction Inspector



January 13, 2026

**Subject: Letter of Acceptance**

2025 Street Preservation Program (Curb Replacement) Final Acceptance  
STRT0014-25-5000

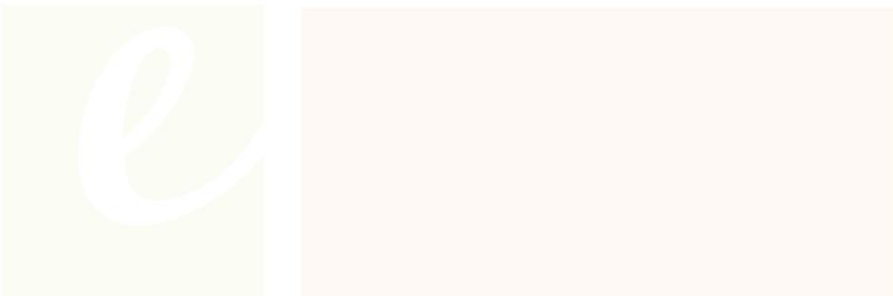
As the City of Edgerton Construction Inspector, I have observed the construction of the 2025 Street Preservation Program (Curb Replacement). The project has been completed in accordance with the plans and specifications approved by City of Edgerton.

I hereby recommend that the above referenced project be accepted by the City of Edgerton, Kansas.

Sincerely,



Todd Veeman  
Construction Inspector  
City of Edgerton



City of Edgerton										
Date: 1/8/2026		Project Name: City of Edgerton/Street Preservation			Invoice # 2		Final Pay App			
SPI Job #25205			City Project # 2025 Street Preservation Program							
Subcontractor: Sunflower Paving Inc. & Address: 1451 N. 1823 Road Lawrence KS 66044					Payment Application Number: 2			Period Covered: 11/29/25 - 1/8/26		
Bid Item	Description	Plan Quantity	Unit	Unit Price	Contract Amount	Quantity Previous	Quantity this Period	Total Quantity	Cost this Period	Total Cost
1	MOBILIZATION	1.00	LS	\$ 2,955.00	\$ 2,955.00	0.50	0.50	1.00	\$ 1,477.50	\$ 2,955.00
2	TRAFFIC CONTROL	1.00	LS	\$ 7,050.00	\$ 7,050.00	0.50	0.50	1.00	\$ 3,525.00	\$ 7,050.00
3	RR CONCRETE C&G LPKC	205.00	LF	\$ 37.46	\$ 7,679.30		212.00	212.00	\$ 7,941.52	\$ 7,941.52
4	RR CONCRETE C&G AREA 1 & 2	570.00	LF	\$ 35.73	\$ 20,366.10	1438.00	25.00	1463.00	\$ 893.25	\$ 52,272.99
5	RR ADA RAMP	1.00	EA	\$ 1,930.22	\$ 1,930.22		1.00	1.00	\$ 1,930.22	\$ 1,930.22
101	MOBILIZATION	1.00	LS	\$ 945.00	\$ 945.00	0.50	0.50	1.00	\$ 472.50	\$ 945.00
102	TRAFFIC CONTROL	1.00	LS	\$ 825.00	\$ 825.00	0.50	0.50	1.00	\$ 412.50	\$ 825.00
103	RR CONCRETE C & B AREA 3	610.00	LS	\$ 33.54	\$ 20,459.40			0.00	\$ -	\$ -
201	MOBILIZATION	1.00	LS	\$ 755.00	\$ 755.00	0.50	0.50	1.00	\$ 377.50	\$ 755.00
202	TRAFFIC CONTROL	1.00	LS	\$ 825.00	\$ 825.00	0.50	0.50	1.00	\$ 412.50	\$ 825.00
203	RR CONCRETE MEDIAN 4"	4300.00	SF	\$ 5.50	\$ 23,650.00		4300.00	4300.00	\$ 23,650.00	\$ 23,650.00
					\$ -			0.00	\$ -	\$ -
					\$ -			0.00	\$ -	\$ -
					\$ -			0.00	\$ -	\$ -
					\$ -			0.00	\$ -	\$ -
					\$ -			0.00	\$ -	\$ -
<b>Contract Total:</b>									\$ 87,440.02	
<b>Totals</b>									\$ 41,092.49	\$ 99,149.73
Retainage (10%)										
Total Complete Less Retainage									\$	99,149.73
Less Previous Payments									\$	52,251.52
<b>Amount Due This Application</b>									<b>\$</b>	<b>46,898.21</b>
Sunflower Paving, Inc										

**CITY OF EDGERTON, KANSAS**

**COUNCIL AGENDA ITEM**

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**Council Meeting Date:** January 22, 2026

**Agenda Item:** Resolution 01-22-26A Approving a Subordination/Attornment Agreement

**Subject:** ELHC XXXII, LLC Project

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The City issued one series of bonds in 2016 to finance the costs of constructing a commercial project, consisting of an approximately 765,000 square foot warehouse and distribution facility, located at 31450 W. 196<sup>th</sup> Street, the ELHC XXXII, LLC Project, in Edgerton, Kansas.

In May 2017, ELHC XXXII, LLC, transferred the project and assigned its rights and interests in the bonds and related documents to IPXXXII 196 STREET LLC.

In December 2025, IPXXXII 196 STREET LLC assigned the project and assigned its rights and interests in the bonds and related documents to SparrowHawk LPKC 32 LLC, a Delaware limited liability company (the “Company”).

The Company received a loan from New York Life Insurance and Annuity Corporation, a Delaware Corporation (the “Lender”), to acquire the project. The Lender wishes to have the City and the Company confirm the priority of the loan over the Base Lease Agreement and the Lease Agreement relating to the bonds. This type of request can be customary when a project that is subject to an IRB is financed.

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

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**RESOLUTION NO. 01-22-26A**

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

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

**WHEREAS**, the City issued its Industrial Revenue Bonds (ELHC XXXII, LLC Project), Series 2016 (the "Bonds"), in the aggregate maximum principal amount of \$38,250,000, pursuant to a Trust Indenture dated as of August 1, 2016 (the "Indenture"), between the City and UMB Bank, n.a., as trustee (the "Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project, consisting of an approximately 765,000 square foot warehouse and distribution facility, located at 31450 W. 196<sup>th</sup> Street, Edgerton, Kansas (the "Project"); and

**WHEREAS**, pursuant to that certain Assignment and Assumption of IRB Documents dated May 15, 2017, the original developer assigned and transferred the Bonds and related documents to IPXXXII 196 Street LLC, a Delaware limited liability company ("IPXXXII"); and

**WHEREAS**, pursuant to that certain Assignment and Assumption of IRB Documents dated December 5, 2025, IPXXXII assigned and transferred the Bonds and related documents to Sparrowhawk LPKC 32 LLC, a Delaware limited liability company ("Sparrowhawk"); and

**WHEREAS**, in relation to the Bonds and the related documents, Sparrowhawk has requested and the City desires to execute a Subordination/Attornment Agreement with respect to the Bonds (the "Subordination").

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

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

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

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

**ADOPTED** this 22<sup>th</sup> day of January, 2026.

**CITY OF EDGERTON, KANSAS**

By: \_\_\_\_\_  
Donald Roberts, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Dusti Callahan, City Clerk

Approved as to form:

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

Subordination Resolution  
ELHC XXXII, LLC Project

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

Title of Document: Subordination/Attornment Agreement

Date of Document: December 23 2025

Grantor(s): The City of Edgerton, Kansas and Sparrowhawk LPKC 32 LLC, a Delaware limited liability company

Grantee(s): New York Life Insurance and Annuity Corporation, a Delaware corporation

Grantee's Address: 51 Madison Avenue, New York, New York 10010

Reference Book and Pages: Book 201609, Page 004430  
Book 201609, Page 004431  
Book 201609, Page 004432  
Book 201705, Page 005957  
Book 202512, Page 006127

Legal Description: See attached Schedule 1

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## SUBORDINATION/ATTORNMENMENT AGREEMENT

This Subordination/Attornment Agreement (this "**Agreement**") is made as of the 23rd day of December, 2025, by and among the **CITY OF EDGERTON, KANSAS** (the "**City**"), **SPARROWHAWK LPKC 32 LLC**, a Delaware limited liability company ("**Property Owner**") and **NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION**, a Delaware corporation ("**Lender**").

### RECITALS

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

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

C. The City subleased the Project to Developer pursuant to a Lease Agreement dated as of August 1, 2016 (the "**Sub PILOT Lease**"), between the City and Developer, a memorandum of which was recorded September 12, 2016, in Book 201609, Page 004431, and the Sub PILOT Lease was subsequently collaterally assigned to Trustee pursuant to that certain Assignment of Lease Agreement dated August 18, 2016, which was recorded on September 12, 2016, in Book 201609, Page 004432, and the Sub PILOT Lease was modified by that certain First Supplemental Lease Agreement dated as of May 1, 2017 in order to revise the legal description of the land that is subject to the Sub PILOT Lease to describe the Property.

D. The City and Developer entered into a Performance Agreement dated as of August 1, 2016 (the "**Performance Agreement**") whereby the parties set forth the terms relating to tax abatement for the Project, and the Performance Agreement was modified by that certain First Amendment to Performance Agreement dated as of May 1, 2017 in order to revise the legal description of the land that is subject to the Performance Agreement to describe the Property.

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

F. The City and Developer entered into a Bond Purchase Agreement dated as of August 15, 2016 (the "**Bond Purchase Agreement**") whereby City agreed to issue and Developer agreed to purchase the Bonds on the terms and conditions set forth therein.

G. Developer subsequently assigned all of Developer's interest in and to the Bonds, the Indenture, the Bond Purchase Agreement, the Base PILOT Lease, the Sub PILOT Lease, the Performance Agreement and the Origination Fee Agreement (collectively, the "**IRB Documents**") to IPXXXII 196 Street LLC, a Delaware limited liability company ("**Current Holder**").

H. Pursuant to that certain Assignment and Assumption of IRB Documents of even date herewith by and between Current Holder and Property Owner, Current Holder has agreed to assign and transfer to Property Owner and Property Owner has agreed to assume all of Current Holder's interest in and to the IRB Documents.

I. Prior to the date hereof, the Bonds were assigned to the Property Owner;

J. Pursuant to that certain Promissory Note, dated of even date herewith, executed by Property Owner and certain other borrowers (collectively, "**Borrower**"), and payable to the order of Lender in the original principal amount of \$54,730,000.00 (together with all replacements, renewals, modifications, increases, splits and extensions thereof, the "**Note**"), Borrower has become indebted, and may from time to time be further indebted, to Lender with respect to a loan ("**Loan**") which is governed and secured by, among other things, that certain the lien and security interest of that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing from Borrower for the benefit of Lender of even date herewith (the "**Mortgage**"), and further evidenced, secured or governed by other instruments and documents now or hereinafter executed in connection with the Loan (together with the Note and the Mortgage, the "**Loan Instruments**").

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

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

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

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

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

3. If the interest of Property Owner under the Leases shall be acquired by Lender or any purchaser ("**Purchaser**") by reason of exercise of the power of sale or the foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender or Purchaser succeeds to the interest of Property Owner under the Leases, City and Property Owner agree that Lender or Purchaser, as the case may be, shall be entitled to all of the rights and benefits of Property Owner under the Leases, and the City shall attorn to Lender or Purchaser, as the case may be, as its lessor under the Base PILOT Lease and recognize Lender or Purchaser, as the case may be, as lessee under the Sub PILOT Lease, provided that Lender or Purchaser, as the case may be, provided, within five (5) days following its acquisition of title to the Property, notice to the City of its election to assume the rights and duties under the Leases and a Representation Letter substantially in the form attached hereto as **Exhibit A**, and the Leases shall in such event continue in accordance with their respective terms. Moreover, Lender or Purchaser, as the case may be, shall have the right to further assign the Leases pursuant to Section 10.4(c) of the Sub PILOT Lease.

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

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

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

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

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

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

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

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

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

Lender: New York Life Insurance and Annuity Corporation  
c/o New York Life Real Estate Investors  
51 Madison Avenue  
New York, New York 10010-1603  
Attn: Senior Director - Loan Management  
Loan No. 374-1601

with a copy to: New York Life Insurance and Annuity Corporation  
Office of the General Counsel  
51 Madison Avenue  
New York, New York 10010-1603  
Attn: Vice President - Real Estate Section  
Loan No. 374-1601

With an email copy to: [REI\\_Servicing@nylinvestors.com](mailto:REI_Servicing@nylinvestors.com)

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

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

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

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



**CITY OF EDGERTON, KANSAS**

[SEAL]

By: \_\_\_\_\_  
Name: Donald Roberts  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Name: Dusti Callahan  
Its: City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this \_\_\_ day of \_\_\_\_\_, 2026, before me, a notary public in and for said county and state, came Donald Roberts, Mayor of the City of Edgerton, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Dusti Callahan, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

[SEAL]

\_\_\_\_\_  
Notary Public  
Typed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_.

**LENDER:**

**NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION**, a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2025, appeared \_\_\_\_\_, to me personally known, who being duly sworn did say that he is the \_\_\_\_\_ of New York Life Insurance and Annuity Corporation, a Delaware corporation (the “**Company**”), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

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

[SEAL]

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

My commission expires \_\_\_\_\_.



**Schedule 1**

**Legal Description of Property**

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

**Exhibit A**

**Form of Representation Letter**

[attached]

## City Council Action Item

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**Council Meeting Date:** January 22, 2026

**Department:** Administration

### **Agenda Item: Consider a Contract for Services and Scope of Work with ETC Institute for the 2026 Citizen Survey**

**Background/Description of Item:**

Beginning in 2012, the Edgerton City Council contracted with ETC Institute to perform a biennial citizen survey. The results of those surveys have been used to assist the Governing Body in prioritizing funding and resources during the preparation of the annual budget. Staff would recommend contracting again with ETC to perform the citizen survey for 2026. This survey will allow the Governing Body to benchmark and compare the results against previous surveys in addition to regional and national survey results.

The draft contract includes the responsibilities for both ETC and the City as listed below for a total price of \$8,330. This is an increase of \$240 from 2024. ETC is including a question on the survey asking residents to opt in for a chance to win a \$500 Visa gift card as an incentive for completing the survey. This incentive is funded by ETC.

ETC Institute's responsibilities:

- a) Finalizing the methodology for administering the survey based on input from the City.
- b) Including a question on the survey asking residents to opt in for a chance to win a \$500 Visa gift card as an incentive for completing the survey.
- c) Designing a community survey instrument that is up to 6 pages in length.
- d) Selecting a random sample of households to be surveyed, using Census data to ensure a sample matching the demographics (age, race and sex) of the community.
- e) Conducting a pretest of the survey instrument.
- f) Printing and mailing the survey instrument (includes all costs for printing and mailing) and creating the online survey.
- g) Completing 150-200 surveys by a combination of mail, phone and on-line. The results of a random sample of 200 completed surveys will have a precision of at least +/-6.9% at the 95% level of confidence.
- h) Conducting data entry and quality control review for completed surveys.
- i) Providing complete printouts of the data.
- j) Conducting benchmarking analysis showing how the results of selected questions for the City of Edgerton compare to other comparable communities in ETC's benchmarking database.
- k) Conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with City services.

- l) Making an on-site presentation of the survey results to the City.
- m) Completing a final report that will include an executive summary, charts and graphs, benchmarking analysis, importance-satisfaction analysis, cross-tabs, tables showing the results to all questions on the survey, and a copy of the survey instrument.

Responsibilities for the City of Edgerton:

- a) Approving the survey instrument.
- b) Providing a cover letter for the mail version of the survey.
- c) Provide GIS shapefiles for the boundaries of the City.
- d) Identifying requests for sub analysis of the data as appropriate

If the Contract and Scope of Work is approved, Staff will work with ETC for development of the actual survey instrument. Listed below is a preliminary project schedule.

January/February

- Approve survey contract
- Design survey instrument
- Develop online survey

March/April

- Print and mail survey instrument
- Go live with online survey
- Administer survey

May/June

- Provide tabular data results
- Provide final report
- Presentation of results

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

The 2026 budget includes funding of \$8,300 for the 2026 Citizen Survey. The additional \$30 over the budgeted amount will be funded from other general marketing funds available.

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

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**Funding Source:** General Fund – General Government

**Budget Allocated:** \$8,300

x 

**Finance Director Approval:** Karen Kindle, Finance Director

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<p><b>Recommendation: Approve Contract for Services and Scope of Work with ETC Institute for the 2026 Citizen Survey for \$8,330.</b></p>
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**Enclosed:**

Contract for Services and Scope of Work Between ETC Institute and the City of Edgerton, Kansas

**Prepared by:**

Kara Banks, Marketing and Communications Manager

# Contract for Services and Scope of Work Between ETC Institute and the City of Edgerton, Kansas

## ARTICLE I: SCOPE OF SERVICES

1. **Overview of Services to Be Performed.** ETC Institute will design and administer a survey for the City of Edgerton, Kansas. The survey will be designed and administered during the beginning of 2026. The final report will be completed by May 29, 2026.
2. **Maximum Fixed Fee.** The maximum fixed fee for the services provided will be \$8,330.
3. **ETC Institute's Responsibilities.** The tasks that will be performed by ETC Institute as part of this agreement include the following:
  - finalizing the methodology for administering the survey based on input from the City.
  - including a question on the survey asking respondents to opt-in to a chance to win a \$500 Visa gift card as an incentive for completing their survey.
  - designing a survey instrument that is up to 6 pages in length.
  - selecting a sample of households to be surveyed.
  - setting up the database.
  - conducting a pretest of the survey instrument.
  - completing between 150 and 200 surveys by a combination of mail, online and phone (ETC Institute's costs include all labor, postage and printing of the survey instrument itself with the administration of the survey).
  - conducting data entry and quality control review for all completed surveys.
  - Monitoring the distribution of the responses to ensure the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, race, and Hispanic/Latino ancestry.
  - ETC Institute, if needed, will weight the data as needed if one or more demographic groups are over/underrepresented relative to recent Census estimates for the City's population.
  - providing complete printouts of the data.
  - conducting benchmarking analysis that shows how the results compare to ETC Institute's benchmarks.
  - conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with city services.
  - completing a final report which includes the following
    - An executive summary that includes the description of the survey methodology and major findings,
    - Charts and graphs for all questions on the survey,
    - Importance-Satisfaction Ratings that identify priorities for improvement,
    - Benchmarking analysis that shows how the City compares to other communities,
    - Data tables showing the results for all questions on the survey, and
    - A copy of the survey instrument.
  - making webinar or on-site presentation of the results to the City at a mutually agreed upon date.

4. Responsibilities for the City will include the following:
  - approving the survey instrument
  - providing a cover letter for the mail version of the survey
  - provide GIS shapefiles showing the boundaries of the City
  - identifying requests for subanalysis of the data as appropriate

## **ARTICLE II: PAYMENT FOR SERVICES**

1. Total Fee for services is \$8,330. Invoices will be submitted as follows:
  - Survey and Sampling Plan Development: \$2,082.50
  - Initiate Survey Administration (Printing & Mailing): \$2,082.50
  - Survey Administration Complete: \$2,082.50
  - Final Report Delivered: \$2,082.50

## **ARTICLE III: MISCELLANEOUS PROVISIONS**

1. **Change in Scope**. The Scope of Services, for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.
2. **Termination of Contract**. This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the contract is terminated by the client, the client shall reimburse ETC Institute for the full value of any tasks that have been initiated, up to the total amount of the next scheduled invoice.
3. **Rights to Use the Data**. ETC Institute has the right to use the data as a component of ETC Institute's DirectionFinder® benchmarks, but ETC Institute will not release specific results without written approval from the client.

**IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers.**

Donald Roberts, Mayor

City of Edgerton

\_\_\_\_\_

Date \_\_\_\_\_

Gregory S. Emas, CFO

ETC Institute

\_\_\_\_\_ Date \_\_\_\_\_

ETC Institute takes reasonable steps to protect survey response data and personal data regarding respondents. Survey Owner has received and reviewed a current copy of the ETC Institute Privacy Policy and understands and acknowledges its terms.

## City Council Action Item

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**Council Meeting Date:** January 22, 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.

The agreement is currently under review by the City Attorney, staff recommends approval pending final City Attorney review.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:**    
Karen Kindle, Finance Director

### **Recommendation: Approve Agreement for Temporary Workspace with Southern Star Central Gas Pipeline Inc., pending City Attorney Approval.**

**Enclosed:** Request for Temp Workspace

**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](mailto: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](mailto: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](mailto: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.

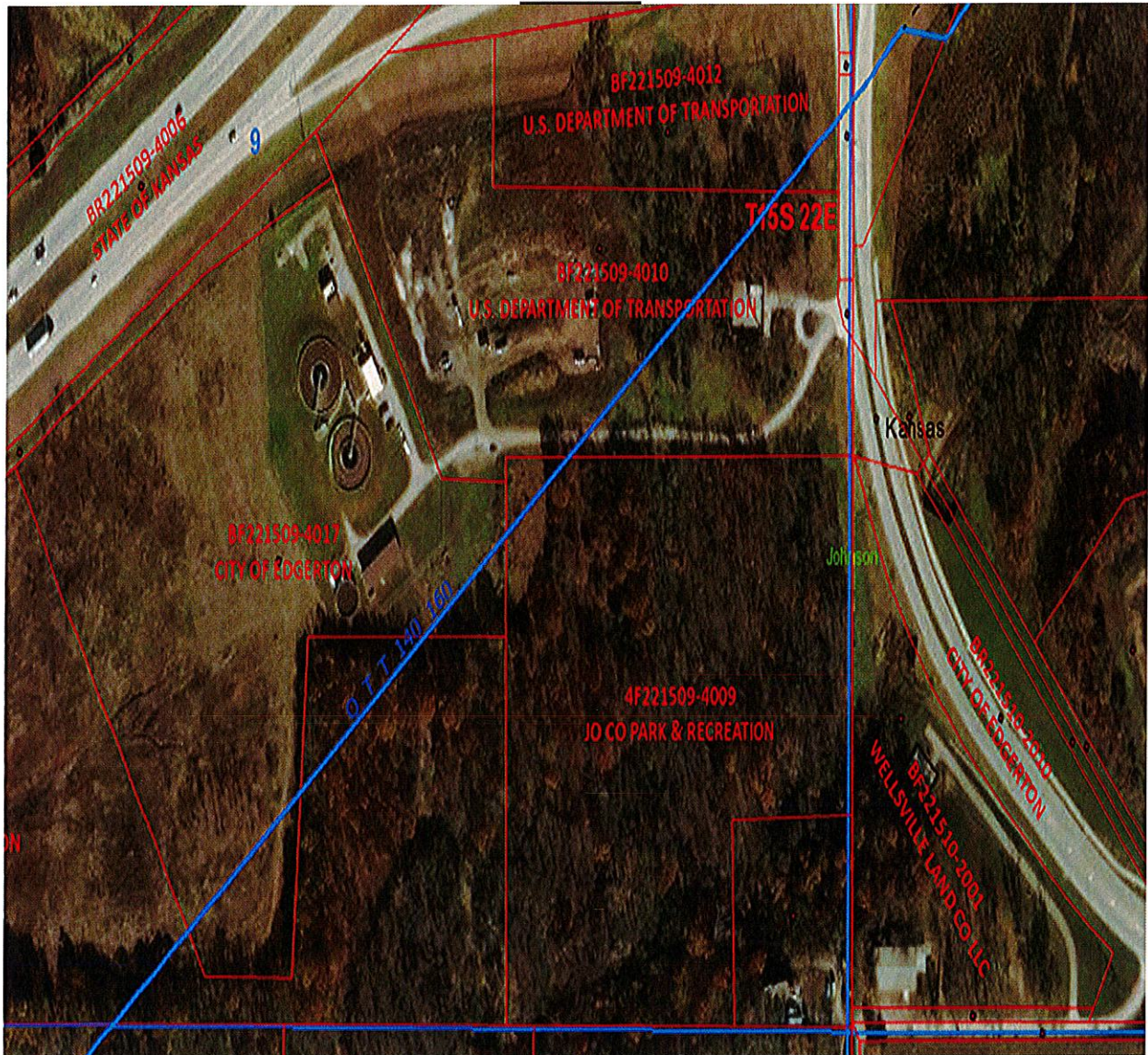
**Temporary Workspace Proposal:**

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

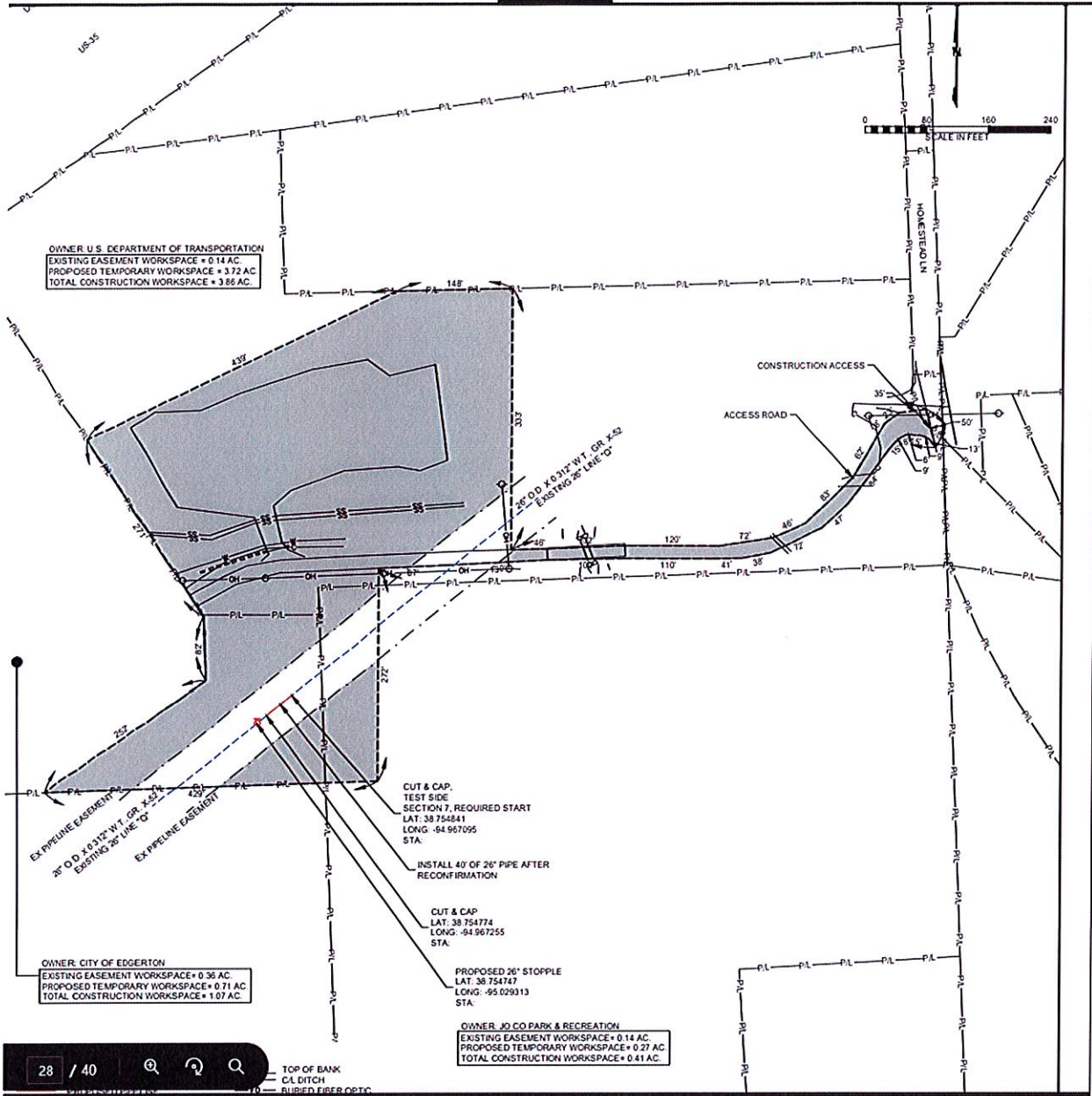
**EXHIBIT A**



**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**

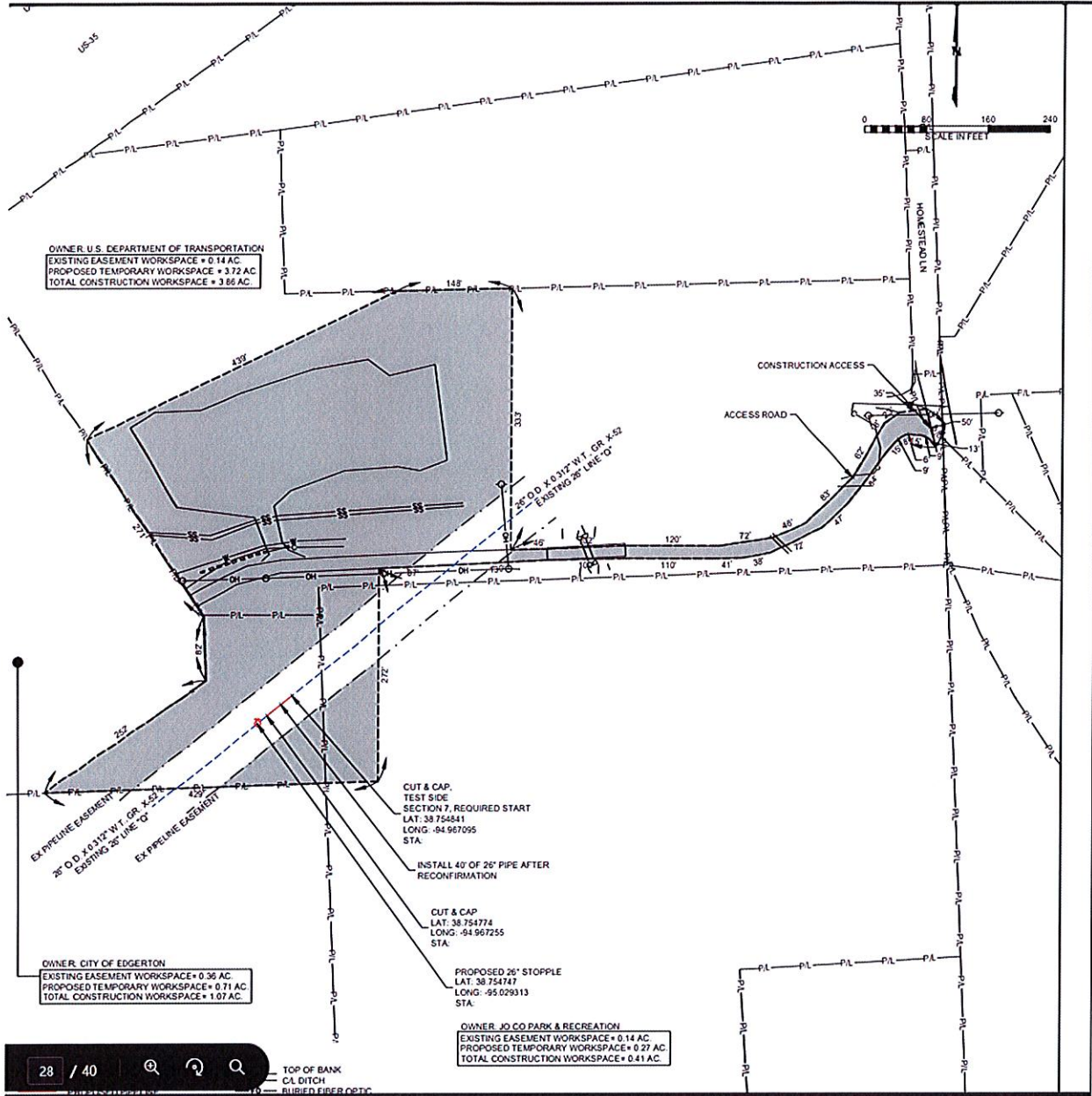
\_\_\_\_\_

\*\*\*\*\*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.



# Parks & Recreation Annual Review

2025 Events &  
Programming  
Recap

# 3,906

Est. special event  
attendance\*



# 1,798

Est. program  
attendance



\*does not include partner events, like  
Frontier Days, School /PTO events, etc

# 90

Programs offered  
in 2025

## Programs Offered:

- 9 Special Events
- 26 Active Programs
- 20 Community Programs
- 17 Creative Programs
- 16 Educational Programs
- 6 Other Programs

## New in 2025:

- Women's Self Defense
- Charcuterie Board Class
- Diecast Racing
- Hunter Safety - SOLD OUT



The Greenspace  
At the heart of our community



38,289 total visits  
129.8 visits per day

- 1,619 day passes - 49% residents
- 2,384 membership scans - 80% residents
- 41 rentals in 10 months



# Parks & Recreation Annual Review

2025  
Departmental  
Activity

## Parks

Vehicle traffic at  
Martin Creek Park: **5,596**

Pedestrian traffic at  
Glendell Acres Park: **3,787**



## New in 2025

- Increased service level at City Parks
- Added Turf maintenance
- Higher frequency of inspections and daily upkeep at all parks

**45** tons dirt added to improve walking surface

**36** tons gravel added to Edgerton Lake road



Everyday Grounds,  
Maintenance, and Facilities  
work made up 63% of our  
workload

### Other projects:

- Splashpad operation
- Install new park furnishings
- Horseshoe pit removal
- Holiday lighting
- Fish stocking at Edgerton Lake



## Facilities

74% of our maintenance work was spent on publicly available spaces

- City Hall Front Office Renovation
- City Hall Painting Project



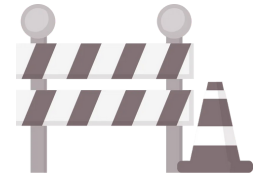


# Public Works Quarterly Update

October-  
December 2025

## Departmental Programs

### Q4 Highlights



**17** linear miles

Gravel Roads Graded

**175** tons

Asphalt Patching

**772** lane miles

Street Sweeping

**1,000** feet

Ditch Line Maintenance

**2.5** miles

of Crack Sealing

**7** work orders

Road Striping

**90** cubic yards

Tree Trimming Debris

**30** yards

Concrete

### Preparing for Winter

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

Besides training, crews also inspect snow plow blades for cracks or wear, check hoses and fittings, perform maintenance like hydraulic fluid flushes and oil changes, mount the plow blades, etc.

**200** tons

Salt Ordered

**85** lane miles

Crews Plow

**5**

CDL Drivers



10 Trainings - Flagger Certification, OSHA 10 Hour Safety, Asphalt Compaction, CPG Concrete, Foley Equipment Training

### Other Duties

Other Department Support	86 Work Orders
Valve Exercising Program	10 work orders - 100% Complete
Jetting Program	20 work orders - 100% complete
Facility Maintenance	53 Work Orders
Vehicle and Equipment Maintenance	235 Work Orders; 27 UMs and ERs
Brush Maintenance	34 Dump Truck Loads (400 cubic yards)
On-Call Response	28 Call Outs