

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
December 11, 2014**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Crooks ____ Cross ____ Troutner ____ Brown
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. Agenda Approval
5. City Council Meeting Minutes November 13, 2014
6. Animal Permit for Glyn Powers at 1606 West 8th Street
7. Animal Permit for Darius Crist at 510 West Braun Street
8. Animal Permit for H.M. and B.K. Damet for 202 West 8th Street
9. Animal Permit for Jarold and Sharon Owens at 410 West Braun
10. Animal Permit for Marvin Vail at 1405 West 8th Street
11. Animal Permit for Michael Mabrey at 1200 West Braun
12. Animal Permit for Drew Young at 306 West 8th Street
13. Renewal of a Cereal Malt Beverage License application for 2014
14. Resolution No. 12-11-14A Waiving The City's Compliance With Generally Accepted Accounting Principles For Financial Reporting And Causes Such Reports To Be Prepared In Compliance With The Cash Basis And Budget Laws Of The State Of Kansas
15. Resolution No. 12-11-14B Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility
16. Resolution No. 12-11-14C Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas
17. Consider Approval of a One-Year Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton Community Building/City Hall for 2015
18. Approval of Year-End Longevity Bonus for Employees

Regular Agenda

19. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
20. **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.

Business Requiring Action

21. **CONSIDER ORDINANCE NO. 985 AMENDING ARTICLE 5, SECTION 23 AND ARTICLE 19, SECTION 200 OF THE STANDARD TRAFFICE ORDINANCE FOR**

**KANSAS CITIES, EDITION OF 2014, WHICH WAS INCORPORATED BY
ORDINANCE NO. 978**

Motion: _____ Second: _____ Vote: _____

**22. CONSIDER FACILITY USE AND MAINTENANCE AGREEMENT WITH EDGERTON
HISTORIC SOCIETY FOR EDGERTON COMMUNITY MUSEUM FOR 2015**

Motion: _____ Second: _____ Vote: _____

**23. CONSIDER AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S DEPARTMENT
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2015
AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT**

Motion: _____ Second: _____ Vote: _____

**24. CONSIDER A CONTRACT WITH CANDID MARKETING FOR MARKETING AND
COMMUNICATIONS SERVICES FOR STRATEGIC MARKETING SERVICES FOR 2015**

Motion: _____ Second: _____ Vote: _____

**25. CONSIDER THE REFLECTIVE GROUP TO PROVIDE INFORMATION TECHNOLOGY
SERVICES AND AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT**

Motion: _____ Second: _____ Vote: _____

**26. CONSIDER ORDINANCE NO. 986 ADOPTING A RECOMMENDATION BY THE CITY
PLANNING COMMISSION TO APPROVE REZONING OF APPROXIMATELY 138
ACRES OF LAND [LOCATED APPROXIMATELY 1,700 FEET SOUTH OF THE
SOUTHWEST CORNER OF 191ST STREET AND WAVERLY ROAD] IN EDGERTON,
KANSAS FROM JOHNSON COUNTY RUR, RURAL ZONING TO CITY OF EDGERTON
L-P LOGISTICS PARK ZONING DISTRICT**

Motion: _____ Second: _____ Vote: _____

**27. CONSIDER ORDINANCE NO. 987 AN ORDINANCE ADOPTING THE PLANNING
COMMISSION'S RECOMMENDATION TO APPROVE A CONDITIONAL USE PERMIT
TO ALLOW USE OF LAND, IN THE C-2 HEAVY COMMERCIAL DISTRICT
GENERALLY LOCATED AT 20080 HOMESTEAD LANE IN EDGERTON, KANSAS, FOR
CONSTRUCTION AND MAINTENANCE OF A BILLBOARD SIGN**

Motion: _____ Second: _____ Vote: _____

**28. CONSIDER AMENDMENT TO THE AGREEMENT WITH THE STATE OF KANSAS FOR
THE DEBT SETOFF PROGRAM**

Motion: _____ Second: _____ Vote: _____

29. CONSIDER ORDINANCE NO. 988 GRANTING ANNEXATION FOR SPECIFIC LAND TO THE CITY OF EDGERTON, KANSAS, PURSUANT K.S.A. 12-520

Motion: _____ Second: _____ Vote: _____

30. CONSIDER ORDINANCE NO. 989 AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE LOAN AGREEMENT BETWEEN EDGERTON, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE FIRST AMENDMENT TO THE LOAN AGREEMENT.

Motion: _____ Second: _____ Vote: _____

31. CONSIDER AGREEMENT WITH GARDNER DISPOSAL

Motion: _____ Second: _____ Vote: _____

32. Report by the City Administrator

33. Report by the Mayor

- Winners of Holiday Lighting Contest
- 2014 Holiday Schedule

34. Future Meeting/Event Reminders:

- Week of December 22rd – Trash Pick Up Friday
- December 25th – City Offices Closed
- January 1st – City Offices Closed
- Week of January 1st – Trash Pick Up _____
- January 8th 7:00 PM – City Council Meeting
- January 13th 7:00 PM – Planning Commission
- January 21st Noon – Senior Lunch
- January 22nd 7:00 PM – City Council Meeting

35. Adjourn Motion: _____ Second: _____ Vote: _____

**City of Edgerton, Kansas
Minutes of City Council Regular Session
November 13, 2014**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on November 13, 2014. The meeting convened at 7:00 p.m. with Mayor Roberts presiding, and City Clerk Janeice L. Rawles recording.

1. ROLL CALL

Charlie Troutner	present
Cindy Crooks	present
Charlie Troutner	present
Jody Brown	present
Frances Cross	absent

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator Beth Linn
 Community Development Director Kenny Cook
 City Attorney Patrick Reavey

Consultants in attendance: Lt Doug Baker, Johnson County Sheriff Representative
 Scott Anderson, SA Legal Advisors, LLC
 Tom Riederer, Southwest Johnson County EDC

2. WELCOME AND PLEDGE OF ALLEGIANCE

3. CONSENT AGENDA

- A. Agenda Approval
- B. City council Meeting Minutes October 28, 2014

A motion by Crooks, seconded by Longanecker, to approve the Consent Agenda.

The motion was approved, 4-0.

4. PUBLIC COMMENTS

Blake Glover, new attorney from Baldwin City, was here to introduce himself to the Mayor and Council. The Mayor thanked him for coming.

5. DECLARATIONS BY COUNCIL MEMBERS

None

6. PRESENTATION FROM UNITED COMMUNITY SERVICES OF JOHNSON COUNTY REGARDING THE 2015 HUMAN SERVICE FUND.

Marya Schott, United Community Services Initiatives Director, was present to address the Mayor and Council about the United Community Services Human Service Fund for 2015. The Human Service Fund offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents who are facing difficult circumstances.

Motion by Crooks, seconded by Longanecker, to support the breakdown of contributions as presented in the handout by Marya Schott. The handout suggests that the City of Edgerton's contribution is \$1,500.00.

The motion was approved, 4-0.

7. PRESENTATION FROM SOUTHWEST JOHNSON COUNTY ECONOMIC DEVELOPMENT CORPORATION.

Tom Riederer, president of Southwest Johnson County Economic Development Corporation, was present to discuss the annual contract with the Mayor and City Council. The SW JO.CO.EDC has been in business for over twenty years and has four major contributors. Mr. Riederer stated that "we need to provide the services you request." The Mayor replied that a lot has happened this year thanks to Tom and the City is receiving the value, plus more. The council thanked Mr. Riederer and the SW Jo. Co. EDC for all the hard work this year.

8. A ONE-YEAR CONTRACT WITH MIZE HOUSER & COMPANY, P.A., TO PREPARE THE CITY'S FINANCIAL AUDIT FOR FISCAL YEAR 2014 WAS CONSIDERED.

City Administrator Beth Linn provided informational history about the fiscal year audit to the Mayor and City Council. The City of Edgerton has contracted with Mize Houser & Company P.A. since 2009. It was noted because of the complexity of the Big Bull Creek Waste Water Treatment Plant Project, staff recommends retaining Mize Houser & Company, P. A., as the City's Auditor. The fee for the regular financial audit shall not exceed \$8,000.00 and the fee for the single audit fee shall not exceed \$2,500.00. The single audit is required by the State of Kansas Water Pollution Control Revolving Loan Fund, for the money the City of Edgerton received for the Big Bull Creek Waste Water Treatment Plant Project.

Motion by Crooks, seconded by Brown, to approve the one-year contract with Mize Houser & Company, P. A., to prepare the City's financial audit for fiscal year 2014.

The motion was approved, 4-0.

9. RESOLUTION NO. 11-13-14A ADOPTING AMENDMENTS TO THE CITY OF EDGERTON PERSONNEL RULES AND REGULATIONS REGARDING CLOSURE OF CITY HALL FOR EMERGENCIES OR INCLEMENT WEATHER WAS CONSIDERED.

City Administrator Beth Linn presented background information about the proposed amendment to add a section in the Edgerton Personnel Rules and Regulations to address compensation of employees during the closure of City Hall due to emergency situations or inclement weather.

Motion by Crooks, seconded by Brown, to approve Resolution No. 11-13-14A adopting amendments to the City of Edgerton personnel rules and regulations regarding closure of City Hall for emergencies or inclement weather.

The motion was approved, 4-0.

10. REPORT BY THE CITY ADMINISTRATOR.

City Administrator Beth Linn introduced Kenny Cook, Community Development Director for the City of Edgerton. Mr. Cook comes to the City with more than nine years of community development experience. Kenny Cook will be overseeing the Planning Commission, codes and animal control.

The notification for Trash Bids has been sent and there will be a special meeting on the 20th of November 2014 at 7:00 p.m.

The financial reports for the third quarter were handed out and the City Administrator explained the numbers and answered questions. All the funds are in good shape at this time.

11. REPORT BY THE MAYOR

The Christmas Light Judging will be on Wednesday, the 10th of December 2014, with lights on at 7:00 p.m. There will be first, second, and third places and a neighborhood, street, or block of town recognition.

Mayor Roberts recognized City Clerk Janeice Rawles's Birthday today.

Mayor Roberts told all that were present that the 2015 mil levy will be dropping and more information will be available soon. Watch for information in the next city newsletter.

12. FUTURE MEETING/EVENT REMINDERS

- November 19th Noon – Senior Lunch
- November 20th 7:00 p.m. Edgerton City Council Special Session
- November 27th and 28th Thanksgiving Holiday – CITY OFFICES CLOSED
- November 27th – City Council Meeting CANCELLED
- Week of November 27th – Trash Pickup on FRIDAY

The Mayor recessed the meeting for ten minute break at 8:10 p.m.
The meeting reconvened at 8:20 p.m.

13. EXECUTIVE SESSION

Motion by Crooks, seconded by Longanecker, to consider recessing into executive session pursuant to K.S.A. 75-4319 (b)(2) for consultation with an attorney deemed privileged in the attorney-client relationship to include city attorney and city administrator for ten minutes.

The motion was approved, 4-0.

The meeting recessed at 8:21 p.m.

The meeting reconvened at 8:31 p.m.

Motion by Crooks, seconded by Brown, return to regular session with no action taken.

The motion was approved, 4-0.

Motion by Crooks, seconded by Longanecker, to allow the Mayor to sign the Equipment Lease-Purchase Agreement with Caterpillar Financial Services Corporation.

The vote on the motion, Aye: Crooks, Brown, and Longanecker. Nay: Troutner.

The motion was approved, 3-1.

Motion by Crooks, seconded by Longanecker, to consider recessing into executive session pursuant to K.S.A. 75-4319 (b)(2) for consultation with an attorney deemed privileged in the attorney-client relationship to include city attorney and city administrator for ten minutes.

The motion was approved, 4-0.

The meeting recessed at 8:35 p.m.

The meeting reconvened at 8:47 p.m.

Motion by Crooks, seconded by Brown to return to regular session with no action taken.

Motion was approved, 4-0.

Mayor Roberts announced that he would like to form a task committee, and members will be Council member Longanecker, Council member Brown and staff members Beth Linn and Kenny Cook. This committee will be for the "growth area" planning. The meetings for this committee will start in mid January and finish before the election in April.

14. EXECUTIVE SESSION

Motion by Brown, seconded by Longanecker, to consider recessing for thirty minutes into executive session pursuant to K.S.A. 75-4319 (b)(2) for consultation with an attorney deemed privileged in the attorney-client relationship to include bond counsel and city administrator.

The motion was approved, 4-0.

The meeting recessed at 8:52 p.m.

The meeting reconvened at 9:23 p.m.

Motion by Crooks, seconded by Brown, to return to regular session with no action taken.

The motion was approved, 4-0.

Motion by Crooks, seconded by Troutner, to return back into executive session under the same criteria for twenty minutes.

The motion was approved, 4-0.

The meeting recessed at 9:25 p.m.

The meeting reconvened at 9:45 p.m.

Motion by Crooks, seconded by Brown, to return to regular session with no action taken.

The motion was approved, 4-0.

Motion by Brown, seconded by Crooks, to adjourn.

The motion was approved, 4-0.

Meeting adjourned at 9:50 pm.

Janeice L. Rawles, CMC
City Clerk

Approved by the Governing Body on

CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255
Edgerton, Kansas 66021
(913) 893-6231

APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

Glyn R Powers the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 3.39 acres.

2014 REAL ESTATE TAX STATEMENT

Owner	Property No.	Bill No.	Tax District	Situs Address
POWERS, GLYN R.	BF211512-4001	11140022357	0556	1606 W 8TH ST
POWERS, JANICE E.				
Class	Land Assessed Value	Improvement Value	Legal Description	
R	2,743	11,367	12-15-21 BG SE CR SE1/4 W 871.20' N 169.13' E 871.20' S 169.18' TO POB 3.39 ACS M/L EDC 129	
KUPN 0462111204001006000				

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 3

Description of animal (one per acre): Donkey, goat

Number of Fowls: 15

Description of fowls (five per acre): Ducks, chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

[Signature]
Signature of applicant

11-22-14
Date

1606 W. 8th St.
Address of applicant

913-238-9539
Phone number

Application Approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255
Edgerton, Kansas 66021
(913) 893-6231

APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

Darius Crist the owner, keeper, lessee, occupant or person in
charge of the following described property in the City of Edgerton, Kansas containing
5 acres.

Address and Legal Description of Property (long legal's may be attached)

510 W. Braun St. Edgerton. Ks 66021

7-15-22 B6 467' N x 373' E SW CR SW 1/4 E 559.5' x
S 233.5' EX (3 AC)

7-15-22 B6 559.5' E SW CR SW 1/4 E 373' x N 233.5'
(1.74 AC)

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 5 Description of animal (one per acre): COWS

Number of Fowls: _____ Description of fowls (five per acre): _____

I agree to abide by all rules and regulations of the City of Edgerton concerning the
keeping of animals and fowls.

Darius Crist
Signature of applicant

11/26/14
Date

510 W. Braun St. Edgerton Ks 66021 913-963-6346
Address of applicant Phone number

Application Approved this _____ day of _____, _____ by the
Governing Body of the City of Edgerton

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255
Edgerton, Kansas 66021
(913) 893-6231

APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

H.M. DAMET & B.K. DAMET the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 3.5 acres.

Address and Legal Description of Property (long legal's may be attached)

Southwest corner of 56th way & Edgerton Road
202 West 8th

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 2 Description of animal (one per acre): Horses

Number of Fowls: 12 Description of fowls (five per acre): Ducks, Geese, chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

[Signature]
Signature of applicant

20 Nov 14
Date

202 West 8th
Address of applicant

913 915 5552
Phone number

Application Approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255
Edgerton, Kansas 66021
(913) 893-6231

APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

Jarold + Sharon Owens the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 10.1 acres.

Address and Legal Description of Property (long legal's may be attached)

410 W BRAUN - Legal Attached

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 10 Description of animal (one per acre): Horses + Cows

Number of Fowls: _____ Description of fowls (five per acre): _____

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

[Signature]
Signature of applicant

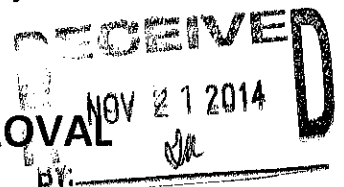
11-21-14
Date

410 W BRAUN
Address of applicant

913 893 9762
Phone number

Application Approved this _____ day of _____, _____ by the
Governing Body of the City of Edgerton

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL



Kansas Uniform Parcel Number:

046-203-07-0-30-10-059.00-0

Property Address:

000000 NS EDGERTON KS

Legal Description:

7-15-22 BG 932.5' E & 233.5' NSW CR
SW1/4 N 557.5' X E 330.74' EX MINERAL
RIGHTS 4.24 ACS M/L EDC
339 5

Quick Reference Number:

R2200

Kansas Uniform Parcel Number:

046-203-07-0-30-10-058.00-0

Property Address:

000410 W BRAUN ST EDGERTON KS

Legal Description:

7-15-22 PT SW1/4 BG 932.5' E SW COR
SW1/4 E 330.74' X N 233.5' EX MINERAL
RIGHTS 1.77 ACS M/L EDC
339 4

Quick Reference Number:

R2199

Kansas Uniform Parcel Number:

046-203-07-0-30-10-060.00-0

Property Address:

000000 NS EDGERTON KS

Legal Description:

7-15-22 BG NE CR SW1/4 SW1/4 W336.49'
X S 531.27' EX MINERAL RIGHTS 4.10 ACS
M/L EDC 339 6 1

Quick Reference Number:

R2203

CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255
Edgerton, Kansas 66021
(913) 893-6231

APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

Marrin Vail the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 6 acres.

Address and Legal Description of Property (long legal's may be attached)

1405 W. 8th Street
Edgerton, KS 66021

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 4 Description of animal (one per acre): Mini Horses

Number of Fowls: _____ Description of fowls (five per acre): _____

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

[Signature]
Signature of applicant

11/19/14
Date

1405 W. 8th St. Edgerton, KS 66021
Address of applicant

913.893-6461
Phone number

Application Approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

RECEIVED
NOV 24 2014
BY: JR

CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255
Edgerton, Kansas 66021
(913) 893-6231

APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

Michael Mabrey the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 4.5 acres.

Address and Legal Description of Property (long legal's may be attached)

12-15-21 B6 1125.19' E SW CR SE 1/4 E 198.69' N 98.43 W
198-76' S (Abb.) 98.38' TO POB 4.5 ACS MAP EDC 129 1 B

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 4 Description of animal (one per acre): Cows / Goats

Number of Fowls: 22 Description of fowls (five per acre): Chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

[Signature]
Signature of applicant

11-20-14
Date

1200 W Brown
Address of applicant

913-807-3571
Phone number

Application Approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255
Edgerton, Kansas 66021
(913) 893-6231

APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

Drew Young the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 5+ acres.

Address and Legal Description of Property (long legal's may be attached)

ON file 306 W. 8th St

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 2 Description of animal (one per acre): 1 horse
1 mini horse

Number of Fowls: _____ Description of fowls (five per acre): _____

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

[Signature]
Signature of applicant

12/08/14
Date

Address of applicant

Phone number

Application Approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Renewal of a Cereal Malt Beverage License application for 2015

Department: Administration

Background/Description of Item: Application for the following business has met the necessary requirements for issuance of cereal malt beverage license and recommended for approval by staff. License fees are established in 3-109 of the Edgerton Code in the amount of \$35.00 for retail. A separate stamp fee of \$25.00 for the State of Kansas has been collected.

The application and recommendations are available for review in the City Clerk's Office.

License	Name	Address
120266	AJIT Corporation	101 East Morgan

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

Recommendation: Approve Renewal of a Cereal Malt Beverage License for AJIT Corporation at 101 East Morgan for 2015

Funding Source: N/A

Prepared by: Beth Linn, City Administrator

Date: December 8, 2014

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Approval of Resolution No. 12-11-14A Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Cause Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas

Department: Administration

Background/Description of Item: Each year the City of Edgerton requests that the financial statements and financial reports of the City of Edgerton for the year ending December 31st be prepared in compliance with the Cash Basis and Budget Laws of the State of Kansas and requests waiver of the requirements of K. S. A. 75-1120a (a).

K.S.A. 75-1120a (a) is the uniform system of fiscal procedure, accounting and reporting for municipalities; it requires the use of generally accepted accounting principles. The governing body can, by resolution, each year make a finding that the financial statements and financial reports prepared in conformity with the requirements of GAAP are of no significant value to the governing body or members of the general public of the municipality. The governing body can then request a waiver from the Director of Accounts and Reports to prepare the City's financial statement on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

Another requirement to receive the waiver; the City of Edgerton may not have any bond ordinances or other ordinances or resolutions which require financial statements or reports to be prepared in conformity with K.S.A. 75-1120a (a). The City of Edgerton currently does not have any such ordinances or resolutions.

Enclosure: Draft Resolution 12-11-14A

Related Ordinance(s) or Statute(s): K.S.A. 75-1120a

Recommendation: Approve Resolution 12-11-14A Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causes Such Reports to Be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 2, 2014

RESOLUTION NO. 12-11-14A

A RESOLUTION WAIVING THE CITY'S COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES FOR FINANCIAL REPORTING AND CAUSES SUCH REPORTS TO BE PREPARED IN COMPLIANCE WITH THE CASH BASIS AND BUDGET LAWS OF THE STATE OF KANSAS

WHEREAS, the City of Edgerton, Kansas, prepares its financial statements and financial reports for the year ended December 31, 2014 to be prepared in conformity with the cash basis and budget laws of this state and

WHEREAS, K.S.A. 75-1120a (a) requires the financial statements be prepared in conformity with generally accepted accounting principles and

WHEREAS, K.S.A. 75-1120a (a) the governing body, by resolution, annually shall make a finding that financial statements and financial reports prepared in conformity with the requirements of subsection (a) are not relevant to the requirements of the cash-basis and budget laws of this state and are of no significant value to the governing body or members of the general public of the municipality.

WHEREAS, there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K. S. A. 75-1120a (a) for the year ended December 31, 2014.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Edgerton, Kansas, in regular meeting duly assembled requests that the Director of Accounts and Reports waive the requirements of K. S. A. 75-1120a (a) as they apply to the City of Edgerton, Kansas for the year ended December 31, 2014.

BE IT FURTHER RESOLVED that the Governing Body shall cause the financial statements and financial reports of the City of Edgerton to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11TH DAY OF DECEMBER, 2014.

ATTEST:

CITY OF EDGERTON, KANSAS

Janeice Rawles, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Approval of Resolution No. 12-11-14B Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility

Department: Administration

Background/Description of Item: On December 12, 2009, the City of Edgerton approved an agreement with the Board of Directors for the Johnson County Library for the use of the Bank of Knowledge as a library facility for the citizens of Edgerton. The full length of the agreement is five years.

Due to Kansas cash basis laws the agreement must be renewed each year by the Governing Body. This resolution renews the agreement for January 1, 2015 to December 31, 2015. The agreement remains the same as 2014 including the fees. City Attorney has reviewed and approved the agreement.

Enclosure: Resolution 12-11-14B

Facility Use and Maintenance Agreement with Board of Directors of the Johnson County Library

Related Ordinance(s) or Statute(s):

Recommendation: Approve Resolution No. 12-11-14B Renewing an Existing Facility Use And Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility

Funding Source: N/A

Prepared by: Beth Linn, City Administrator

Date: December 2, 2014

RESOLUTION NO. 12-11-14B

A RESOLUTION RENEWING AN EXISTING FACILITY USE AND MAINTENANCE AGREEMENT FOR THE BANK OF KNOWLEDGE OWNED BY THE CITY OF EDGERTON, KANSAS, PURSUANT TO SECTION SIX OF THE AGREEMENT AUTHORIZED BY RESOLUTION NO. 12-10-09D, AND FURTHER AUTHORIZING ITS USE BY THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY AS A LIBRARY FACILITY FOR THE CITIZENS OF THE CITY OF EDGERTON, KANSAS

WHEREAS, the Governing Body understands the importance of providing a library and its resources to citizens; and

WHEREAS, libraries are excellent opportunities within the community for cultural and intellectual development; and

WHEREAS, knowledge is the foundation for our democratic society; and

WHEREAS, the Johnson County Library has greatly benefited the citizens in City of Edgerton since its inception in the Bank of Knowledge; and

WHEREAS, the Governing Body wishes to continue its relationship with the Johnson County Library so as to continue to provide library services and functions for the betterment and well-being of the community.

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

Section 1. Agreement. The Facility Use and Maintenance Agreement, attached as **Exhibit A**, as approved by Resolution No. 12-10-09D, by and between the BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY and the CITY OF EDGERTON, KANSAS shall be hereby renewed for a year ending December 31, 2015.

Section 2. Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the aforementioned Agreement.

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

[END OF PAGE]

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11th DAY OF DECEMBER, 2014.

ATTEST:

CITY OF EDGERTON, KANSAS

Janeice Rawles, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

EXHIBIT A

Facility Use and Maintenance Agreement with Board of Directors of the Johnson County Library

(the “Agreement”)

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this 11th day of December, 2014, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library. The parties agree as follows:

SECTION ONE: The City's Agreement to Make a Facility Available for a Branch Library. The City has renovated the former Edgerton Bank building (hereinafter "the Facility") and desires to enter into a Use and Maintenance Agreement (hereinafter "the Agreement") authorizing JCL to use an agreed area of the Facility (hereinafter the "Library Site") for the purposes of establishing and maintaining a public library.

SECTION TWO: JCL's Agreement to Maintain a Branch Library at the Facility. JCL and the Board of County Commissioners of Johnson County, Kansas, have approved the establishment and maintenance of a branch facility of the Johnson County Library at the Facility, and JCL desires to establish and maintain a public library at the Library Site.

SECTION THREE: CITY'S RESPONSIBILITIES

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall, at its sole expense, prepare the Facility and the Library Site for use by JCL. The City warrants that the Facility and the Library Site will be completed in a manner that assures that the Facility and the Library Site will be in compliance with all federal, state, county, and city laws and building and zoning codes, and that the City will, at its sole expense, bring the Facility or Library Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.
2. Signage. The City agrees that JCL shall be permitted to place appropriate signs on the exterior of the Facility identifying the library, subject to City zoning and building codes.
3. Maintenance of the Facility. The City agrees that it will, at its sole expense, maintain the grounds and sidewalk surrounding the Facility; mow the grass; assure snow and ice removal from parking and sidewalk areas around the Facility; maintain all electrical, plumbing, mechanical, and heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Facility in a manner that makes the Facility safe and free of hazards for use by JCL patrons; arrange for pest and insect control; and arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by JCL patrons and the citizens of Edgerton.
4. Security. The City acknowledges that JCL will have to take steps to secure the Library Site and to safeguard JCL materials used in the operation of the public library at the Library Site. The City agrees all such security measures are the sole prerogative of JCL.

SECTION FOUR: JCL'S RESPONSIBILITIES

1. Agreement to Use the Library Site. JCL agrees to establish and maintain a public library at the Library Site of the Facility. The parties agree that library services, selection of materials, and establishment of hours of service are the sole prerogative of JCL.
2. Library Operations. During the term of this Agreement, JCL shall operate the hours of the library as determined by JCL with no prior approval from the City. The City, however, may recommend changes to the operational hours of the library, and JCL agrees to reasonably consider such recommendations.
3. Usage of Facilities for City Functions. JCL agrees to allow the City to use the Facility for City functions upon reasonable notice, as may be required when City Hall is not otherwise available for use and the Facility is not otherwise reserved for use by another party during regular library hours of service.
4. Usage and Maintenance Fee. JCL agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of \$500.00 per month. The Fee shall be paid monthly by the first day of the each month.
5. Maintenance of Library Site and Payment of Utilities. JCL agrees to maintain and keep in good repair the Library Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Library Site and to make all payments due for utilities used for the Library Site.

SECTION FIVE: FAILURE TO MAKE REPAIRS

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

SECTION SIX: TERM

The term of this Agreement shall be five years beginning January 1, 2010 through December 31, 2015, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

SECTION SEVEN: INSURANCE AND HOLD HARMLESS

1. City's Insurance. The City agrees to maintain commercial general liability insurance for the Facility in the amount of at least \$500,000 per occurrence.
2. JCL's Insurance. JCL agrees to maintain commercial general liability insurance for the Facility in the amount of at least \$500,000 per occurrence.

3. Hold Harmless. Each party agrees to protect, defend, indemnify and hold the party, the Board of County Commissioners of Johnson County, Kansas and their officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of its error, omission or negligent act.
4. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.
5. Kansas Tort Claims Act. Nothing herein shall be construed as either the City or JCL waiving the immunities and liability limitations afforded to them by the Kansas Tort Claims Act.

IN WITNESS WHEREOF, the parties have set their hands this 11th day of December, 2014.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON
COUNTY LIBRARY

Donald Roberts, Mayor

Chair

ATTEST:

ATTEST:

Janeice Rawles, City Clerk

Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Approval of a Resolution No. 12-11-14C Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas

Department: Administration

Background/Description of Item: Each year in which territory has been added or excluded from the city the City of Edgerton adopts a resolution declaring the boundaries of the city as required by K.S.A. 12-517.

Exhibit A, is being prepared by the City Engineer, entitled "Boundary Description of the City of Edgerton, Johnson County, Kansas" to describe and depict the legal boundaries of the city. As described in the resolution, the City Clerk will file, pursuant to K.S.A. 12-518, certified copies of this Resolution with the Johnson County Clerk, the Johnson County Election Commissioner, the Johnson County Register of Deeds, and the Kansas State Transportation Engineer.

Exhibit A has not been finalized at time of publication of the packet. Final Exhibit A will be distributed at City Council meeting on December 11, 2014.

Enclosure: Resolution 12-11-14C (excluding Exhibit A)

Related Ordinance(s) or Statute(s): K.S.A. 12-517

Recommendation: Approve a Resolution No. 12-11-14C Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 8, 2014

RESOLUTION NO. 12-11-14C

RESOLUTION DECLARING THE BOUNDARIES OF THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS

WHEREAS, the Governing Body is required under K.S.A. 12-517 to declare by Resolution the entire boundary of the City in any year in which territory has been added to or excluded from the City.

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

Section 1. Declaration of Boundary. The Governing Body of the City hereby finds and determines that the boundaries of the City of Edgerton, Johnson County, Kansas as of December 31, 2014 are as described and depicted in the attached "Exhibit A" entitled "Boundary Description of the City of Edgerton, Johnson County, Kansas."

Section 2. Filing of Certified Copies. The Governing Body hereby directs and instructs the City Clerk to file, pursuant to K.S.A. 12-518, certified copies of this Resolution with the Johnson County Clerk, the Johnson County Election Commissioner, the Johnson County Register of Deeds, and the Kansas State Transportation Engineer.

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11th DAY OF DECEMBER 2014.

ATTEST:

CITY OF EDGERTON, KANSAS

Janeice Rawles, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Approval of a One-Year Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton Community Building/City Hall for 2015

Department: Administration

Background/Description of Item: Since February 2012, the City of Edgerton has contracted with Clements Cleaning Service to provide janitorial services for the Edgerton Community Building/City Hall. Clements Cleaning Service continues to provide excellent service and therefore, staff would recommend approval of a one-year extension as allowed by the contract.

The cost of the monthly service is \$435 with an additional \$100 to remove old wax and re-wax floor in the community room. This cost of this contract extension was allocated as part of the 2015 annual budget process.

The scope of work includes the cleaning and janitorial services necessary to maintain Edgerton Community Hall and City Offices in a clean and orderly condition in accordance with general commercial practices as listed below.

Weekly tasks include:

- Vacuum carpeted floors
- Dry mopped and/or sweep linoleum floors.
- Clean/dust all window sills, furniture, kitchen counters, table tops and similar horizontal surfaces
- Empty wastebaskets and recycle bins.
- Restrooms
- Wet mop floors
- Clean sinks, toilets and mirrors.
- Replenish toilet tissue and paper towels. Toilet tissue and paper towels supplied by the City.
- Clean water fountains
- Clean entrance doors and office window glass.
- Damp mop linoleum
- Remove soiled areas and spots from the carpet and upholstered chairs

Quarterly/annual task as needed

- Scrub and wax linoleum floors. Remove old wax and apply new wax (liquid water-emulsion wax only)
- Dust and/or clean tops of doors, cabinets, baseboards, exposed pipes, etc.
- Dust and remove spots from walls , woodwork
- Vacuum carpets with heavy duty carpet cleaner

Enclosure: Contract with Clements Cleaning Service

Related Ordinance(s) or Statute(s):

Recommendation: Approve a One-Year Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton Community Building/City Hall for 2015

Funding Source: General – Facilities – Building/Ground Maintenance

Prepared by: Beth Linn, City Administrator
Date: December 2, 2014

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of February, 2012, by and between the City of Edgerton, Kansas, a Kansas municipal corporation, hereinafter referred to as "City", and Stephanie Clements with Clements Cleaning Service, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, City desires to employ the services of Contractor, as an independent contractor, to provide janitorial services (hereinafter "Services") to the Community Building of the City; and

WHEREAS, said Contractor desires to accept employment as an independent contractor for Edgerton, Johnson County, Kansas, subject to all the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

SECTION ONE-DUTIES; SCOPE

The City hereby agrees to employ Contractor, as an independent contractor and not an employee, to provide Services for the City's Community Building located at 404 E. Nelson Street, Edgerton, KS 66021 as provided herein. The Services to be furnished under this agreement shall consist of all cleaning and janitorial services necessary to maintain the Community Building and City offices in a clean and orderly condition in accordance with general commercial practices.

The total area shall consist of lobby, City Administrator Office, City Administrator Conference Room, Administrative Staff Offices and File Room, Community Hall with Kitchen and Men's and Women's Restroom.

The Services required by this Agreement shall be performed in a manner acceptable to management. The Services covered by this Agreement shall be performed one (1) day per week, on a day determined by the Contractor, except as otherwise provided herein, at such times and in such manner as not to interfere with office operations and rentals of the Community Building as directed by the City Administrator, or designee.

All materials and equipment, including tools, required for the performance of this Agreement shall be furnished by the Contractor.

The following Services shall be provided on a weekly basis:

- a) Vacuum carpeted floors
- b) Dry mop and/or sweep linoleum floors
- c) Clean/dust all window sills, furniture, kitchen counters, table tops and similar horizontal surfaces
- d) Empty wastebaskets and recycle bins. All trash and recycling shall be placed in designated containers.
- e) Restrooms –
- f) Wet mop floors
- g) Clean sinks, toilets and mirrors.
- h) Replenish toilet tissue and paper towels. Toilet tissue and paper towels supplied by the City.
- i) Clean water fountains
- j) Clean entrance doors and office window glass.
- k) Damp mop linoleum
- l) Remove soiled areas and spots from the carpet and upholstered chairs

The following Services shall be provided on an as-needed basis:

- a) Scrub and wax linoleum floors. Remove old wax and apply new wax (liquid water-emulsion wax only)
- b) Dust and/or clean tops of doors, cabinets, baseboards, exposed pipes, etc.
- c) Dust and remove spots from walls, woodwork
- d) Vacuum carpets with heavy duty carpet cleaner

SECTION TWO - TERM

This Agreement will become effective following approval by the City Council and shall terminate on December 31, 2012. The contract may be terminated at the end of the contract term unless the City and Contractor have mutually agreed upon an extension no later than sixty days (60) prior to the expiration date. All subsequent contract extensions, if any, shall be in increments of one (1) year.

The City or the Contractor may terminate the Contract upon thirty (30) days written notice of termination prior to the date either party wishes to terminate.

SECTION THREE- COMPENSATION

City agrees to pay Contractor at the rate of Four Hundred Thirty-Five Dollars (\$435) per month for services rendered pursuant to this Agreement. An additional compensation of One Hundred Dollars (\$100) per incident will be paid for removing old wax and applying new wax to the floor in the Community Room. Contractor shall prepare and present a monthly invoice to the City setting forth time spent performing duties pursuant to this Agreement. Said invoice shall not include time spent by Contractor traveling to and from the Community Building. City agrees to process payment provided by Contractor for services rendered during the month at the second Council meeting of each month and mail said payment on the first business day following the Council meeting, such payment being mailed to Contractor at an address that the Contractor shall provide to the City.

SECTION FOUR- GENERAL PROVISIONS

The text herein shall constitute the entire agreement between the parties. This Agreement shall become effective upon execution by Contractor and execution by the Mayor after approval by the City Council. Contractor shall be paid at the monthly rate for any services performed prior to this Agreement becoming effective.

SECTION FIVE- CHOICE OF LAW

This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas and any action to enforce this Agreement shall be brought in the Johnson County District Court.

SECTION SIX- MODIFICATION

This Agreement cannot be modified or changed by any verbal statement, promise or agreement and no modification, change nor amendment, shall be binding on the parties unless it shall have been agreed to in writing.

IN WITNESS WHEREOF, the parties set their hands the day and year first above shown.

CLEMENTS CLEANING SERVICE:

CITY OF EDGERTON, KANSAS

Stephanie Clements
Stephanie Clements

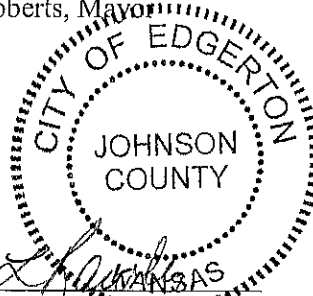
By: Donald Roberts
Donald Roberts, Mayor

APPROVED AS TO FORM:

Patrick G. Reavey
Patrick G. Reavey, City Attorney

ATTEST:

Janeice Rawles
Janeice Rawles, Interim City Clerk



AGENDA ITEM INFORMATION FORM

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

Department: Administration

Background/Description of Item: Historically, the City of Edgerton has thanked its long-term employees for their years of service with a longevity bonus at year-end. The bonus has been awarded based on \$1.50 per month of employment with the City. Using this methodology, annual bonuses would total \$2118.50 and would range from \$50 to \$568.50. Employees who have not worked for the City for at least thirty-three months and part-time employees would receive a minimum \$50 bonus. The City of Edgerton Personnel Rules and Regulations state "Annual longevity pay may be given at the discretion of the Governing Body."

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

Recommendation: Approve Year-End Longevity Bonus for Employees

Funding Sources: General - General Government – Salaries; General – Streets – Salaries; Water – Distribution – Salaries; Sewer – Treatment Plant - Salaries

Prepared by: Beth Linn, City Administrator

Date: December 8, 2014

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 985 Amending Article 5, Section 23 and Article 19, Section 200 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2014, which was Incorporated by Ordinance No. 978

Department: Administration

Background/Description of Item: Annually, the League of Kansas Municipalities (LKM) prepares and publishes the code known as the Standard Traffic Ordinance (STO) for Kansas Cities. The City of Edgerton has been notified by LKM errors have been discovered in the 2014 STO. LKM provided a sample ordinance to correct these errors. City Attorney has reviewed and approved the draft ordinance.

Enclosure: Cover Letter from LKM
 Draft Ordinance No. 985

Related Ordinance(s) or Statute(s): Edgerton City Code Chapter XIV

Recommendation: Approve Ordinance No. 985 Amending Article 5, Section 23 and Article 19, Section 200 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2014, which was Incorporated by Ordinance No. 978

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 2, 2014



300 SW 8th Avenue, Ste. 100
Topeka, KS 66603-3951
P: (785) 354-9565
F: (785) 354-4186
www.lkm.org

November 3, 2014

Dear LKM Member:

Last week we mailed a sample ordinance to correct two errors in the 2014 *Standard Traffic Ordinance* for Kansas Cities. Unfortunately, after the mailing, we discovered an error in the sample ordinance. Please destroy the sample ordinance you received and refer to the one provided in this letter. As we noted in our previous letter, it is the League's opinion that the errors the sample ordinance corrects should not cause issues with prosecution, however, we would feel remiss if we did not inform our members. We recommend talking with your city attorney to determine the best route your city should take.

I sincerely apologize for the confusion and errors. Please do not hesitate to contact me with your concerns. I may be reached at (785)354-8565 or naiken@lkm.org.

Sincerely,

Nicole Proulx Aiken
Legal Counsel
League of Kansas Municipalities

Enclosure

NOV 04 2014
BY: JA

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 5, SECTION 23 AND ARTICLE 19, SECTION 200 OF THE *STANDARD TRAFFIC ORDINANCE* FOR KANSAS CITIES, EDITION OF 2014, WHICH WAS INCORPORATED BY ORDINANCE NO. 910.

BE IT ORDAINED by the Governing Body of the City of Edgerton, Kansas:

Section 1: Article 5, Section 23 of the *Standard Traffic Ordinance* for Kansas Cities, Edition of 2014, which was incorporated by Ordinance No. _____, is amended to read as follows:

Sec. 23. Accident Involving Death or Personal Injuries; Penalties.

- (a) The driver of any vehicle involved in an accident resulting in injury to, great bodily harm to or death of any person or damage to any attended vehicle or property shall immediately stop such vehicle at the scene of such accident, or as close thereto as possible, but shall then immediately return to and in every event shall remain at the scene of the accident until the driver has fulfilled the requirements of Section 25.
- (b) A person who violates subsection (a) when an accident results in:
 - (1) Total property damages of less than \$1,000 shall be punished as provided in Section 201.
 - (2) Injury to any person or total property damages in excess of \$1,000 or more shall be punished by imprisonment for not more than one year or by a fine of not more than \$2,500, or by both such fine and imprisonment.
- (c) The driver shall comply with the provisions of section 26.1.
(K.S.A. Supp. 8-1602)

Section 2: Article 19, Section 200 of the *Standard Traffic Ordinance* for Kansas Cities, Edition of 2014, which was incorporated by Ordinance No. _____, is amended to read as follows:

Sec. 200. Motor Vehicle Liability Insurance.

- (a) Every owner shall provide motor vehicle liability insurance coverage in accordance with the provisions of the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, *et seq.*, for every motor vehicle owned by such person, unless such motor vehicle: (1) Is included under an approved self-insurance plan as provided in K.S.A. 40-3104(f); (2) is used as a driver training motor vehicle, as defined in K.S.A. 72-5015, and amendments thereto, in an approved driver training course by a school district or an accredited nonpublic school under an agreement with a motor vehicle dealer, and such motor vehicle liability insurance coverage is provided by the school district or accredited nonpublic school; (3) is included under a qualified plan of self-insurance approved by an agency of the state in which such motor vehicle is registered and the form prescribed in subsection (b) of K.S.A. 40-3106, and amendments thereto, has been filed; or (4) is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (b) An owner of an uninsured motor vehicle shall not permit the operation thereof upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.

- (c) No person shall knowingly drive an uninsured motor vehicle upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (d) (1) Any person operating a motor vehicle upon a highway or upon property open to use by the public shall display, upon demand, evidence of financial security to a law enforcement officer. Such evidence of financial security which meets the requirements of subsection (e) may be displayed on a cellular phone or any other type of portable electronic device. The law enforcement officer to whom such evidence of financial security is displayed shall view only such evidence of financial responsibility. Such law enforcement officer shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. The law enforcement officer shall issue a citation to any person who fails to display evidence of financial security upon such demand. The law enforcement officer shall transmit a copy of the insurance verification form prescribed by the secretary of revenue with the copy of the citation transmitted to court.

(2) No citation shall be issued to any person for failure to provide proof of financial security when evidence of financial security meeting the standards of subsection (e) is displayed upon demand of a law enforcement officer. Whenever the authenticity of such evidence is questionable, the law enforcement officer may initiate the preparation of the insurance verification form prescribed by the secretary of revenue by recording information from the evidence of financial security displayed. The officer shall immediately forward the form to the department of revenue, and the department shall proceed with verification in the manner prescribed in the following paragraph. Upon return of a form indicating that insurance was not in force on the date indicated on the form, the department shall immediately forward a copy of the form to the law enforcement officer initiating preparation of the form.
- (e) Unless the insurance company subsequently submits an insurance verification form indicating that insurance was not in force, no person charged with violating subsections (b), (c) or (d) shall be convicted if such person produces in court, within 10 days of the date of arrest or of issuance of the citation, evidence of financial security for the motor vehicle operated, which was valid at the time of arrest or of issuance of the citation. Such evidence of financial security may be produced by displaying such information on a cellular phone or any other type of portable electronic device. Any person to whom such evidence of financial security is displayed on a cellular phone or any other type of portable electronic device shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. For the purpose of this subsection, evidence of financial security shall be provided by a policy of motor vehicle liability insurance, an identification card or certificate of insurance issued to the policyholder by the insurer which provides the name of the insurer, the policy number, make and year of the vehicle, and the effective and expiration dates of the policy, or a certificate of self-insurance signed by the commissioner of insurance.
- (f) Any person violating any provision of this section shall be guilty of a violation of this ordinance and subject to a fine of not less than \$300 nor more than \$1,000 or by imprisonment for a term of not more than six months, or both such fine and imprisonment, except that any person convicted of violating any provision of this section within three years

of any such prior conviction shall be guilty of a violation of this ordinance and subject to a fine of not less than \$800 nor more than \$2,500 or by imprisonment for a term not to exceed one year, or both such fine and imprisonment. (K.S.A. Supp. 40-3104)

Section 3: This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the (Council)(Commission) the ____ day of _____, 2014.

(APPROVED)(SIGNED) by the Mayor this ____ day of _____, 2014.

Mayor

Attest:

City Clerk

(Seal)

AGENDA ITEM INFORMATION FORM

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

Department: Administration

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

Please find enclosed a draft agreement to continue that arrangement for 2015. The agreement is the same as 2014. It was previously reviewed and approved by the City Attorney and the President of the Edgerton Historic Society (EHS).

The Agreement states the City will make a facility available for the Edgerton Community Museum in the former home located at 406 East Nelson and desires to enter into a Use and Maintenance Agreement authorizing EHS to use an agreed area of the Museum.

The agreement details each entity's responsibility. Those details are listed below.

CITY RESPONSIBILITIES

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall prepare the Museum Site for use by EHS. The City assures that the Facility and the Museum Site will be in compliance with all federal, state, county, and city laws and building and zoning codes, and that the City will bring the Facility or Museum Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.
2. Signage. The City agrees that EHS shall be permitted to place appropriate signs on the exterior of the Facility identifying the museum, subject to City zoning and building codes.
3. Maintenance of the Facility. The City agrees that it will maintain the grounds and sidewalk surrounding the Facility; mow the grass; assure snow and ice removal from parking and sidewalk areas around the Facility (not including the porch); maintain all electrical, plumbing, mechanical, and heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Museum in a manner that makes the Facility safe and free of hazards for use by EHS patrons; arrange for pest and insect control; and arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by EHS patrons and the citizens of Edgerton.
4. Security. The City acknowledges that EHS will have to take steps to secure the Museum Site and to safeguard EHS materials used in the operation of the public community museum at the Museum Site. The City agrees all such security measures are the sole prerogative of EHS.

EHS RESPONSIBILITIES

1. Agreement to Use the Museum Site. EHS agrees to establish and maintain a public community museum at the Museum Site of the Facility. The parties agree that museum services, selection of materials, and establishment of days of operation and hours of service are the sole prerogative of EHS.

2. Museum Operations. EHS shall operate the hours of the museum as determined by EHS with no prior approval from the City. The City, however, may recommend changes to the operational hours of the museum, and EHS agrees to reasonably consider such recommendations.
3. Usage of Facilities for City Functions. EHS agrees to allow the City to use the Facility for City functions upon reasonable notice, as may be required when City Hall is not otherwise available for use and the Facility is not otherwise reserved for use by another party during regular museum hours of service.
4. Usage and Maintenance Fee. The agreement contemplates that EHS would agree to pay the city a monthly Usage and Maintenance Fee. Staff did not recommend an amount due to concerns expressed by the Historic Society regarding the organization's ability to finance that monthly fee. In 2014, City Council set the fee at \$1. For 2015, City Council may determine an appropriate amount, if any, an interest it into the agreement prior to approving the agreement.
5. Maintenance of Museum Site and Payment of Utilities. EHS agrees to maintain and keep in good repair the Museum Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Museum Site. The City will be responsible to make all payments due for utilities used for the Museum Site.

The draft agreement is valid for one year beginning January 1, 2015 through December 31, 2015. Either party may elect not to renew the agreement with two months prior notice.

Additionally, the Historic Society presented to City Council a list of projects/suggested improvements to the museum building. Staff will provide City Council with a report of those projects and cost estimates for consideration at the December 11, 2014 meeting.

Enclosure: Draft Facility Use and Maintenance Agreement

Related Ordinance(s) or Statute(s):

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

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 8, 2014

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this 11th day of December, 2014, by and between the City of Edgerton (the City) and the Board of Directors of the Edgerton Historic Society (EHS). The parties agree as follows:

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

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

SECTION THREE: CITY'S RESPONSIBILITIES

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall, at its sole expense, prepare the Facility and the Museum Site for use by EHS. The City warrants that the Facility and the Museum Site will be completed in a manner that assures that the Facility and the Museum Site will be in compliance with all federal, state, county, and city laws and building and zoning codes, and that the City will, at its sole expense, bring the Facility or Museum Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.
2. Signage. The City agrees that EHS shall be permitted to place appropriate signs on the exterior of the Facility or on the property identifying the museum, subject to City zoning and building codes.
3. Maintenance of the Facility. The City agrees that it will, at its sole expense, maintain the grounds and sidewalk surrounding the Facility; mow the grass; assure snow and ice removal from parking and sidewalk areas around the Facility (not including the porch); maintain all electrical, plumbing, mechanical, and heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Facility in a manner that makes the Facility safe and free of hazards for use by EHS patrons; arrange for pest and insect control; and arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by EHS patrons and the citizens of Edgerton. The City may enter the Museum at any time to inspect and/or verify building structure and/or systems are functioning properly.
4. Security. The City acknowledges that EHS will have to take steps to secure the Museum Site and to safeguard EHS materials used in the operation of the public community museum at the Museum Site. The City agrees all such security measures are the sole prerogative of EHS. The

City will control the locks for entrance into the building including providing a key for use by EHS and changing the locks as necessary.

5. Utilities. The City will be responsible to make all payments due for utilities used for the Museum Site.

SECTION FOUR: EHS'S RESPONSIBILITIES

1. Agreement to Use the Museum Site. EHS agrees to establish and maintain a public community museum at the Museum Site of the Facility. The parties agree that museum services, selection of materials, and establishment of days of operation and hours of service are the sole prerogative of EHS.
2. Museum Operations. During the term of this Agreement, EHS shall operate the hours of the museum as determined by EHS with no prior approval from the City. The City, however, may recommend changes to the operational hours of the museum, and EHS agrees to reasonably consider such recommendations.
3. Usage of Facilities for City Functions. EHS agrees to allow the City to use the Facility for City functions upon reasonable notice, as may be required when City Hall is not otherwise available for use and the Facility is not otherwise reserved for use by another party.
4. Usage and Maintenance Fee. EHS agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of \$_____ per year. The Fee shall be paid annually by the first day of the year.
5. Maintenance of Museum Site and Payment of Utilities. EHS agrees to maintain and keep in good repair the Museum Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Museum Site.
6. Use of Property. EHS may place historical artifacts on the surrounding grounds with permission from the City.

SECTION FIVE: FAILURE TO MAKE REPAIRS

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

SECTION SIX: TERM

The term of this Agreement shall be one year beginning January 1, 2015 through December 31, 2015, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party two months prior written notice of its intent not to renew.

SECTION SEVEN: INSURANCE AND HOLD HARMLESS

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

IN WITNESS WHEREOF, the parties have set their hands this 11th day of December, 2014.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE
EDGERTON HISTORIC SOCIETY

Donald Roberts, Mayor

Chair

ATTEST:

ATTEST:

Janeice Rawles, City Clerk

Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider an Agreement with the Johnson County Sheriff's Department for the Provision of Law Enforcement Services for Fiscal Year 2015 and Authorize the Mayor to Execute the Agreement

Department: Administration

Background/Description of Item: Currently the City of Edgerton contracts with the Johnson County Sheriff's Office to provide law enforcement services to the citizens of Edgerton. The Johnson County Sheriff's Office is preparing an agreement to continue this service for January 1 through December 31, 2015. With that agreement, the County, through the Sheriff's Office, will agree to provide police protection within the corporate limits of the City and the Edgerton district. The services for 2015 are identical as previous years and include law enforcement duties customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City. The County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain these services.

The level of service shall be the same as 2014. The agreement will state that generally the level of service shall be the same that is provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district on a full-time basis, twenty-four (24) hours a day. A fully-manned patrol car shall ordinarily be stationed in the Edgerton district and an additional fully-manned patrol car or patrol cars shall be available as needed from adjacent districts. The Edgerton district shall have the following boundaries: the Johnson County line on the west and south; 159th Street on the north; and the extension of Homestead Lane on the east.

The City shall provide the Sheriff with sufficient advance notice of community events that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic, or that may result in increased levels of law enforcement services to appropriately police the event. Additional costs for services shall be paid as allowed by the Agreement.

The City shall provide (a) An attorney serving as municipal judge; (b) An attorney to prosecute all contested cases; and (c) A designated, qualified court clerk to supervise the court docket and take responsibility for all court records. If the City fails to meet the above-mentioned standards, it is agreed that City ordinances will not be enforced by the Sheriff.

The term of the agreement is January 1, 2015 through December 31, 2015.

The annual cost of the contract increased by 1.33% from 2014 for a total of \$259,633. This amount was discussed during the annual budget process in 2014 and was included in the approved Fiscal Year 2015 Annual Budget. Staff anticipates the Agreement will state that in the event the City alters or extends its boundaries and/or requests a second unit to provide service hereunder, then the cost of performing all services covered by this Agreement may be renegotiated. In 2013, the City requested that the Sheriff's Office prepare a cost estimate for a dedicated car within the city limits of Edgerton. Staff has enclosed that information again as a reference. The approved 2015 budget includes \$265,000 for contracted law enforcement services from the Sheriff's Office. The approved 2015 does not include the dedicated shift in Edgerton as estimated by the Sheriff's Office.

If the Sheriff's Office incurs overtime expenses for the purpose of providing officers to appear as witnesses to testify in the City's Municipal Court or for special events, such overtime expenses shall be

billed as an additional cost provided that overtime shall not exceed \$5,000 during the term of this Agreement.

If the Sheriff's Office incurs average fuel costs that exceed the average price per gallon of \$2.99 used at the time of calculating the annual cost of the Agreement, a surcharge shall be billed to the City as an additional cost as a variable quarterly fuel adjustment based on the average of actual fuel costs incurred for the most recent calendar quarter.

City Attorney has reviewed and approved the enclosed agreement

Enclosure: Draft Agreement with Johnson County Sheriff's Office
City of Edgerton Estimate of 2015 Patrol Costs
Estimate of Cost for Power Shift

Related Ordinance(s) or Statute(s): K.S.A. 12-2908, K.S.A. 12-2909

Recommendation: Approve an Agreement with the Johnson County Sheriff's Department for the Provision of Law Enforcement Services for Fiscal Year 2015 and Authorize the Mayor to Execute the Agreement

Funding Source: General Government – Law Enforcement – Contract Law Enforcement

Prepared by: Beth Linn, City Administrator
Date: December 2, 2014

**AGREEMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES
FOR THE CITY OF EDGERTON, KANSAS
PERFORMED BY THE SHERIFF OF JOHNSON COUNTY, KANSAS**

This Agreement is made and entered into this _____ day of _____, 20____, by and among the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as the "County," and the City of Edgerton, Kansas, hereinafter referred to as the "City," and the Sheriff of Johnson County, Kansas, hereinafter referred to as "Sheriff."

WITNESSETH:

WHEREAS, the City desires to contract with the County for the provision of law enforcement services to be performed by the Sheriff; and

WHEREAS, the parties hereto have determined that such contracts are authorized and provided for under the provisions of K.S.A. 12-2908 et seq., as amended; and

WHEREAS, the governing body of the City did authorize its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 20____; and

WHEREAS, the governing body of the County did authorize its Chairman to execute this Agreement by official vote of said body on the _____ day of _____, 20____; and

WHEREAS, pursuant to the provisions of K.S.A. 12-2909 the Sheriff has approved the making of this contract.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. Police Protection. The County, through the Sheriff, agrees to provide police protection within the corporate limits of the City and the hereinafter described Edgerton district of which the City is encompassed to the extent and in the manner set forth in this Agreement.

2. Scope of Services. Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type being within the jurisdiction of and customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City.

3. Level and Area of Services. Except as otherwise herein provided, the level of service shall be that same basic level of service that is and shall be, during the term of this Agreement, provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district on a full-time basis, twenty-four (24) hours a day. It is understood and agreed that a fully-manned patrol car shall ordinarily be stationed in the Edgerton district and that an additional fully-manned patrol car or patrol cars

shall be available as needed from adjacent districts. The Edgerton district shall have the following boundaries:

The Johnson County line on the
west and south; 159th Street on
the north; and the extension of
Homestead Lane on the east.

4. Control of Services. The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County. In the event of dispute between the City and County as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the City and County.

5. Enforcement. Such services shall include the enforcement of State statutes and City ordinances, except as set forth in paragraph 7 of this Agreement.

6. Community Event Planning. The City shall provide the Sheriff with sufficient advance notice of community events that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic, or that may result in increased levels of law enforcement services to appropriately police the event. Upon receiving such notice, the Sheriff or his designee shall confer with the City to determine what law enforcement services may be required for an event, shall assist the city in processing any special event permits for an event, and shall provide the agreed upon law enforcement services for an event. Additional costs for services shall be paid as allowed under Paragraph 18 of this Agreement.

7. Responsibility of City. To facilitate the performance of the services and functions by the Sheriff under this Agreement, it is hereby agreed that the County shall have full cooperation and assistance from the City, its officials, agents, and employees. In addition, the City agrees to provide a municipal court system with the following standards:

- (a) An attorney serving as municipal judge;
- (b) An attorney to prosecute all contested cases; and
- (c) A designated, qualified court clerk to supervise the court docket and take responsibility for all court records.

If the City fails to meet the above-mentioned standards, it is agreed that City ordinances will not be enforced by the Sheriff.

8. Responsibility of County. To facilitate the performance of the services and functions by the Sheriff under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of service to be rendered hereunder.

9. Law Enforcement Headquarters. When and if both parties hereto concur as to the necessity of maintaining a law enforcement headquarters within the City that would not normally be provided by the Sheriff, the City shall furnish, at its own cost and expense, all necessary office space together with utilities. All furniture and furnishings, office supplies, and telephone services shall be furnished by the County. It is expressly further understood that, in the event such local office is maintained in the City, such quarters may be used by the Sheriff in connection with the performance of his or her duties in the territory outside of the City and adjacent thereto, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

10. County Employees. All County personnel so employed in the performance of such services and functions for the City under this Agreement shall be County employees, and no such person so employed shall be entitled to receive any City pension or any status or right of City employment.

11. Commissioned City Police Officers. Subject to the provisions of paragraph 10 and for the purpose of effectively performing such services and functions as are within the scope of this Agreement and for the purpose of giving official status to the performance thereof, every officer of the Sheriff's Office engaged in performing any such service and function within the scope of this Agreement shall be deemed to have the powers of municipal police officers of the City while performing such service for the City. Such officers of the Sheriff's Office shall be commissioned as City police officers for purposes of this Agreement.

12. Limitation of City's Liability. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County or Sheriff personnel performing services hereunder for the City, or any liability other than that provided for in this Agreement. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County or Sheriff's officer or employee for injury or sickness arising out of his or her employment. The County shall defend, indemnify, and hold harmless the City from any claims or demands asserted against the City for acts or omissions by the Sheriff or County, or their officers or employees, in performing the services set forth herein.

13. Limitation of County's Liability. The Sheriff or County, their officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of the City or of any official or any employee thereof.

14. Effective Date. Unless terminated earlier as provided for herein, this Agreement shall be effective for the period of January 1, 2015 through December 31, 2015. At the option of the City, with the consent of the County and the Sheriff, this Agreement shall be renewed for successive periods of not to exceed one year each. In the event the Sheriff fails to approve in writing such renewal within thirty (30) days of its submission to the Sheriff, this Agreement shall be null and void.

15. Renewal. In the event the City desires to renew this Agreement for any succeeding period, the mayor of the City, not later than two (2) months preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not

later than thirty (30) days prior to the expiration date of this Agreement, shall notify the City of its willingness to accept such renewal for an additional one-year period or such other term as may be deemed advisable; provided, that should the mayor of the City notify the Sheriff of the City's desire to renew this Agreement at a date later than two (2) months preceding the expiration date of this Agreement, the Sheriff, not later than thirty (30) days following receipt of the City's intent to renew, shall notify the City of its willingness to accept such renewal for an additional one-year period or such other term as may be deemed advisable, and this Agreement shall not otherwise terminate at the end of the Agreement period until the provisions of this section governing renewal have been satisfied or said Agreement is otherwise terminated in accordance with paragraph 16; provided further, that should for any reason the parties hereto fail to renew this Agreement in the manner set forth hereinabove, the Sheriff, unless otherwise notified to the contrary in writing by the City, shall have the authority to continue to provide such police protection consistent with the terms and provisions of this Agreement and to the extent and in the manner hereinbefore set forth for an extended period not to exceed sixty (60) days following termination date of this Agreement for purposes of allowing the parties to negotiate a new Agreement.

16. Termination. Notwithstanding the provisions of the paragraph hereinbefore set forth, either the County or the City may terminate this Agreement as of the first day of any month of any year upon notice in writing to the other party if not less than one (1) calendar month prior to the date of such termination.

17. Cost. The City agrees to pay the County, subject to the limitations of paragraph 20, the amount of Two Hundred Fifty-Four Thousand Two Hundred Eighteen Dollars (\$254,218) as the costs of performing all services covered by this Agreement; provided, that if the cost of providing the service under this Agreement changes, the City shall be notified of each such change in writing; provided, further, that in the event the City alters or extends its boundaries and/or requests a second unit to provide service hereunder, then the cost of performing all services covered by this Agreement may be renegotiated and mutually agreed upon, by supplemental writing, by and between the Sheriff and City. "Cost" as used herein shall not include items of expense attributable to service or facilities normally provided or made available to the entire County as part of the Sheriff's obligation to enforce State law. All monetary considerations paid by the City to the County pursuant to this Agreement shall be expended by the County solely for law enforcement purposes in accordance with K.S.A. 12-2909.

18. Additional Expenses. To the extent that the Sheriff's Office incurs overtime expenses for the purpose of providing officers to appear as witnesses to testify in the City's Municipal Court or for special events, such overtime expenses shall be billed as an additional cost hereunder, provided, however, that overtime hereunder shall not exceed Five Thousand Dollars (\$5,000) during the term of this Agreement. Further, to the extent that the Sheriff's Office incurs average fuel costs that exceed the average price per gallon of \$3.22 used at the time of calculating the Cost stated in paragraph 17 above, a surcharge shall be billed to the City as an additional cost hereunder, which surcharge shall represent a variable quarterly fuel adjustment based on the average of actual fuel costs incurred for the most recent calendar quarter.

19. Payment of Cost. The cost to the City shall be paid out of that portion of the general fund budgeted for police purposes and funded by the general levy of said City or other appropriate means of funding subject to the limitation of paragraph 20.

20. Cash Basis Obligation. Any indebtedness or obligation of the City pursuant to this Agreement shall never exceed the amount of funds actually on hand in the treasury of the City for such purpose. In addition, this Agreement shall be construed to be in compliance with K.S.A. 10-1101 et seq., and any construction contrary to the provisions of the above-mentioned statutes shall make this Agreement null and void. Pursuant to the above terms of this paragraph, the County shall render to the City at the close of each calendar quarter an itemized statement covering all services performed during said quarter, and the City shall pay to the County therefore within twenty (20) days after receipt of such statements.

21. Ownership of Property. Any property acquired by the County for use in carrying out the terms of this Agreement shall be held as the sole and separate property of the County, and upon the termination of this Agreement may be disposed of at the sole discretion of the County.

22. Notice. For the purpose of any notice in writing required herein, any such notice to the County shall be addressed to the Johnson County Sheriff, Johnson County Courthouse, Olathe, Kansas, 66061. Any notice to the City shall be addressed to the City Clerk, City Hall, Edgerton, Kansas 66021.

23. Not Interlocal Agreement. This Agreement, made pursuant to K.S.A. 12-2908 et seq., as amended, shall not be regarded as an Interlocal Agreement under the provisions of K.S.A. 12-2901 et seq. and amendments thereto.

24. Renewal by Amendment. This Agreement may be renewed by reference to this original document, and any amendments thereto may make reference to this original document by paragraph or in total.

25. Agency. Pursuant to K.S.A. 12-2909, the Sheriff shall be assigned responsibility for the enforcement of the City's ordinances, and any officer of the Sheriff is eligible thereunder upon assignment by the Sheriff or his or her designated agent.

26. Severability. It is the intent of the parties hereto in the preparation and execution of this Agreement to avoid a conflict with the applicable laws of the state of Kansas and if any provision herein is found to be in conflict with any state law or is deemed or held to be unconstitutional, invalid or unenforceable, it is the intent of the parties hereto that such provision shall have no force and effect and the remainder of the Agreement shall be valid as though such conflicting, unconstitutional, invalid or unenforceable provision were not contained herein.

27. Entire Agreement. This Agreement represents the entire agreement among the City, County and Sheriff and supersedes all prior agreements, understandings or promises, whether oral or written, among the parties hereto.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed in five (5) counterparts on the day and year first above written.

CITY OF EDGERTON, KANSAS

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey
City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS**

Ed Eilert, Chairman

ATTEST:

Linda Barnes, Interim Clerk of the Board

SHERIFF OF JOHNSON COUNTY, KANSAS:

Frank Denning, Sheriff

APPROVED AS TO FORM:

Nicholas Saldan
Assistant County Counselor

CITY OF EDGERTON
ESTIMATE OF PATROL COSTS

	2015 Est.	
Patrol Deputy Costs:		
Estimated 2013 average salary	\$ 53,602	
KP&F	10,779	
FICA	4,101	
Life Insurance	56	
Liability Insurance	516	
Health Insurance	9,872	
Unemployment Insurance	113	
Workers' Comp Insurance	1,079	
Uniform cleaning	677	
Rounding	-	
Estimated cost per deputy	80,794	
No. of deputies	5	
Cost of 5 deputies to staff patrol district		\$ 403,970
Patrol Vehicle Costs:		
Vehicle	26,956	
Vehicle maintenance & tires	2,400	
Vehicle gasoline	16,900	
Cost of patrol vehicle		46,256
Administrative costs @ 10% of patrol costs		40,397
District operating costs		490,623
City's share of operating costs	51.9%	254,633
Additional overtime allowance		5,000
Total costs to City		\$ 259,633
Prior year's costs to City		\$ 256,213
Percent change		1.33%

Beth Linn

From: Brown, Kent, SHR <Kent.Brown@jocogov.org>
Sent: Wednesday, December 04, 2013 2:51 PM
To: Beth Linn
Cc: Denning, Frank, SHR
Subject: RE: Follow up from meeting

Hi, Beth. Here are the calculations for the cost of a dedicated "Power Shift" for Edgerton. This would be for one 8-hour shift five days a week. Let me know if you have questions or need additional information.

Proposal for Power Shift	2014 Est.
Power Shift Costs:	
1 Deputy, wages + benefits	\$ 79,705
Relief Deputy to cover vacation, sick, tng, etc.	11,956
Vehicle (8 hrs/day, 5 days/wk for 23%)	5,060
Vehicle Maintenance (23%)	496
Vehicle gasoline (23%)	2,429
Uniform cleaning (23%)	110
Total Power Shift costs	<u>\$ 99,756</u>

Kent Brown, CFO
913-715-5506 (office)
913-526-9239 (cell)
kent.brown@jocogov.org

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider a Contract with Candid Marketing for Marketing and Communications Services for Strategic Marketing Services for 2015

Department: Administration

Background/Description of Item: Since December 2012, the City Council has contracted with Candid Marketing and Communications for strategic marketing services. The enclosed contract continues those services for Candid Marketing and Communication to provide a full-service marketing solution for the City of Edgerton for fiscal year 2015.

The scope of work includes an ongoing resident relations and education campaign to further support the brand position with items such as development of an e-newsletter and welcome packet for new residents; a public relations outreach through various media outlets; website support; and trade show marketing materials for our development partners. The Candid team provides comprehensive design services for marketing materials, newsletter, posters, presentations, etc. The Candid team would assist in serving as the city's information portal to provide information regarding all aspects of the city's business. Staff believes this comprehensive solution is a critical component in the successful application of the brand identity.

The cost of the contract is \$3150 per month for a total of \$37,800. This includes an increase of \$150 per month over 2014 based on actual hours dedicated to City of Edgerton. Funding for this item was allocated by the City Council as part of the annual 2015 budget process.

Enclosures: Contract and Scope of Work

Recommendation: Approve a Contract with Candid Marketing for Marketing and Communications Services for Strategic Marketing Services for 2015

Funding Source: General– General Government – Marketing and Advertising

Prepared by: Beth Linn, City Administrator
Date: December 2, 2014



City of Edgerton Scope of Work and Contract: January – December 2015

Thank you for the opportunity to provide this Scope of Work and contract. We are excited about the opportunity to continue to partner with the City of Edgerton to implement a marketing and communications program.

2015 Scope of Work

To continue the momentum of the brand and building of the marketing plan, **candid** will engage with the City of Edgerton as the “in-house” marketing and communications team to provide the following services and support:

- Marketing planning, including marketing plan development
- Strategic consultation and oversight
- One point of contact on the day-to-day activities and one designer dedicated to the City of Edgerton to ensure consistency
- Implementation support for all tasks
- Project management of campaigns and new ideas
- Copywriting and graphic design services for all elements of the marketing programs
- Print production management and proofreading services

Working as an extension of the City of Edgerton team — from planning to concept to implementation — **candid** will provide a full-service, turnkey marketing solution. Understanding that audiences will be communicated and marketed to differently, **candid** will ensure that outreach efforts are informative and relevant to each specific target audience.



Implementation and Integration Support

candid will coordinate and implement all aspects of the communication and outreach activities for the City of Edgerton. This may include, but is not limited to:

- An ongoing resident relations and education campaign that further supports the “global routes. local roots.” brand that might include:
 - Informative, branded e-newsletters for general resident information and Parks and Recreation activities that are printable, emailable and web ready
 - Other ongoing communication that reinforces the brand
 - Media coordination and design for monthly advertisements (print and online) for local, regional and national media
 - Creation of the annual online Consumer Confidence Water Report
 - New resident packet and other resident focused efforts
 - Quarterly Parks and Recreation activity guides
 - Resident services brochures, posters and flyers
- Continue ongoing development of special programs including:
 - Maintenance of development collateral
 - Codes brochures and binders
 - Award submissions
- Public relations outreach
 - Proactive media outreach to local, business and economic development publications (serve as Public Information Officer)
 - Crafting talking points for elected officials
 - Media training for elected officials
- Trade show/conference outreach
 - Banner stands, promotional items and marketing materials including brochures, leave behinds and scrolling power point
 - Create community positioning marketing collateral to complement the Logistics Park Kansas City materials



- Event support
 - Serve as liaison for the City of Edgerton in coordinating groundbreakings, grand openings
 - Develop invitations, secure print bids and deploy email save the dates and invitations
- Other projects as requested

Marketing Development Support

candid will provide comprehensive creative design and copywriting support in developing a "tool box" that supports each marketing and communications activity including, but not limited to:

- Graphic design and creative platform development for:
 - Email blasts
 - Newsletters
 - Direct mail outreach
 - Advertising
 - Web banners
 - Marketing materials
 - Power points
 - Event/trade show materials
 - Economic Development campaign materials
 - Any other communications tools as needed
- Copywriting services for all of the above including:
 - Marketing plan design and support
 - Video storyboarding and scripting
 - Public relations – writing releases and media coordination
 - Advertising placement support
 - Other collateral as needed



candid Implementation Team

Critical to the success of this project will be our ability to contact or meet with the City of Edgerton as necessary to obtain information and have questions answered during the engagement period. We are recommending a bi-monthly status meeting either by phone or in-person.

Becky Freetly-Graber
816.554.3608 ext. 101
becky@justbecandid.com

Contract

THIS AGREEMENT, is made and entered into as of the ____ day of December 2014, by and between *candid*, a Missouri Limited Liability Company having its principal office at 400 SW Longview Blvd. Suite 200, in Lee's Summit, Missouri, and the City of Edgerton, 404 East Nelson in Edgerton, KS 66021

Termination. This agreement may be terminated by either CITY OF EDGERTON or candid by giving 30 days written notice to the respective party. Any and all fees due to candid for work performed will be due by the City of Edgerton within 15 days of the date of the cancellation of contract.

Disclaimers and Indemnifications. CANDID DOES NOT WARRANT, REPRESENT OR GUARANTY THAT ITS SERVICES WILL BE FREE FROM ERROR. NOR DOES CANDID GUARANTY THAT CITY OF EDGERTON's MARKETING PROGRAM WILL BE PROFITABLE OR HAVE SUCCESS IN ITS SALES. candid will not be liable for any loss of profits, loss of use, interruption of business or damages arising out of the services provided to CITY OF EDGERTON.

Confidentiality. candid will not share or disclose financial or proprietary information with any party outside of CITY OF EDGERTON.

Promotion. candid may use the CITY OF EDGERTON name and logo as part of a candid client list, candid promotional and marketing materials



including candid sales packages and news releases. Notwithstanding this paragraph, the City shall own any deliverables or work product created by candid that has been paid for by the City and the same will be transferred to the City for its use as the City deems appropriate.

Payment and Terms. Payment is expected within 30 days of City's receipt of an invoice submitted that details the work candid is seeking payment for. Interest shall accrue for any unpaid balance over fifteen (15) days at the rate of 3% per month. In the event CITY OF EDGERTON is delinquent in paying any invoice, CITY OF EDGERTON shall also be responsible for reimbursing candid for all collection fees, attorney fees, and other related costs of candid necessary to collect payment on such invoices.

This paragraph is only enforceable to the extent it does not violate the Kansas Cash Basis Law. Any scope of work (including postage, printing and other marketing costs) not outlined in this agreement will be handled as a separate project and will require a signed contract before work can be begin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Cost of Services

In order to achieve successful marketing and communication endeavors, **candid is requesting a small annual increase in fee (5%) for \$3,150 per month** which would include up to 30 monthly hours for services as outlined in the scope of work.

Additional hours over the 30 will be estimated, reviewed and approved by the City of Edgerton before work can start and will be invoiced at a discounted rate of \$95 per hour. The contract dates are January - December 2015.

Additional costs outside of the marketing fee may include:

- Printing of marketing materials (costs vary by color, quantity and scope of project)



- Advertising placement costs
- Photography – digital and stock
- Audio/visual fees
- Postage for direct mail efforts or other external communications
- Email blast or invitation subscription fees
- Delivery/courier charges
- Promotional items, awards or event theme accents
- Website development and programming, including trouble shooting, training
- Onsite event or meeting preparation, logistics or A/V support

The fee will be billed in monthly installments, beginning January, 2015, invoiced on the first day of each month for \$3,150 through December 2015. Payment is due within 15 days.

On behalf of the City of Edgerton:

Name/ Title

Date: _____

Signature: _____

On behalf of candid:

Becky Freely-Graber
Partner, candid, LLC

Date: 5.15.14

Signature:

A handwritten signature in black ink, appearing to read "Becky Freely-Graber".

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Approval of a One-Year Contract Extension with The Reflective Group to Provide Information Technology Services

Department: Administration

Background/Description of Item: Since November 2013, the City of Edgerton has contracted with The Reflective Group to provide information technology services. The Reflective Group was selected in 2013 based on a Request for Proposals solicited by the City. The Reflective Group continues to provide excellent service and therefore, staff would recommend approval of a one-year extension as allowed by the contract.

The Reflective Group, based in Baldwin City, is a group of sixteen (16) employees with expertise in user experience, graphic design, cinematography, copywriting, search engine optimization, project management, customer service, software engineering, web hosting, and IT support.

The essential duties and responsibilities of this contract would include:

- Maintain and update network of ten computers; two servers; associated software, etc. at three locations; including, but not limited to ensuring all required operating system and application software updates and security patches are applied at least quarterly. Back-up servers and provide for off-site storage.
- Maintain and update integrated phone system at three locations; maintain software and firmware updates and evaluate existing telecommunication plans and line changes and make recommendations for cost reduction;
- Provide after-hours on-call service for problems or technical difficulties with computer, internet, phone or other technology systems;
- Provide support and technical assistance with website and other internet applications;
- Assist in the development of a technology replacement schedule;
- Inventory existing equipment, analyze productivity, and provide recommendations for replacement;
- Acquire and install IT systems including computer hardware, software and phones;
- Provide guidance and advice to city staff on information technology best practices; and
- Assist the City in the procurement of other related services as needed.

The proposed contract includes the monthly services charge for the above services at \$559 per month (\$6708 annually). The approved 2015 Fiscal Year budget includes the annual cost split between general fund, water and sewer. By agreement, Reflective Group will bill additional hours of service at \$65 per hour, after-hours IT Support will be billed at \$75 per hour. This fee does not include cost for new hardware or software. Purchase of any new hardware, software would be the responsibility of the City. Installation of those items would be billed at the hourly rate.

Enclosure: Agreement with Reflective Group

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

Recommendation: Approve a One-Year Contract Extension with The Reflective Group to Provide Information Technology Services

Funding Source: General Fund – Information Technology – Professional Services

Prepared by: Beth Linn, City Administrator
Date: December 2, 2014



Reflective Group

PO Box 815
Baldwin City, Kansas 66006
Phone: 785.594.5011
Web: reflectivegroup.com

Mike Bosch, Founder & CEO
mike@reflectivegroup.com

October 10th, 2013

City of Edgerton
RFP – Information Technology Services
PO Box 255
404 E Nelson Street
Edgerton, KS 66021

Re: Hiring Reflective Group

City of Edgerton,

Reflective Group submits for your approval the following agreement governing our engagement.

Client. The reference in this contract to “you” is the City of Edgerton for purposes of IT Support, as requested by you.

About Reflective Group

Reflective Group is a digital agency specializing in humanizing brands through digital storytelling and digital product innovation. We're a diverse team of experts in strategy, engineering, and storytelling who are re-inventing technology for small town America.

Vision, Mission, Values

Vision. To Democratize Cloud Technology

Mission. Make Cloud Technology affordable, easy to understand, and strategically applied to better our communities.

Core Values.

- Pursuing technical expertise
- Building trust and community
- Planning for and creating valuable results
- Creating easier and more affordable solutions

Company History – Reflective Group was formed in January of 2011 from two freelance web development companies that realized the industry desperately needed a better model.

The web development ecosystem was broken into three categories: marketing agencies, engineering firms, and freelancers. Each spoke their own language and fiercely competed against one another.

Meanwhile, clients needed a more holistic approach to meet the growing demands of an increasingly tech-savvy community demographic. Freelancers struggled to provide true end-to-end solution capability. The rest of the ecosystem

responded with awkward pairings of one strong company with a weak company. These outsourced partnerships jeopardized quality and capability, providing “unevenly cooked” solutions. Corporate machines arose selling proprietary systems to lock in customers and collect excessive profits.

Reflective Group was founded as an integrated model by merging a freelance marketer, specializing in User Experience and SEO, with a couple of freelance engineers, who specialized in custom software engineering and web hosting. In January of 2012, we acquired a freelance graphic design company and doubled our staff by adding more engineers, designers, IT support, and project management staff. In 2013, we acquired a film & video production company and added more staff including a copywriter and a dedicated contact for sales.

Today, we can proudly say Reflective Group is a group of 16 employees with expertise in user experience, graphic design, cinematography, copywriting, search engine optimization, project management, customer service, software engineering, web hosting, and IT support. Our team is united and we provide the holistic, end-to-end solutions. We all love using our honed expertise to make your technology better reflect you to your target audience.

Uniqueness – We like to call ourselves “geeks with small town values.” “Geeks” refers to our technical expertise whether in technology, creative services, or business management. “Small Town Values” speaks to our passion for the quality of life and community found in small towns.

Direct Points of Contact.

Mark Dunn, IT Support Manager – Mark Dunn is committed to providing people-support to all our tech support clients, and his passion for helping people spreads out into all our IT support operations. Dunn has over 14 years experience in managing large enterprise networks, and now he manages the IT networks of our local clients. Dunn collaborates with our engineering team to envision and generate better, more efficient, and more cost effective ways for businesses and municipalities to manage technology resources.

Richard Falley, IT Support/Webmaster: Richard Falley never settles for second-best when providing cyber security, IT support, or even WordPress updates to our clients. Falley spent 3 years working security in the US Marine Corps for U.S. Embassies in three countries. Currently, Falley is in the last semester in his pursuit of a Bachelor’s degree in Network and Communication Management from DeVry University.

Casey Morford, CTO - Casey Morford is exceptional in his ability to rapidly prototype any kind of technology solution—hardware, software, networking—based on rough conceptual ideas. All of Morford’s solutions to real-world business problems incorporate the principles of affordability, reliability, and scalability. Countless well-respected, experienced engineers seek out Morford’s expertise and assistance in solving their own challenges. Morford holds an MS in Computer Engineering from Virginia Tech.

General Contacts

- | | |
|---|--|
| <ul style="list-style-type: none"> • Michael Crawford
VP of Business Development
(785) 594-5011 x 108
mcrawford@reflectivegroup.com | <ul style="list-style-type: none"> • Caleb Watts
VP of Operations & Finance
(785) 594-5011 x 104
caleb@reflectivegroup.com |
|---|--|

Demonstration of Capabilities

- McFarlane Aviation – Dan McFarlane, General Manager - Managed IT Support
 - Dedicated monthly hours for a variety of IT Support services on two servers and 50 phones including but not limited to troubleshooting, supporting Exchange, SQL Server, SBS 2011, security, hardware purchase & deployment, component level hardware repair, backups, network management, and a host of internal software applications.
- Baldwin City – Brad Smith, Baldwin City Finance Manager – IT Tech Audit

- Reflective Group conducted a comprehensive technical audit of the City of Baldwin City's current technology infrastructure. The scope included: network infrastructure, assets (hardware & software), directory systems as well as physical and network security.

Awards & Accolades.

Baldwin City Chamber's 2013 Horizon Award.

The Horizon Award is given to a new business in Baldwin City that shows promise of future success. Additionally, the candidate must be a positive role model by overcoming adversity through leadership, innovation, involvement in the community, and creating an economic impact.

The Wichita Business Journal

The Wichita Business Journal featured Kanstarter, a Reflective Group project created to help communities crowdfund funding, in-kind donations, and volunteers for community development projects. Although other crowdfunding applications exist, none allowed for in-kind donations and volunteers. Every project supports the Kansas Sampler Foundation, a non-profit specializing in preserving and promoting rural Kansas.

Yahoo! News (via Reuters)

An article by *Reuters* featuring Reflective Group and our work with the Rural by Choice movement was picked on the front page of *Yahoo! News*. Rural by Choice is focused on reversing the 'brain drain' of small rural towns. Reflective Group's inspirational story is a powerful example of the future possibilities of small rural communities.

Baldwin City Signal

The Baldwin City Signal told the behind-the-scenes story of Reflective Group. The article highlights the fact that we could work anywhere but choose to work in a small town. Reflective Group continues to overcome the business challenges of choosing to operate in small rural towns for the sake of raising the quality of life for our employees and our neighbors.

The National Center for Economic Gardening

Economic Gardening is a national program focused on growing second stage companies. Second stage companies have passed the startup stage and are ready for growth. Reflective Group was selected in 2013 as one of three Kansas companies to participate in the Economic Gardening engagement by the Edward Lowe Foundation.

Partnerships

- | | |
|-------------------------|---------------------|
| ✓ Microsoft Partner | ✓ Adobe Partner |
| ✓ Google Apps Partner | ✓ Flowroute Partner |
| ✓ Google Engage Partner | ✓ Apple Developer |
| ✓ Dell Partner | ✓ Aastra Partner |

Scope of Work & Fees. The initial project includes the following list of services and fees, but may be modified at any time for any reason upon mutual agreement.

Tech Audit. (optional)

- For an initial fee of \$5,625, Reflective Group will conduct a comprehensive technology audit. The audit will cover the network, hardware and software, policies and procedures, and security. The audit will include a physical walkthrough of each of the City of Edgerton's properties. During the physical walkthrough, Reflective Group will

make an inventory of technology assets and perform a detailed analysis of the network and assets. The goal of the audit will be to assess current technology status and to create a strategic plan that aligns with the City of Edgerton's comprehensive plans.

Managed IT Support. (2 hrs / wk)

- Roughly 2 hours per week (not including travel time) will be dedicated to the City of Edgerton for a variety of IT Support services including but not limited to troubleshooting, remote support, deployment, security, component-level hardware repair, network management, and a host of internal software applications.
- Additional hours will be billed at the hourly rate and do not include travel if outside "normal" hours.
- All work will be documented and provided to the client to build trust and earn the client's continued business.

Fees. The fees are as follows:

- Managed IT Support (2 hrs / wk) - \$559 per month invoiced in advance.
- Additional IT Support (\$65 per hour) – work is either planned or during M-F 8am-5pm, as needed invoiced after service is rendered on a monthly basis.
- After-Hours IT Support (\$75 per hour) - "After-Hours" is outside "normal" scheduled hours.
 - Travel for on-site emergency billed at 50% of hourly.

Confidentiality. Reflective Group will maintain confidentiality of any electronic data, documents, or personal information accessed by any Reflective Group employees as part of their access or authority to City of Edgerton's computer systems via this Engagement Agreement.

Payment. Invoices are due within 15 days of receipt, and will be sent via email. If an invoice remains unpaid for more than 30 days, Reflective Group may stop performing services until arrangements have been made for payment.

Duration. This agreement is for 12 months. The City of Edgerton may terminate the initial agreement upon a 60-day written notice and full payment of the remaining hours.

After 12 months, this agreement will be renewable up to two additional one-year terms. Reflective Group or the City of Edgerton may terminate the agreement upon a 30-day written notice. If Reflective Group terminates the engagement, Reflective Group will take such steps as are reasonably practicable to protect your interests in the matter.

- Following Termination.
 - Any remaining fees will be invoiced and become due upon receipt. Work will be released to you after payment is received in full.
 - Any nonpublic information you have supplied (which is retained by Reflective Group) will be kept confidential (in accordance with our rules of professional responsibility).
 - Let Reflective Group know if you would like to have any documents returned to you, as otherwise they will be retained based on Reflective Group's records retention process (i.e. such documents may be destroyed after 1 year).

Expenses. Reflective Group will bill you for any additional expenses incurred in performing services for you, *but only with your prior approval.*

Arbitration of Disputes. Any dispute which we may have with regard to Reflective Group's service, including collection of or the amount of our fees and expenses, and any dispute whatsoever which the Client may have with Reflective Group shall be resolved solely by binding arbitration by an individual, who is on an approved list of district court appointed arbitrators, in accordance with the appropriate rules then in effect with the American Arbitration Association and under Kansas substantive law.

Offer. This offer will expire in 60 days from date delivered. Any acceptance after 60 days will require a review of timeline and budget.

Questions. It is important that Reflective Group proceed on a mutually clear and satisfactory basis for you. Reflective Group is open to discussing any issues, including Reflective Group's billing practices and any invoice.

Reflective Group greatly appreciate this opportunity to work with the City of Edgerton!

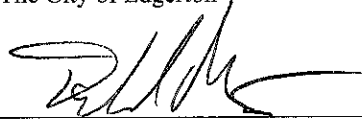
Respectfully,



Reflective Group

ACCEPTED:

The City of Edgerton



AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 986 Adopting a Recommendation By the City Planning Commission to Approve Rezoning of Approximately 138 Acres Of Land [Located Approximately 1,700 Feet South of the Southwest Corner of 191st Street and Waverly Road] In Edgerton, Kansas From Johnson County RUR, Rural Zoning to City of Edgerton L-P Logistics Park Zoning District

Department: Administration

Background/Description of Item: The City of Edgerton received an application RZ-10-08-2014 for rezoning from Patrick Robinson, Edgerton Land Holding Company (ELHC), requesting to rezone approximately 138 acres located approximately 1700 feet south of the southwest corner of 191st Street and Waverly Road from Johnson County RUR to City of Edgerton Logistics Park (L-P) zoning. The property requested to be rezoned was annexed into the City of Edgerton in March 2014. ELHC has requested to rezone the parcel to logistics park district to accommodate additional warehouse space as part of Logistics Park Kansas City.

Johnson County Planning staff, on behalf of the City of Edgerton, reviewed this rezoning application with respect to the Edgerton Comprehensive Plan, Zoning and Subdivision Regulations, and the laws in Kansas, in particular the "Golden Criteria" as established by the Supreme Court of Kansas in 1978. Attached is the staff report including the review of this rezoning based on the Golden Criteria. The Planning Commission held a public hearing on November 4, 2014 regarding this rezoning. The Planning Commission recommended approval of the application with the following stipulations:

1. All Site Plan application requirements of the City shall be met.
2. All infrastructure requirements of the City shall be met.
3. Prior to issuance of building permits, the property shall be developed in accordance with a Site Plan reviewed and approved by the City.

Enclosure: Draft Ordinance No. 986
Staff Report from November 4, 2014 Planning Commission
Application RZ-10-08-2014

Related Ordinance(s) or Statute(s):

Recommendation: Approve Ordinance No. 986 Adopting a Recommendation By the City Planning Commission to Approve Rezoning of Approximately 138 Acres Of Land [Located Approximately 1,700 Feet South of the Southwest Corner of 191st Street and Waverly Road] In Edgerton, Kansas From Johnson County RUR, Rural Zoning to City of Edgerton L-P Logistics Park Zoning District

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 8, 2014

ORDINANCE NO. 986

AN ORDINANCE ADOPTING A RECOMMENDATION BY THE CITY PLANNING COMMISSION TO APPROVE REZONING OF APPROXIMATELY 138 ACRES OF LAND [LOCATED APPROXIMATELY 1,700 FEET SOUTH OF THE SOUTHWEST CORNER OF 191ST STREET AND WAVERLY ROAD] IN EDGERTON, KANSAS FROM JOHNSON COUNTY RUR, RURAL ZONING TO CITY OF EDGERTON L-P LOGISTICS PARK ZONING DISTRICT

WHEREAS, the Planning Commission has recommended that a rezoning request -- from Johnson County RUR, Rural zoning to City of Edgerton L-P Logistics Park -- be approved for approximately 138 acres of land, located approximately 1,700 feet south of the southwest corner of 191st Street and Waverly Road, the legal description of which is set forth below; and

WHEREAS, all newspaper and mailed notifications were performed and a public hearing was properly held before the City Planning Commission.

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

Section 1. That the following legally described property [located approximately 1,700 feet south of the southwest corner of 191st Street and Waverly Road] is hereby rezoned from Johnson County RUR, Rural Zoning to City of Edgerton L-P Logistics Park Zoning District, and City Staff is directed to reflect said rezoning in the City's Official Zoning map and other City records:

Part of Section 3, Township 15, Range 22

Section 2. The above rezoning is expressly conditioned on the following:

- a) All Site Plan application requirements of the City shall be met.
- b) All infrastructure requirements of the City shall be met.
- c) Prior to issuance of building permits, the property shall be developed in accordance with a Site Plan reviewed and approved by the City.

Section 3. That the Governing Body, in making its decision on the rezoning, considered City Staff's comments and recommendations. The Governing Body also based its decision on the following criteria:

- a) The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
- b) Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties.
- c) The extent to which the zoning amendment may detrimentally affect nearby property has been addressed.
- d) The relative gain (if any) to the public health, safety, and welfare from a denial of the rezoning application as compared to the hardship imposed upon the rezoning applicant from such denial.
- e) Consistency with the Comprehensive Plan, Utilities and Facilities Plans, Capital Improvement Plan, Area Plans, ordinances, policies, and applicable City Code of the City of Edgerton.

Section 3. This ordinance shall take effect and be enforced from and after its publication once in the official city newspaper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11th DAY OF DECEMBER, 2014.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

JANEICE RAWLES, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney



EDGERTON
global routes. local roots.

404 East Nelson
Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

STAFF REPORT

October 30, 2014

To: Edgerton Planning Commission
Fr: Beth Linn, City Administrator
Mike Mabrey, City Superintendent/Zoning Administrator
Re: Application RZ-10-08-2014 for rezoning of approximately 138 acres located approximately 1,700 feet to the south of the southwest corner of 191st Street and Waverly Road from RUR, County Rural Zoning District, to L-P, Logistics Park Zoning District

APPLICATION INFORMATION

Applicant/Property Owner: Patrick Robinson, Edgerton Land Holding Company

Requested Action: Rezoning from RUR, County Rural Zoning District, to L-P, Logistics Park Zoning District

Legal Description: Part of Section 3, Township 15, Range 22

Site Address/Location: Approximately 138 acres located approximately 1,700 feet south of the southwest corner of 191st Street and Waverly Road

Existing Land Use: Vacant

Existing Zoning and Uses: County RUR, Rural District zoning

Existing Improvements: None

Site Size: Approximately 138 acres

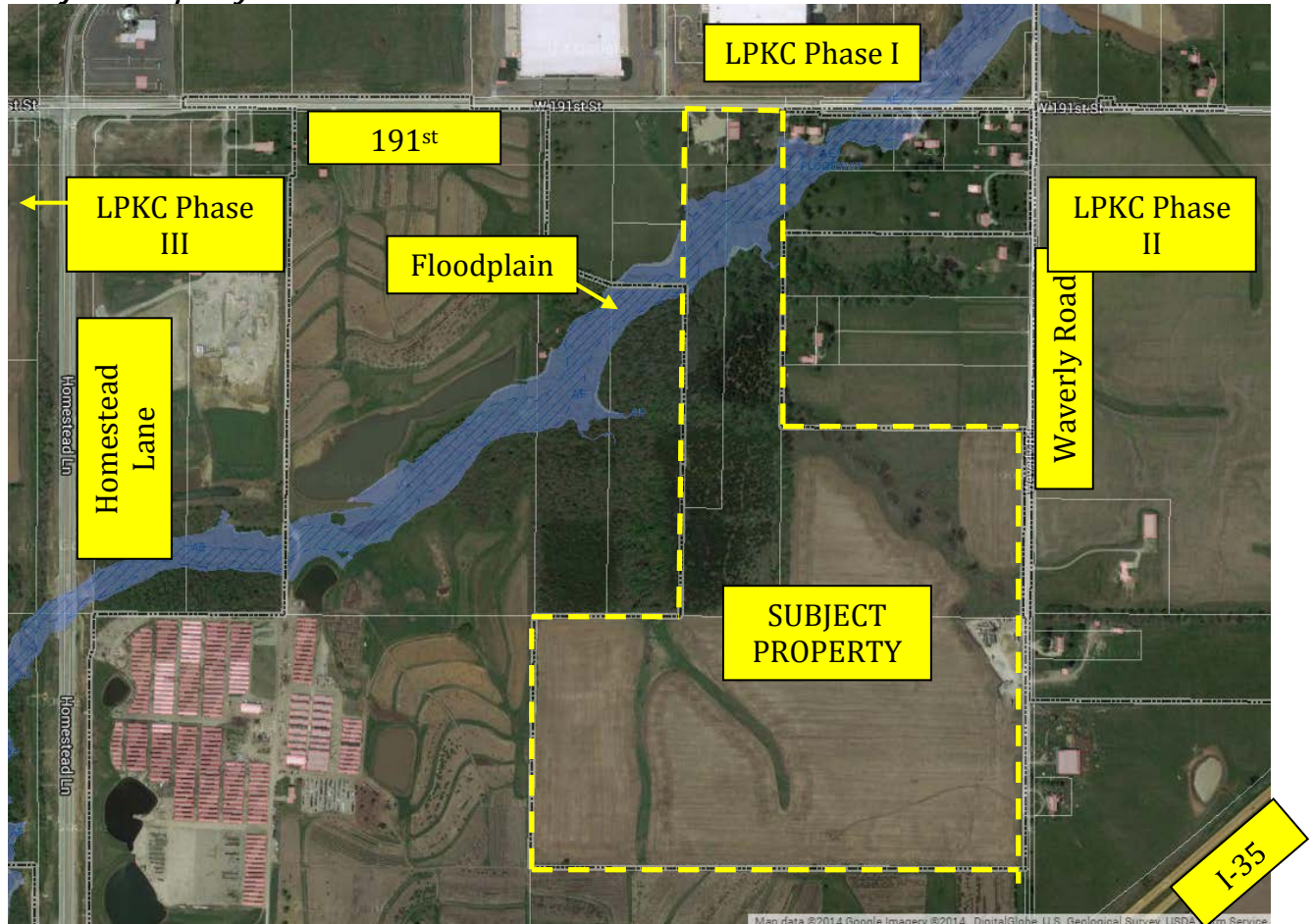
Reason For Rezoning Request: The subject property would be the fourth phase of development of Logistics Park Kansas City, a warehouse development. The requested zoning is L-P, Logistics Park. The City's Unified Development Code (UDC) defines this district as a limited multimodal industrial zone created to support activities related to trade, rail and other transport services.

Background Information

The applicant for this project is BNSF's partner for developing warehousing. The bulk of the subject property is located about 1,700 feet to the south of the southwest corner of 191st Street and Waverly Road. The land included in the fourth phase also has about 548 feet of frontage on 191st Street, located on a narrow tract (proposed Tract A) extending north from

the bulk of the property to 191st Street about 1,300 feet to the west of Waverly Road. The land has 2,300 feet of frontage on Waverly Road (see map below). The property is entirely within the City of Edgerton.

Subject Property



Infrastructure and Services:

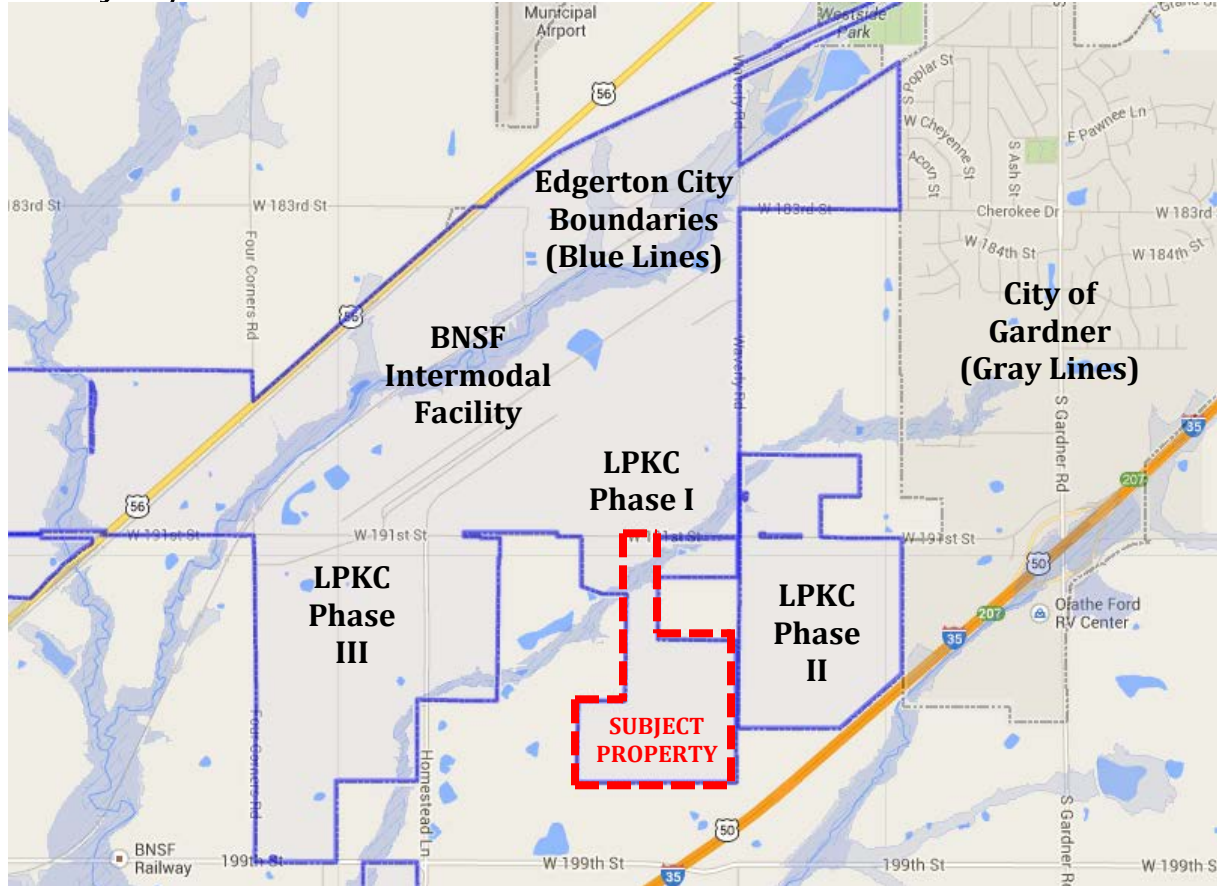
1. Waverly Road is gravel surfaced adjacent to this property and dead-ends on the property adjacent to the south. 191st Street is a 36 foot wide, paved, heavy-haul road. Though Waverly Road is currently gravel, it is planned for future improvement to support intermodal and logistics park traffic. Edgerton Land Holding Company is a party to the tri-party agreement regarding development of Logistics Park Kansas City. That agreement outlines the mechanism for construction and financing of Waverly Road. Proceeding west on 191st Street and south on Homestead Road provides access to Interstate 35.
2. The property is located within the Big Bull Creek watershed, which flows south from 167th Street to the southern edge of the county at Homestead Lane. A stormwater plan should be submitted to the City Engineer prior to development of the property.
3. About 5 acres of Proposed Tract A is located within the FEMA designated flood plain and flood way. This should be shown on the Final Plat and Site plan, in addition to any stream buffer or other requirements of the City stormwater ordinances.
4. The property does not currently have sanitary sewer service.

5. The property is located within the service area of Rural Water District No. 7. A 12-inch water main is located along both the Waverly Road and 191st Street property frontages. A water tower, needed to provide adequate fire flow in the surrounding area, is shown on proposed Lot 3 on the preliminary plat.
6. Police protection is provided by the Johnson County Sheriff's Department under contract with the City of Edgerton. Fire protection is provided by Johnson County Rural Fire District No. 1. A fire station is located in the City of Edgerton, approximately 1.5 miles to the west.

Property Zoning History

The two largest parcels of the subject property were annexed to the City of Edgerton in March of 2014, in anticipation of this development. The smaller, narrow properties were annexed into Edgerton in 2010 in conjunction with the original annexation for the intermodal project. Prior to that, all property was in unincorporated Johnson County and zoned RUR, Rural District.

Vicinity Map



Staff Analysis

Staff has reviewed this rezoning application with respect to the Edgerton Unified Development Code, the laws in Kansas, and the "Golden Criteria" as established by the Supreme Court of Kansas in 1978. The following is staff's review.

1. Need for the Proposed Change. The subject property has County RUR, Rural Zoning, which allows only agricultural, residential, and residential accessory uses. The anticipated uses of the property are warehouse, warehouse accessory uses, and a water tower. The L-P Zoning District is the most compatible designation for these uses.
2. Magnitude of the Change. The existing County zoning is considered a holding designation due to the property's location adjacent to other existing and planned logistics park development. The property is vacant. The magnitude of change is not considered extreme or rare when property is being developed for its planned end use as shown on Edgerton's Future Land Use Map within the Comprehensive Plan (*attached*).
3. Whether or not the change will bring harm to established property rights. The property likely most affected by this proposed zoning is the parcel in residential use adjacent to the east, which has an existing home, located about 145 feet to the east of the proposed eastern industrial zoning boundary. Separate Preliminary and Final Site Plan reviews and approvals are required before building permits can be issued. As part of these Site Plan reviews, with attention to buffering and setbacks, some of the possible harm to the residential use to the east can be mitigated.
4. Effective use of Land. Logistics Park development, at this location, is an effective and efficient use since the property is adjacent to other existing and planned logistics park warehouses and container storage, and the intermodal rail yard facility. Warehousing at this location will concentrate activity near the rail yard facility rather than dispersing it throughout the community.
5. The extent to which there is a need in the community for the uses allowed in the proposed zoning. Placing warehouse facilities near the intermodal rail yard puts an intermediate destination for some of the goods in transit in close proximity to their rail origin, reducing truck traffic in the surrounding area and allowing for more efficient goods distribution.
6. The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space. The BNSF Intermodal Facility and LPKC Phase I are located to the north and LPKC Phase II is located to the east. Cargo container storage facilities are also under development to the northeast. There is a home on rural acreage and farming to the east, vacant land to the northwest, and to the northwest, west, and south, about 280 acres in tree nursery and greenhouse use. Beyond the nursery to the west, across Homestead Lane, is the city approved LPKC Phase III (*See Subject Property photograph above and Vicinity Map below*).

The area is in transition from rural to industrial, with intermodal warehouse

development, extensive road improvements, and the new I-35 interchange at Homestead Lane. The character of the area is changing significantly. The regional parks to the southwest and floodplain areas will generally remain undeveloped, acting as open space, which will help to retain some of the existing rural character of the area.

7. Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties. The proposed zoning is compatible with warehousing and container storage uses to the east, north, and west. At the time of Site Plan review, with the proper attention to buffering and setbacks, stormwater management, and transition of uses, the remaining residential use to the east can be mitigated.
8. Suitability of the uses to which the property has been restricted under its existing zoning. With the construction of the intermodal freight terminal and other logistics park uses to the north, east, and west, the existing County zoning is no longer appropriate for this property. The best use of this property is industrial.
9. Length of time the subject property has remained vacant under the current zoning designation. The property has been held vacant in anticipation of this application since being purchased by the developer. Prior to purchase, the property was in agricultural use in unincorporated Johnson County.
10. The extent to which the zoning amendment may detrimentally affect nearby property. As noted, at the time of Site Plan review, with the proper attention to buffering and setbacks and stormwater management, detrimental effects to the residential use to the east can be mitigated.
11. Consideration of rezoning applications requesting Planned Development Districts (PUD) for multifamily and non-residential uses should include architectural style, building materials, height, structural mass, siting, and lot coverage. This is not a request for a PUD.
12. The availability and adequacy of required utilities and services to serve the uses allowed in the proposed zoning. These utilities and services include, but are not limited to, sanitary and storm sewers, water, electrical and gas service, police and fire protection, schools, parks and recreation facilities and services, and other similar public facilities and services. Waverly Road will need to be improved to a standard that can accommodate the anticipated development of this property. The developer will need to address this improvement prior to or as part of the Site Plan review process. Please see the Preliminary Site Plan review for discussion of street access to proposed warehouse and water tower uses on the south side of this property. Utilities will need to be provided by the developer in conjunction with development of the property.
13. The extent to which the uses allowed in the proposed zoning would adversely affect the capacity or safety of that portion of the road network influenced by the uses, or present parking problems in the vicinity of the property. Waverly Road will be improved to a standard that can accommodate industrial development traffic in the area. On-street parking will not be allowed on either Waverly Road or 191st Street. The

developer will be required to comply with the City's UDC off-street parking requirements as part of the Site Plan review process.

14. The environmental impacts that the uses allowed in the proposed zoning would create (if any) including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm. The City will follow NPDES (stormwater management requirements) guidelines that require the developer to address runoff and water pollution mitigation measures as part of the development of the property. Mitigation of pollution in the form of water, air, noise, light, etc, will be addressed as part of the Site Plan review process.
15. The economic impact on the community from the uses allowed in the proposed zoning. Prior to the development of the BNSF intermodal and logistics park, there were few commercial and industrial uses within the City. Warehousing and related uses allowed in the L-P District have the potential to benefit the residents and community in a positive way by providing jobs and tax revenues.
16. The relative gain (if any) to the public health, safety, and welfare from a denial of the rezoning application as compared to the hardship imposed upon the rezoning applicant from such denial. There would be little gain to the public health, safety and welfare of Edgerton, and the property owner would be denied a use compatible with adjacent development if the zoning is denied. The nearby communities would be adversely impacted due to the lost opportunity for jobs and tax revenue if logistics park uses were to locate in another nearby community.
17. Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton. The Future Land Use Map (*attached*) within the Comprehensive Plan designates the subject property for Industrial development. The proposed rezoning is consistent with the Comprehensive Plan.
18. The recommendation of professional staff. See Recommendation below

Recommendation

City staff recommends **approval** of the proposed rezoning of the subject property from County RUR, Rural District to L-P, City of Edgerton Logistics Park Zoning District, with the following stipulations:

1. All Site Plan application requirements of the City shall be met.
2. All infrastructure requirements of the City shall be met.
3. The property owner shall sign an agreement not to protest the formation of a benefit district for Waverly Road infrastructure improvements prior to Final Site Plan approval.
4. Prior to issuance of building permits, the property shall be developed in accordance with a Site Plan reviewed and approved by the City.

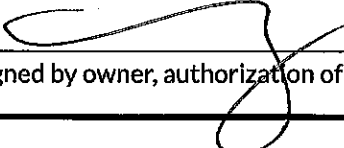
Attachments

City of Edgerton Future Land Use Map
Application for Rezoning No. RZ-10-08-2014

LOCATION OR ADDRESS OF SUBJECT PROPERTY: WEST SIDE WAVERLY RD, 1/2 MILE S. OF 191STPURPOSE FOR REZONING: L-P DEVELOPMENTREQUESTED REZONING CHANGE: FROM RUR TO L-P
(Current Zoning) (Proposed Zoning)LEGAL DESCRIPTION: ATTACHEDCURRENT LAND USE: AGRICULTURALPROPERTY OWNER'S NAME(S): PATRICK ROBINSON PHONE: 816.888.7380COMPANY: EDGERTON LAND HOLDING CO. FAX: 816.888.7399MAILING ADDRESS: 5015 NW CANAL ST. RIVERSIDE MO 64150
Street City State ZipAPPLICANT/AGENTS NAME(S): SAME

PHONE: _____

COMPANY: _____ FAX: _____

MAILING ADDRESS: _____
Street City State ZipENGINEER/ARCHITECT'S NAME(S): DAN COOK PHONE: 913.317.9500COMPANY: RENAISSANCE INFRASTRUCTURE CONSULT. FAX: 816.800.0951MAILING ADDRESS: 5015 NW CANAL ST. RIVERSIDE MO 64150
Street City State ZipSIGNATURE OF OWNER OR AGENT:  NATHANIA HAGOOD
If not signed by owner, authorization of agent must accompany this application.**FOR OFFICE USE ONLY**Case No.: RZ- 10-08-2014 Amount of Fee Paid: \$ 250.00 Date Fee Paid: 10/14/14.Received By: _____ Date of Hearing: 11/4/14.**REZONING INSTRUCTIONS**

CERTIFIED LETTERS: The applicant will be responsible for mailing notices (see attached Property Owner Notification Letter) of the public hearing for the requested rezoning by certified mail, return receipt requested, to all owners of land within the notification area: two hundred (200) feet within the city limit, one thousand (1,000) feet in the unincorporated area of the subject property. These notices must be sent a minimum of twenty (20) days prior to the public hearing. Information regarding ownership

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 987 Adopting the Planning Commission's Recommendation To Approve A Conditional Use Permit To Allow Use Of Land, In The C-2 Heavy Commercial District Generally Located At 20080 Homestead Lane In Edgerton, Kansas, for Construction and Maintenance of a Billboard Sign

Department: Administration

Background/Description of Item: The City has received application CU-10-08-2014 requesting a conditional use permit to locate a billboard sign at 20080 Homestead Lane in Edgerton, Kansas from Jeffrey and Jennifer Thorp (Owner) and Tim Gates (Agent).

Johnson County Planning staff, on behalf of the City of Edgerton, reviewed this conditional use permit application with respect to the City of Edgerton Unified Development Code (UDC). Please find enclosed with this packet the Staff Report prepared for the Planning Commission meeting on November 4, 2013.

In order to recommend approval or disapproval of a proposed conditional use permit (CUP), the Planning Commission and Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, Section 7.1 (C) of Article 7 of the UDC states that the Planning Commission and Governing Body may consider all factors they deem relevant to the questions of compatibility and the best interest of the City. The analysis of these factors is detailed in the attached staff report.

The Planning Commission held a public hearing on November 4, 2014 regarding this conditional use permit application. The Planning Commission recommended approval of the conditional use permit application with the following stipulations:

1. All Sign application requirements of the City shall be met.
2. Application and construction plans must be in compliance with all applicable building codes.
3. Sign must be kept in good repair in accordance with the City of Edgerton Unified Development Code.
4. Prior to issuance of a building permit for the construction of the billboard sign, Property Owner must construct a buffer that is agreed to by the owners of the property now owned by the Coles, all as agreed to during the annexation process.
5. Any major modifications to the billboard sign [as defined by City Staff] would require a new or amended conditional use permit.
6. Conditional Use Permit will be subject to review in one year.
7. Conditional Use Permit will be valid for no more than five years, and applicant understands that the granting of the application does not create any vested property right that the billboard can remain on the property.
8. That the billboard not depict or describe sexual conduct as defined by applicable Kansas law.

City Attorney drafted Ordinance No. 987 to be compliant with existing law on very limited exception to prohibition of City regulating signs by content. If City Council desires to approve the conditional use permit, City Attorney has indicated that the ordinance would need to be approved by 2/3 majority.

Enclosure: Draft Ordinance No. 987

Staff Report from November 4, 2014, 2013 Planning Commission
Application

Related Ordinance(s) or Statute(s):

Recommendation: Approve Ordinance No. 987 Adopting The Planning Commission's Recommendation To Approve A Conditional Use Permit To Allow Use Of Land, In The C-2 Heavy Commercial District Generally Located At 20080 Homestead Lane In Edgerton, Kansas, for Construction and Maintenance of a Billboard Sign

Funding Source: N/A

Prepared by: Beth Linn, City Administrator

Date: December 8, 2014

ORDINANCE NO. 987

AN ORDINANCE ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A CONDITIONAL USE PERMIT TO ALLOW USE OF LAND, IN THE C-2 HEAVY COMMERCIAL DISTRICT GENERALLY LOCATED AT 20080 HOMESTEAD LANE IN EDGERTON, KANSAS, FOR CONSTRUCTION AND MAINTENANCE OF A BILLBOARD SIGN

WHEREAS, the Edgerton Planning Commission did hold a public hearing in accordance with the requirements as set forth in Section 5.3.C. of the Edgerton Zoning Ordinance to consider the Conditional Use Permit for use of a billboard sign on the real property described in Section One below; and

WHEREAS, after reviewing all written and oral testimony presented at said hearing, the Planning Commission did recommend that the City Council approve the Conditional Use Permit; and

WHEREAS, the City Council, after reviewing the Conditional Use Permit and considering the criteria set forth in Section 7.1 of Article 7 of the City Zoning Regulations and the recommendations of the Planning Commission, finds the Conditional Use Permit should be approved.

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

Section 1. The proposed Conditional Use Permit for use of the following land for a billboard is hereby approved:

The East One-Third (1/3) of Northeast Quarter (NE Y,) excluding 1.66 acres in Highway of Section 9, Township 15, Range 22

(Address and general location: 20080 Homestead Lane, Edgerton, Kansas; southwest corner of 199th Street and Homestead Lane)

Section 2. The Conditional Use Permit approved by this Ordinance is expressly conditioned on the following:

1. All Sign application requirements of the City shall be met.
2. Application and construction plans must be in compliance with all applicable building codes.
3. Sign must be kept in good repair in accordance with the City of Edgerton Unified Development Code.

4. Prior to issuance of a building permit for the construction of the billboard sign, Property Owner must construct a buffer that is agreed to by the owners of the property now owned by the Coles, all as agreed to during the annexation process.
5. Any major modifications to the billboard sign [as defined by City Staff] would require a new or amended conditional use permit.
6. Conditional Use Permit will be subject to review in one year.
7. Conditional Use Permit will be valid for no more than five years, and applicant understands that the granting of the application does not create any vested property right that the billboard can remain on the property.
8. That the billboard not depict or describe sexual conduct as defined by applicable Kansas law.

Section 3. The effectiveness of this Conditional Use Permit is conditioned upon the strict compliance by the applicant with the provisions contained herein and in the City of Edgerton Zoning Regulations. Should applicant fail to comply with any term or provision thereof and shall such failure continue following notice from City to applicant specifying the breach and actions to be taken to cure the same, then, at the direction of the City Administrator, applicant will be notified that this Conditional Use Permit is revoked and all uses permitted herein on the Property must immediately cease. Reinstatement following default may only be effected by action of the Governing Body. Wholly separate and apart from the specific conditions of the City's Zoning Regulations are the City's interest and duties to protect the public health, safety and welfare. Applicant agrees that this Ordinance shall not operate or be construed to impede or impair the lawful function of City government operation in this area.

Section 4. This ordinance shall take effect and be enforced from and after its publication once in the official city newspaper. All Zoning and Regulations of Edgerton, Kansas, affecting the use of the real property heretofore described which are inconsistent with this ordinance are hereby made inapplicable to said property until the Conditional Use Permit is vacated or is declared null and void.

PASSED by the Governing Body of the City of Edgerton, Kansas, by a 2/3 majority and approved by the Mayor on the ____ day of _____, 2014.

Donald Roberts, Mayor

(Seal)

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney



EDGERTON
global routes. local roots.

404 East Nelson
Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

STAFF REPORT

November 3, 2014

To: Edgerton Planning Commission
Fr: Beth Linn, City Administrator
Mike Mabrey, Zoning Administrator
Re: Application CU-10-08-2014 for a Conditional Use Permit for Billboard Sign at 20080 Homestead Lane

APPLICATION INFORMATION

Applicant/Property Owner: Jeffrey and Jennifer Thorp

Agent: Tim Gates, Agnes Gates Realty

Requested Action: Conditional Use Permit for Billboard Sign

Legal Description: The East One-Third (1/3) of Northeast Quarter (NE Y,) excluding 1.66 acres in Highway of Section 9, Township 15, Range 22

Site Address/Location: 20080 Homestead Lane, southwest corner of 199th Street and Homestead Lane

Existing Zoning and Land Uses: City of Edgerton C-2 (Heavy Commercial) on vacant land

Existing Improvements: None

Site Size: Approximately 42.33 acres

Reason For Conditional Use Permit Request: The City of Edgerton has received an application for a Conditional Use Permit (CUP) to locate a billboard sign at 20080 Homestead Lane in Edgerton, Kansas.

Background Information

The subject property, 20080 Homestead Lane, is located on the southwest corner of 199th Street and Homestead Lane. The subject property is zoned C-2 Heavy Commercial. Section 12.10 of Article 12 of the City of Edgerton Unified Development Code (UDC) permits the issuance of a sign permit for signs that exceed a total (single face) area of 125 square feet in C-2 (Heavy Commercial) or Industrial districts as a Conditional Use Permit. All billboards shall be a metal monopole type sign.

The applicant has provided a map of the subject property with the location of the sign indicated and schematic of the type of sign to be constructed. This application is identical to an application filed previously in 2013.

STAFF ANALYSIS

Staff has reviewed this conditional use permit application with respect to the Edgerton Unified Development Code. The following is staff's review.

In order to recommend approval or disapproval of a proposed conditional use permit (CUP), the Planning Commission and Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, Section 7.1 (C) of Article 7 of the UDC states that the Planning Commission and Governing Body may consider all factors they deem relevant to the questions of compatibility and the best interest of the City, including the following:

- a. The extent to which there is a need in the community for the proposed use.
The applicant indicates that a billboard sign could direct travelers and commuters to newly developed businesses, coming businesses and properties available. In addition, the applicant believes the sign would be very beneficial to the property and business owners, travelers and commuters and the community as a whole by providing more exposure to the newly developing area. Staff determination: ***Positive***.
- b. The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
The proposed use will be located in an existing C-2 Heavy Commercial District and will be adjacent to Interstate 35. The proposed use is compatible with heavy commercialized zones and the heavily trafficked interstate highway system. There are homes on acreage immediately to the west with others farther to the southwest. Additional surrounding parcels to the north and east are currently being used as rural acreage, farming and/vacant land. If a conditional use permit is approved as requested, a separate site plan would be necessary with the submittal of plans for issuance of a building permit. Based on diversity of surrounding uses, staff is unable to determine if this criteria supports an approval or denial of the application. Staff determination: ***Neutral***.
- c. The nature and intensity of the proposed use and its compatibility with the zoning and uses of nearby properties. Such determination should include the location, nature, and height of structures, walls, fences, and other improvements connected with the proposed use, their relation to adjacent property and uses, and the need for buffering and screening.
According to documentation previously submitted by the applicant, the proposed billboard sign would be 57' tall. The sign face is two-sided with illumination on both sides. The sign face is 14 foot by 48 foot or 672 square feet of sign on each side. Because of the tremendous amount of construction and significant change of both Homestead Lane and Interstate 35, it is difficult to gauge based on the sign location noted on the map provided by the applicant how the elevation of the sign would compare to surrounding parcels. The applicant states that the sign height was recommended by the sign company to allow vehicles traveling south bound on I-35 to

have a line of sight over the interchange, which is common to billboard adjacent to interchanges. Based on diversity of surrounding uses, staff is unable to determine if this criteria supports an approval or denial of the application. Staff determination: ***Neutral.***

d. Suitability of the uses of the property without the proposed conditional use permit.

This property was rezoned to C-2 Heavy Commercial in 2011 in anticipation of the opening of the BNSF Intermodal and Logistics Park KC. In addition, the location of the sign is adjacent to the new Homestead Lane Interchange along Interstate 35. The applicant indicates that the diverging diamond design of the Homestead interchange has pushed the frontage of the subject property a good distance from I-35 decreasing the visibility. Decreasing the visibility provides less time for travelers and commuters to see the property at highways speeds. With this being a new developing area and the property zoned for commercial development which is heavily dependent upon travelers and commuters, the applicant states the visibility and awareness of the businesses and property are essential to its success, especially in the early years of establishing the businesses and area. Based on this information from the applicant, staff understands the request by the property owner for visibility of the sign to reach the patron while still able to exit I-35. Staff determination: ***Positive.***

e. Length of time the subject property has remained vacant without the proposed conditional use permit.

The property has been vacant since being annexed into the City of Edgerton in 2011 and many years prior. However, this criteria presumes that, without the granting of the Conditional Use Permit, the property will remain vacant and not put to its highest and best use. The applicant submits that this billboard will help bring attention to the property, the area and businesses that locate there. The agent stresses importance that the billboard will initially provide awareness to commuters, travelers and potential business owners that the property is available and/or the businesses who locate there are open and ready to serve. The applicant currently has a 7' X 40' semi-trailer sign advertising the property which is somewhat dwarfed by the setback distance, elevation of the interchange/overpass and short timeline commuters and travelers have to see it. The applicant reports this has been mentioned by several prospective tenants for the property while showing them the property and area. Specifically potential tenants are worried about visibility which is essential in the highway service industry, especially when competing with well-established communities and interchanges like those in Gardner and Olathe only a few miles away. Staff determination: ***Positive.***

f. The extent to which the proposed use may detrimentally affect nearby property.

The City's Future Land Use Plan (see attached) designates this area for commercial development. The property is zoned as Heavy Service Commercial. Planned buffering on the subject property agreed to during the annexation process would provide a buffer to the nearby residence. The applicant has agreed to install that buffer prior to construction of the billboard. To address concerns regarding the illumination of the billboard, the applicant has submitted a lighting plan that shows sign meets City standards for spillage of light onto adjacent properties. That plan has been included for your reference. Staff determination: ***Positive.***

- g. The adequacy of ingress and egress to and within the site of the proposed use, traffic flow and control, the adequacy of off-street parking and loading areas, the adequacy of required yard and open space requirements and sign provisions.
A billboard sign does not need frequent ingress or egress from the site so this criteria is inapplicable. The applicant confirms the billboard will be along the edge of the property line as shown in the updated site plan and will not impact the ingress and egress or traffic within the site once developed. Staff determination: **Positive**.
- h. The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water, electrical and gas service, police and fire protection, schools, parks and recreation facilities and services, and other similar public facilities and services.
The proposed billboard would not require sanitary or storm sewer, water or gas utility services. It would not require additional services from police, fire, schools or parks and recreation. The billboard would require electrical service which is available to the site. Staff determination: **Positive**.
- i. The extent to which the proposed use would adversely affect the capacity or safety of that portion of the road network influenced by the proposed use, or present parking problems in the vicinity of the property.
The proposed billboard would not adversely affect the road network or require any parking. Staff determination: **Positive**.
- j. The environmental impacts that the proposed use would create (if any) including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.
Billboards are generally a passive use of land, and consequently do not increase the stormwater run-off from the site. Water, air, and noise pollution will not be added to the environment. To address concerns regarding the illumination of the billboard and excessive nighttime lighting, the applicant has submitted a lighting plan that shows sign meets City standards for spillage of light onto adjacent properties. That plan has been included for your reference. Staff determination: **Positive**.
- k. The economic impact of the proposed use on the community.
Staff is unable to speculate on how, or to what extent, a billboard sign may increase commerce within the City of Edgerton. The applicant states that while the actual dollar economic impact is not easily determined, the ability to promote the property and businesses on it or in the area is very important. The applicant believes the sign will help promote the area similar to promotion of the area by other partners including the City, County, State, BNSF and NorthPoint Development. Staff determination: **Neutral**.
- l. The relative gain (if any) to the public health, safety, and welfare from a denial of the application for conditional use permit as compared to the hardship imposed upon the conditional use applicant from such denial.
This criteria is intended to weigh the benefit to the public from a denial of the application, and how that benefit compares to the hardship on the applicant from such denial. Based on information presented by the applicant regarding the impact to the visibility of the subject property from the construction of the new interchange, staff recognizes the hardship in reaching the targeted consumer travelling southbound on I-

35 in sufficient time to exit the highway. Denial of this application would bring no gain to the public health, safety or welfare but would bring hardship on the applicant due to loss of exposure of the property and future businesses on the subject property. Installation of the buffering along the west edge adjacent to the residential neighborhood would mitigate concerns of impact to the public health, safety and welfare of that resident. Staff determination: *Positive*.

- m. Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton, and the general safety, health, comfort and general welfare of the community.

The Comprehensive Plan has designated the area of the proposed use as a commercial area adjacent to Interstate 35 but does not directly address billboards. Billboard signs are not directly inconsistent with the long-term heavy commercial development along a heavily traveled interstate, and could be viewed as a typical use for such an area. Staff determination: *Positive*.

- n. The recommendation of professional staff.
See Recommendation below.

RECOMMENDATION

City staff recommends **approval** the Conditional Use Permit to allow the construction of a billboard in the C-2 Heavy Commercial District generally located at 20080 Homestead Lane in Edgerton, Kansas with the following conditions:

1. All Sign application requirements of the City shall be met;
2. Application and construction plans must be in compliance with all applicable building codes;
3. Sign must be kept in good repair in accordance with City of Edgerton Unified Development Code;
4. Prior to the issuance of a building permit for the construction of the billboard sign, Property Owner must construct buffer that is agreed to during annexation process;
5. Any major modifications to the billboard sign [as defined by city staff] would require a new or amended conditional use permit;
6. Conditional Use Permit will be subject for review in one year; and
7. Conditional Use Permit will be valid for no more than five years, and applicant understands that the granting of the application does not create any vested property right that the billboard can remain on the property.

Attachments:

Application including Map of Subject Property and Schematic of Proposed Sign

CITY OF EDGERTON, KANSAS
APPLICATION FOR CONDITIONAL USE PERMIT

Please print or type

REQUESTING CONDITIONAL USE PERMIT FOR: Billboard Sign
LOCATION OR ADDRESS OF SUBJECT PROPERTY: 20080 Homestead Lane
Edgerton, KS 66021
LEGAL DESCRIPTION: 9-15-22 E 1/3, NE 1/4 53.33 Acres
Except 1.66 Acres in Highway & 9.22 Acres in Highway.
ZONING ON SUBJECT PROPERTY: C-2 CURRENT LAND USE: Agriculture

PROPERTY OWNER'S NAME(S): Jeffrey & Jennifer Thorp PHONE: 913-710-7924
COMPANY: _____ FAX: _____
MAILING ADDRESS: 23163 Indianapolis Rd Edgerton KS 66021
STREET CITY STATE ZIP
APPLICANT/AGENT'S NAME(S): Tim Gates PHONE: 913-645-3577
COMPANY: Agnes Gates Realty FAX: 1-866-716-6972
MAILING ADDRESS: P.O. Box 4057 OP KS 66204
STREET CITY STATE ZIP
ENGINEER/ARCHITECT'S NAME(S): _____ PHONE: _____
COMPANY: _____ FAX: _____
MAILING ADDRESS: _____
STREET CITY STATE ZIP

SIGNATURE OF OWNER OR AGENT: Tim Gates
If not signed by owner, authorization of agent must accompany this application.

FOR OFFICE USE ONLY

Case No.: CU- 10-18-2014 Amount of Fee Paid: \$ 250.00 Date Fee Paid: 11/15/14
Received By: Holena A Bragg Date of Hearing: 11-4-14

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Amendment to the Agreement with the State of Kansas for the Debt Setoff Program

Department: Administration

Background/Description of Item: In 2008, the City of Edgerton entered into an agreement with the State of Kansas Department of Administration to participate in the State debt setoff program. Under the program, the City submits debts it is unable to collect, and the State withholds the amounts due from tax refunds. The State charges a fee of 18.4% of the amount collected for this service. The State is increasing its fee to 19.0%, and in order to continuing participating in the program the City needs to execute the amendment to the 2008 agreement which includes the language regarding the updated fee structure.

Enclosure: Amendment to the 2008 Agreement with the State of Kansas
2008 Agreement with State of Kansas

Related Ordinance(s) or Statute(s): K.S.A. 75-6201 et. seq.

Recommendation: Approve the Amendment to the Agreement with the State of Kansas for the State Debt Setoff Program

Funding Source: Fees are taken from amounts collected by the State

Prepared by: Karen Kindle, Accountant
Date: December 2, 2014

Addendum

This addendum shall become effective January 1, 2015, and replaces the FEES section of the Setoff "AGREEMENT – MUNICIPAL (Rev1-2012)". Setoff will no longer charge the CACOLLECT fee. Agencies will have the option to select Addition, Reduction, or Bankruptcy when changing the account balance. As a result, we are increasing the collection fee from 18.4% to 19% for all future debts collected. An additional 5% will still be charged when research is required. Please sign the agreement below and scan back to maria.inskeep@da.ks.gov. Please contact Maria Swinger-Inskeep with questions regarding this change, maria.inskeep@da.ks.gov, 785-296-8162.

The new agreement is as follows:

FEES

The State shall be entitled to a 19% collection fee for all monies collected on Municipality debts submitted by computer tape or other electronic medium acceptable to the State, with accompanying social security numbers (SSNs) or employer identification numbers (EINs). The State shall be entitled to a 24% collection fee for all monies collected on Municipality debts submitted on paper, or without accompanying SSNs or EINs, or both.

IN WITNESS WHEREOF, the parties have executed this Addendum as written above.

By: Doug Craig
Doug Craig, Setoff Team Lead

Municipality

By: _____

Creditor Agency

Number: _____

COPY

AGREEMENT - MUNICIPAL

AUG 28 2008

NOW on this 22 day of August, 2008, this Agreement is entered into by the Director of Accounts and Reports, Department of Administration, State of Kansas (hereafter the *State*) and the City of Edgerton, Kansas (hereafter the *Municipality*).

The Municipality desires to enter into this agreement for the purpose of utilizing the debt setoff procedures provided for in K.S.A. 75-6201 *et. seq.*, as amended by 1993 Senate Bill Number 130. Upon execution of this agreement by the parties, and upon compliance with the terms hereinafter stated, the State agrees to accept debts submitted by the Municipality to the State Debt Setoff Program.

TERM OF AGREEMENT

This agreement shall be in effect from August 22 2008.

TERMINATION

Either party to this agreement may terminate such without cause, upon 30 days written notice. Upon termination pursuant to this paragraph the State shall pay to the Municipality any monies then held by the State for the Municipality pursuant to the terms of this Agreement. Upon termination of this agreement for any reason the Municipality agrees to pay to the State any fees owed to the State as of the date of termination.

FEES

The State shall be entitled to an 18.4% collection fee for all monies collected on Municipality debts submitted by computer tape or other electronic medium acceptable to the State, with accompanying social security numbers (SSNs) or employer identification numbers (EINs). The State shall be entitled to a 23.4% collection fee for all monies collected on Municipality debts submitted on paper, or without accompanying SSNs or EINs, or both. The State shall be entitled to a collection fee, at the applicable rate, from all monies collected by the Municipality or its agents subsequent to notice being provided to the debtor pursuant to K.S.A. 75-6206, as amended. The State shall net out its collection fee from collections made through the Setoff Program. The Municipality will be billed for collections made by the Municipality or its agents subsequent to notice pursuant to K.S.A. 75-6206, as amended, if the Setoff Program is unable to net from collections. Payment for such billing shall be due within 30 days of the date of the billing.

DATA TO BE SUBMITTED

When submitting a debt to the Setoff Program the Municipality shall submit to the State such data as the State may prescribe, in a form acceptable to the State. The Municipality shall provide, at a minimum, the name and last known address of the debtor, a 30 character description of the debt (e.g., parking fine, library book fine, property tax debt), and the current dollar amount of the debt. It is preferable that the SSN or EIN of the debtor be submitted as well. In addition, the Municipality shall certify that at least three attempts (oral or written communication) have been made to collect the debt prior to its submission to the Setoff Program.

DOLLAR LIMITATION ON DEBTS

All debts submitted by the Municipality shall be in an amount equal to or greater than \$25.

CONTACT PERSON

For purposes of communication between the State and the Municipality in regard to debts submitted by the Municipality the respective contact persons are as follows:

For the Municipality: Damon Ross (913) 893-6231

For the State: Linda Maike (785) 296-4234

ACCOUNT ADJUSTMENTS

The Municipality agrees to notify the State within seven days of the date that a debt has been settled through payment in full or compromise. The Municipality agrees to advise the State at least one time per calendar year of payments received and applied to debts placed with the Setoff Program, and of debt interest accumulations occurring since the last account adjustment report. The annual account adjustments may be provided upon return of the master listing to the Setoff Program, which master listing will be provided to the Municipality during the last quarter of each calendar year. The Municipality is not precluded from making more frequent reports of account adjustments. Upon notification that a match has been made against a debt owed to a Municipality, the Municipality shall notify the Setoff Program in writing within 10 days of any necessary adjustments to the account.

DECERTIFICATION OF ACCOUNTS

The Municipality may, at any time, decertify any debt previously submitted to the Setoff Program. The Municipality shall decertify within seven days any debt which has been compromised or paid in full. When debts are decertified subsequent to a match being made by the Setoff Program against a payment in process, the Municipality shall provide a brief explanation as to the reason for the decertification. The Municipality need not explain the reason for decertifying a debt which is unmatched.

SUBMISSION AND RETURN OF ACCOUNTS

For accounts which are submitted by the Municipality without a SSN or EIN the Setoff Program will use its resources to determine the debtor's SSN or EIN. In cases where such an identifying number cannot be found the account will be returned to the Municipality. The State reserves the right to refuse or return accounts at any time, without cause. The Setoff Program will not accept from the Municipality debts of the State or any State agencies or of other municipalities, except as may be specifically allowed by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Division of Accounts & Reports

Kent E. Olson
Kent E. Olson, Director

City of Edgerton, Kansas

Frances M. Cross
Frances M. Cross, Mayor

EIN: 48-0734242

Approved as to Form:

Patrick Reavey
Patrick Reavey, City Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 988 Granting Annexation for Specific Land to the City of Edgerton, Kansas, Pursuant K.S.A. 12-520

Department: Administration

Background/Description of Item: The City of Edgerton has previously annexed portions of 191st Street and Homestead Lane, formerly within Johnson County, into the City of Edgerton, Kansas to allow the City to have jurisdiction over both streets. There remain numerous tracts of right-of-way land along 191st Street and Homestead Lane, which were titled in the name of KDOT or Johnson County, Kansas.

The remaining tracts of 191st right-of-way adjoining the portion of 191st already annexed into the City, which are titled in the name of Johnson County and remain outside the boundaries of the City, all adjoin the previously annexed KDOT tracts, or the existing boundaries of the City. Johnson County has consented to the annexation of all right-of-way tracts for 191st Street [for the portion of the Street already annexed into the City] which are titled in the name of Johnson County.

City Engineer has reviewed the legal descriptions. Enclosed is a map of the described property as provided by Johnson County. The right-of-way to be annexed is shown in the yellow.

Enclosure: Draft Ordinance No. 988
Map

Related Ordinance(s) or Statute(s): K.S.A. 12-520(a)(7)

Recommendation: Approve Ordinance No. 988 Granting Annexation for Specific Land to the City of Edgerton, Kansas, Pursuant K.S.A. 12-520

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 8, 2014

ORDINANCE NO. 988

AN ORDINANCE GRANTING ANNEXATION FOR SPECIFIC LAND TO THE CITY OF EDGERTON, KANSAS, PURSUANT K.S.A. 12-520

WHEREAS, the City previously annexed portions of 191st Street and Homestead Lane, formerly within Johnson County, into the City of Edgerton, Kansas so the City would have jurisdiction over both Streets; and

WHEREAS, there remained numerous tracts of right-of-way land along 191st Street and Homestead Lane, which were titled in the name of KDOT or Johnson County, Kansas; and

WHEREAS, the City previously received a quitclaim deed from KDOT for KDOT titled right-of-way along Homestead Lane within the corporate boundaries of the City of Edgerton; and

WHEREAS, the City previously annexed into the City the right-of-way formerly titled in the name of KDOT; and

WHEREAS, the remaining tracts of 191st right-of-way adjoining the portion of 191st already annexed into the City, which are titled in the name of Johnson County and remain outside the boundaries of the City, all adjoin the previously annexed KDOT tracts, or the existing boundaries of the City; and

WHEREAS, Johnson County, Kansas has consented to the annexation of all right-of-way tracts for 191st Street [for the portion of the Street already annexed into the City] which are titled in the name of Johnson County, Kansas; and

WHEREAS, the City believes it is in the best interest of the City to annex these remaining right-of-way tracts into the corporate boundaries of the City.

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

Section 1. That the tracts of property described in Exhibits A through Q [which are attached to the Johnson County, Kansas Consent for Annexation attached hereto] all adjoin land already annexed into the City and are hereby annexed to become part of the incorporated boundaries of the City of Edgerton, Kansas pursuant to K.S.A. 12-520(a)(7).

Section 2. That pursuant to K.S.A. 12-522, the City Clerk is hereby ordered to file a Certified Copy of this ordinance with the Clerk of Johnson County, the Register of Deeds of Johnson County, and the Johnson County Election Commissioner.

Section 3. This ordinance shall take effect and be enforced from and after its publication once in the official city newspaper.

PASSED by the Governing Body of the City of Edgerton, Kansas, and approved by the Mayor on the 11th day of December, 2014.

(Seal)

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit A

Section 35-14-22 (Waverly Road and 191st Street):

The West 20 feet of the Southwest Quarter of Southwest Quarter of Section 35, Township 14 South, Range 22, East of the Sixth Principal Meridian, Johnson County, Kansas (Waverly Road R/W)

and

The South 20 feet of the West Half of the Southwest Quarter of Southwest Quarter of Section 35, Township 14 South, Range 22, East of the Sixth Principal Meridian, Johnson County, Kansas (191st Street R/W)

and

The South 20 feet of the East Half of the Southwest Quarter of Southwest Quarter of Section 35, Township 14 South, Range 22, East of the Sixth Principal Meridian, Johnson County, Kansas (191st Street R/W)

The North 40 feet of the South 60 feet of the West Quarter of the Southwest Quarter of Southwest Quarter of Section 35, Township 14 South, Range 22, East of the Sixth Principal Meridian, ALSO The East 40 feet of the West 60 feet of the North 30 feet of the South 90 feet of the West Quarter of the Southwest Quarter of Southwest Quarter of Section 35, Township 14 South, Range 22, East of the Sixth Principal Meridian, all being in Johnson County, Kansas (191st Street R/W)

and

The North 40 feet of the South 60 feet of the West 72 feet of the East Half of the West half of the Southwest Quarter of the Southwest Quarter of Section 35, Township 14 South, Range 22, East of the Sixth Principal Meridian.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit B

Section 34-14-22 (191st Street):

The South Sixty (60) feet of the tract of land described as the J.A. Pearce Tract in the Southwest Quarter of Section 34, Township 14 South, Range 22 East as said tract is shown and described in the 1892 Re-Survey of said Section Township and Range in Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 34; thence South 88 degrees 10 minutes 27 seconds West, along the South line of the Southwest Quarter of said Section 34, a distance of 360.36 feet (5.46 chains as shown in said Re-Survey) to the Southeast corner of said J.A. Pearce Tract and the Point of Beginning of the tract of land to be herein described; thence continuing South 88 degrees 10 minutes 27 seconds West, along the last described course, a distance of 1,520.50 feet to the Southwest corner of said J.A. Pearce Tract, said point being 754.38 feet (11.43 Chains as shown in said Re-Survey) East of the Southwest corner of said Section 34, as measured along the South line thereof; thence North 01 degrees 52 minutes 40 seconds West, along the West line of said J.A. Pearce Tract, a distance of Sixty (60) feet; thence North 88 degrees 10 minutes 27 seconds East along a line Sixty (60) feet North of and parallel with the South line of the Southwest Quarter of said Section 34, a distance of 1,520.09 feet to a point on the East line of said J.A. Pearce Tract; thence South 02 degrees 16 minutes 32 seconds East along the East line of said J.A. Pearce Tract, a distance of Sixty (60) feet the Point of Beginning.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit C

Section 3-15-22 (191st Street):

The North 20 feet of the East Half of the Northeast Quarter of Section 3, Township 15 South, Range 22, East of the Sixth Principal Meridian, Johnson County, Kansas

and

The North 20 feet of the West 30 feet of the Northeast Quarter of Section 3, Township 15 South, Range 22, East of the Sixth Principal Meridian, Johnson County, Kansas

and

The North 20 feet of the East Half of the Northwest Quarter, Section 3, Township 15 South, Range 22, in Johnson County, Kansas

The South 20 feet of the North 40 feet of the East Half of the Northeast Quarter, Except the East 301.20 feet of the South 20 feet of the North 40 feet of the East Half of the Northeast Quarter of Section 3, Township 15 South, Range 22, East of the Sixth Principal Meridian, Johnson County, Kansas

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit D

Section 4-15-22 (191st Street):

A tract of land being a portion of the North Half of the Northeast Quarter of Section 4, Township 15 South, Range 22 East in Johnson County, Kansas, said tract of land being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 4; thence South 02 degrees 10 minutes 23 seconds East along the West line of the Northeast Quarter of said Section 4, a distance of 462.00 feet to the Point of Beginning of the tract of land to be herein described; thence North 87 degrees 49 minutes 37 seconds East, perpendicular to the last described course, a distance of 253.39 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 1021.00 feet and a central angle of 18 degrees 02 minutes 54 seconds, an arc length of 321.62 feet; thence North 69 degrees 46 minutes 43 seconds East, tangent to the last described curve, a distance of 1,194.46 feet to a point 20.00 feet South of the North line the Northeast Quarter of said Section 4, as measured perpendicular to the North line thereof, being also a point on the South right-of-way line of West 191st Street as now established; thence North 01 degrees 26 minutes 39 seconds West, perpendicular to the North line of the Northeast Quarter of said Section 4, a distance of 20.00 feet to a point on the North line of the Northeast Quarter of said Section 4, said point being 1,705.79 feet East of the Northwest corner of the Northeast Quarter of said Section 4, as measured along the North line thereof; thence North 88 degrees 33 minutes 21 seconds East along the North line of the Northeast Quarter of said Section 4, a distance of 928.22 feet to the Northeast corner of the Northeast Quarter of said Section 4; thence South 02 degrees 10 minutes 13 seconds East along the East line of the Northeast Quarter of said Section 4, a distance of 174.25 feet; thence South 87 degrees 49 minutes 47 seconds West, perpendicular to the last described course, a distance of 20.00 feet; then North 02 degrees 10 minutes 13 seconds West along a line 20.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 4, a distance of 104.51 feet to a point 70.00 feet South of the North line of the Northeast Quarter of said Section 4, as measured perpendicular to the North line thereof; then South 88 degrees 33 minutes 21 seconds West along a line 70.00 feet South of and parallel with the North line of the Northeast Quarter of said Section 4, a distance of 280.00 feet; thence North 01 degree 26 minutes 39 seconds West, perpendicular to the North line of the Northeast Quarter of said Section 4, a distance of 10.00 feet to a point 60.00 feet South of the North line of the Northeast Quarter of said Section 4, as measured perpendicular to the North line thereof; thence South 88 degrees 33 minutes 21 seconds West along a line 60.00 feet South of and parallel with the North line of the Northeast Quarter of said Section 4, a distance of 205.15 feet; thence Southwesterly along a curve to the left, tangent to the last described course, having a radius of 1021.00 feet and a central angle of 18 degrees 46 minutes 38 seconds, an arc length of 334.61 feet; thence South 69 degrees 46 minutes 43 seconds West, tangent to the last described curve, a distance of 1,254.33 feet; thence Southwesterly along a curve to the right, tangent to the last described course, having a radius of 1,141.00 feet and a central angle of 18 degrees 02 minutes 54 seconds, an arc length of 359.42 feet; thence South 87 degrees 49 minutes 37 seconds West, tangent to the last described curve and perpendicular to the West line of Northeast Quarter of said Section 4, a distance of 253.39 feet to a point on the West line of Northeast Quarter of said Section 4, said point being 582.00 feet South of the Northwest corner of the Northeast Quarter of said Section 4, as measured along the West line thereof; thence North 02 degrees 10 minutes 23 seconds West along the West line of Northeast Quarter of said Section 4, a distance of 120.00 feet to the Point of Beginning.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit E

Section 4-15-22 (191st Street):

A Twenty (20) feet wide strip of land over a portion of the North Half of the Northeast Quarter of Section 4, Township 15 South, Range 22 East in Johnson County, Kansas, the centerline of said Twenty (20) feet wide strip of land being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 4; thence South 02 degrees 10 minutes 23 seconds East along the West line of Northeast Quarter of said Section 4, a distance of 462.00 feet; thence North 87 degrees 49 minutes 37 seconds East, perpendicular to the last described course, a distance of 253.39 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 1021.00 feet and a central angle of 18 degrees 02 minutes 54 seconds, an arc length of 321.62 feet; thence North 69 degrees 46 minutes 43 seconds East, tangent to the last described curve, a distance of 1,043.76 feet; thence South 20 degrees 13 minutes 17 seconds East, perpendicular to the last described course, a distance of 120.00 feet to the Point of Beginning of the centerline of said Twenty (20) feet wide strip of land to be herein described; thence South 13 degrees 25 minutes 41 seconds East, 38.00 feet to the Point of Termination of the centerline of said Twenty (20) feet wide strip of land.

ALSO the following described tract of land:

A tract of land being a portion of the North Half of the Northeast Quarter of Section 4, Township 15 South, Range 22 East in Johnson County, Kansas, said tract of land being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 4; thence South 02 degrees 10 minutes 23 seconds East along the West line of Northeast Quarter of said Section 4, a distance of 462.00 feet; thence North 87 degrees 49 minutes 37 seconds East, perpendicular to the last described course, a distance of 25.00 feet to a point on the East right-of-way line of Four Corners Road as now established and the Point of Beginning of the tract of land to be herein described; thence continuing thence North 87 degrees 49 minutes 37 seconds East, along the last described course, a distance of 60.00 feet; thence North 02 degrees 10 minutes 23 seconds West along a line 85.00 feet East of and parallel with the West line of Northeast Quarter of said Section 4, a distance of 20.00 feet; thence South 87 degrees 49 minutes 37 seconds West, perpendicular to the last described course, a distance of 40.00 feet; thence North 02 degrees 10 minutes 23 seconds West along a line 45.00 feet East of and parallel with the West line of Northeast Quarter of said Section 4, a distance of 20.00 feet; thence South 87 degrees 49 minutes 37 seconds West, perpendicular to the last described course, a distance of 20.00 feet to a point 25.00 feet East of the West line of Northeast Quarter of said Section 4, as measured perpendicular to the West line thereof, being also a point on the East right-of-way line of said Four Corners Road; thence South 02 degrees 10 minutes 23 seconds East along a line 25.00 feet East of and parallel with the West line of Northeast Quarter of said Section 4, being also along the East right-of-way line of said Four Corners Road, a distance of 40.00 feet to the Point of Beginning.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit F

Section 10-15-22 (Homestead):

Homestead Tract 5

The West 20 feet of the South 912.62 feet of the North 1,904.61 feet of the Northwest Quarter of Section 10,
Township 15 South, Range 22, East of the Sixth Principal Meridian, Johnson County, Kansas

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit G

Section 3-15-22 (191st & Homestead):

The North 30 feet of the East 306 feet of the West 1341.25 feet of the Northwest Quarter of Section 3, Township 15 South, Range 22, East of the Sixth Principal Meridian, Johnson County, Kansas

Homestead Tract 1

A PERMANENT EASEMENT for highway right of way, removal of borrow material, or for other highway purposes over and upon a tract of land in the Southwest Quarter of Section 3, Township 15 South, Range 22 East of the 6th P.M., described as follow: BEGINNING at the Northwest corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of North 88 degrees 26 minutes 03 seconds East, 300.63 feet along the North line of said Quarter Section; SECOND COURSE, thence South 01 degree 49 minutes 33 seconds East, 180.44 feet; THIRD COURSE, thence South 19 degrees 58 minutes 32 seconds West, 53.85 feet; FOURTH COURSE, thence South 01 degree 49 minutes 33 seconds East, 2200.00 feet; FIFTH COURSE, thence South 42 degrees 48 minutes 23 seconds East, 160.60 feet; SIXTH COURSE, thence North 88 degrees 24 minutes 21 seconds East, 585.00 feet; SEVENTH COURSE, thence South 60 degrees 09 minutes 53 seconds East, 105.48 feet to the Northerly right of way line of existing 199th Street; EIGHTH COURSE, thence South 01 degree 35 minutes 39 seconds East, 25.00 feet to the South line of said Quarter Section; NINTH COURSE, thence South 88 degrees 24 minutes 21 seconds West, 1043.02 feet along said South line to the Southwest corner of said Quarter Section; TENTH COURSE, thence North 02 degrees 12 minutes 32 seconds West, 2631.62 feet along the West line of said Quarter Section to the POINT OF BEGINNING. The above described tract contains 18.04 acres, which includes 1.83 acres of existing right of way, resulting in an acquisition of 16.21 acres, more or less.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit H

Section 4-15-22 (Homestead):

Homestead Tract 2

A tract of land in the Southeast Quarter of Section 4, Township 15 South, Range 22 East of the 6th P.M., described as follows: BEGINNING at the Southeast corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of South 88 degrees 29 minutes 07 seconds West, 656.98 feet along the South line of said Quarter Section; SECOND COURSE, thence North 01 degree 30 minutes 53 seconds West, 20.00 feet to the Northerly right of way line of existing 199th Street; THIRD COURSE, thence North 61 degrees 55 minutes 13 seconds East, 111.80 feet; FOURTH COURSE, thence North 88 degrees 29 minutes 07 seconds East, 350.00 feet; FIFTH COURSE, thence North 70 degrees 39 minutes 15 seconds East, 194.76 feet to the Westerly right of way line of existing Homestead Lane; SIXTH COURSE, thence North 02 degrees 12 minutes 32 seconds West, 1186.18 feet along said Westerly right of way line to the North line of the Southeast Quarter of said Southeast Quarter Section; SEVENTH COURSE, thence North 88 degrees 31 minutes 39 seconds East, 20.00 feet along said North line to the Northeast corner of said Southeast Quarter of the Southeast Quarter Section; EIGHTH COURSE, thence South 02 degrees 12 minutes 32 seconds East, 1315.81 feet along the East line of said Quarter Section to the POINT OF BEGINNING. The above described tract contains 1.70 acres, which includes 0.90 acres of existing right of way, resulting in an acquisition of 0.80 acres, more or less.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit I

Section 10-15-22 (Homestead):

Homestead Tract 3

A PERMANENT EASEMENT for highway right of way, removal of borrow material, or for other highway purposes over and upon a tract of land in the Northwest Quarter of Section 10, Township 15 South, Range 22 East of the 6th P.M., described as follows: BEGINNING at the Northwest corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of North 88 degrees 24 minutes 21 seconds East, 1043.02 feet along the North line of said Quarter Section; SECOND COURSE, thence South 01 degree 35 minutes 39 seconds East, 25.00 feet to the Southerly right of way line of existing 199th Street; THIRD COURSE, thence South 56 degrees 58 minutes 34 seconds West, 105.48 feet; FOURTH COURSE, thence South 88 degrees 24 minutes 21 seconds West, 460.00 feet; FIFTH COURSE, thence South 66 degrees 15 minutes 38 seconds West, 182.89 feet; SIXTH COURSE, thence South 08 degrees 11 minutes 20 seconds West, 788.74 feet; SEVENTH COURSE, thence South 87 degrees 34 minutes 33 seconds East, 100.50 feet; EIGHTH COURSE, thence South 00 degrees 38 minutes 21 seconds East, 54.71 feet to the North line of a tract of land described in a deed recorded in Book 2952, Page 62 in the Register of Deeds Office, Johnson County, Kansas; NINTH COURSE, thence South 87 degrees 35 minutes 22 seconds West, 280.86 feet along said North line of said tract of land to the West line of said Quarter Section; TENTH COURSE, thence North 02 degrees 03 minutes 46 seconds West, 991.99 feet along said West line to the POINT OF BEGINNING. The above described tract contains 7.41 acres, which includes 1.04 acres of existing right of way, resulting in an acquisition of 6.37 acres, more or less.

and

Homestead Tract 4

A tract of land in the Northwest Quarter of Section 10, Township 15 South, Range 22 East of the 6th P.M., described as follows: COMMENCING at the Northwest corner of said Quarter Section; thence on an assumed bearing of South 02 degrees 03 minutes 46 seconds East, 991.99 feet along the West line of said Quarter Section to the Northwest corner of a tract of land described in a deed recorded in Book 2952, Page 62 in the Register of Deeds Office, Johnson County, Kansas; thence North 87 degrees 35 minutes 22 seconds East, 20.00 feet along the North line of said tract of land to the Easterly right of way line of existing Homestead Lane and the POINT OF BEGINNING; FIRST COURSE, thence continuing North 87 degrees 35 minutes 22 seconds East, 260.86 feet along said North line of said tract of land; SECOND COURSE, thence South 00 degrees 38 minutes 21 seconds East, 76.42 feet; THIRD COURSE, thence South 88 degrees 57 minutes 08 seconds West, 116.36 feet; FOURTH COURSE, thence South 15 degrees 12 minutes 50 seconds West, 141.15 feet; FIFTH COURSE, thence South 10 degrees 04 minutes 47 seconds East, 802.50 feet; SIXTH COURSE, thence North 85 degrees 06 minutes 40 seconds East, 821.52 feet; SEVENTH COURSE, thence North 64 degrees 51 minutes 34 seconds East, 509.90 feet; EIGHTH COURSE, thence North 53 degrees 32 minutes 58 seconds East, 737.07 feet to the North line of the South Half of said Northwest Quarter Section; NINTH COURSE, thence North 88 degrees 12 minutes 35 seconds East, 52.72 feet along said North line of the South Half of Said Quarter Section to the Northerly right of way line of existing I-35 Highway; TENTH COURSE, thence South 53 degrees 33 minutes 09 seconds West, 2295.36 feet along said Northerly right of way line; ELEVENTH COURSE, thence North 20 degrees 33 minutes 10 seconds West, 769.15 feet along said Northerly right of way line; TWELFTH COURSE, thence South 87 degrees 56 minutes 14 seconds West, 25.00 feet along said Northerly right of way line to said Easterly right of way line of existing Homestead Lane; THIRTEENTH COURSE, thence North 02 degrees 03 minutes 46 seconds West, 912.62 feet along said Easterly right of way line to the POINT OF BEGINNING. The above described tract contains 13.76 acres, more or less.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit J

Section 10-15-22 (Homestead):

Homestead Tract 6

A tract of land for highway RIGHT OF WAY in the Northwest Quarter of Section 10, Township 15 South, Range 22 East, described as follows: BEGINNING at the Southwest corner of said Quarter Section; thence East along the South line of said Quarter Section 257.7 feet; thence Northeasterly on an angle of 34 degrees 36 minutes 56 seconds to the left, 38.3 feet; thence Northwesterly to a point 750.0 feet North and 45.0 feet East of said Southwest corner; thence West 45.0 feet to the West line of said Quarter Section; thence South along said West line, 750.0 feet to the place of beginning. The above contains 2.60 acres, more or less, exclusive of the existing highway.

and

Homestead Tract 7

A tract of land for highway RIGHT OF WAY in the West Half of the Southwest Quarter of Section 10, Township 15 South, Range 22 East described as follows: BEGINNING at the Northwest corner of said Quarter Section; First Course, thence South along the West line of said Quarter Section, 539.3 feet; SECOND COURSE, THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE, 785.8 FEET EAST OF SAID NORTHWEST CORNER; Third Course, thence West along said North line to the place of beginning. The above contains 4.63 acres, more or less, exclusive of the existing highway.

and

Homestead Tract 8

A tract of land for highway RIGHT OF WAY in the Northwest Quarter of Section 10, Township 15 South, Range 22 East, described as follows: BEGINNING at a point on the South line 257.7 feet East of the Southwest corner of said Quarter Section; First Course, thence East along said South line 528.1 feet; SECOND COURSE, THENCE NORTHEASTERLY TO A POINT ON THE EAST LINE 1406.5 FEET SOUTH OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; Third Course, thence North along said East line 362.7 feet; FOURTH COURSE, THENCE SOUTHWESTERLY TO THE PLACE OF BEGINNING. The above contains 17.19 acres, more or less, exclusive of the existing highway.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit K

Section 9-15-22 (Homestead):

Homestead Tract 9

A tract of land for highway RIGHT OF WAY in the East $53 \frac{1}{3}$ acres of the Northeast Quarter of Section 9, Township 15 South, Range 22 East, described as follows: BEGINNING at the Southeast corner of said Quarter Section; First Course, thence West along the South line of said Quarter Section 150.0 feet; SECOND COURSE, THENCE NORTH TO A POINT 150.0 FEET WEST AND 220.0 FEET NORTH OF SAID SOUTHEAST CORNER; THIRD COURSE, THENCE NORTHERLY TO A POINT 750.0 FEET NORTH AND 55.0 FEET WEST OF SAID SOUTHEAST CORNER; Fourth Course, thence East 55.0 feet to the East line of said Quarter Section; Fifth Course, thence South along said East line, 750.0 feet to the place of beginning. The above contains 1.66 acres, more or less, exclusive of the existing highway.

and

Homestead Tract 10

A tract of land for highway RIGHT OF WAY in the Southeast Quarter of Section 9, Township 15 South, Range 22 East described as follows: BEGINNING at the Northeast corner of said Quarter Section; First Course, thence South along the East line of said Quarter Section, 539.3 feet; SECOND COURSE, THENCE SOUTHWESTERLY 1064.3 FEET TO A POINT 1136.6 FEET SOUTH AND 880.9 FEET WEST OF SAID NORTHEAST CORNER; THIRD COURSE, THENCE SOUTHWESTERLY ON A CURVE OF 23,068.3 FEET RADIUS TO THE RIGHT TO A POINT ON THE WEST LINE 399.3 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; Fourth Course, thence North along said West line, 343.7 feet; FIFTH COURSE, THENCE NORTHEASTERLY ON A CURVE OF 22,768.3 FEET RADIUS TO THE LEFT, 1869.4 FEET TO A POINT 888.3 FEET SOUTH AND 1049.3 FEET WEST OF SAID NORTHEAST CORNER; SIXTH COURSE, THENCE NORTHEASTERLY ON A TANGENT TO SAID CURVE 332.3 FEET TO A POINT 701.8 FEET SOUTH AND 774.2 FEET WEST OF SAID NORTHEAST CORNER; SEVENTH COURSE, THENCE NORTHEASTERLY 100.5 FEET TO A POINT 637.4 FEET SOUTH AND 697.1 FEET WEST OF SAID NORTHEAST CORNER; EIGHTH COURSE, THENCE NORTHEASTERLY 300.0 FEET TO A POINT 469.0 FEET SOUTH AND 448.8 FEET WEST OF SAID NORTHEAST CORNER; NINTH COURSE, THENCE NORTHEASTERLY 100.5 FEET TO A POINT 421.2 FEET SOUTH AND 360.4 FEET WEST OF SAID NORTHEAST CORNER; TENTH COURSE, THENCE NORTHEASTERLY 254.2 FEET TO A POINT 278.5 FEET SOUTH AND 150.0 FEET WEST OF SAID NORTHEAST CORNER; ELEVENTH COURSE, THENCE NORTH PARALLEL TO SAID EAST LINE, 278.5 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; Twelfth Course, thence East along said North line, 150.0 feet to the place of beginning. The above contains 22.20 acres, more or less, exclusive of the existing highway.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit L

Section 9-15-22 (Homestead):

Homestead Tract 11

A tract of land in the Southeast Quarter of Section 9, Township 15 South, Range 22 East, Johnson County, Kansas, being all of that tract of land described in deed recorded in Book 4585 at Page 967 in the office of the Register of Deeds in and for said Johnson County, described verbatim as follows:

“All that part of the Southeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas, described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 9; thence South 0 degrees 34 minutes 28 seconds East, along the East line of the Southeast Quarter of said Section 9, a distance of 539.30 feet, to the point of beginning, said point being on the Southerly right-of-way line of I-35 Highway; thence South 55 degrees 17 minutes 10 seconds West, along said Southerly right-of-way line, a distance of 1064.31 feet; thence Southwesterly on a curve to the right having a radius of 23,068.3 feet, a distance of 263.65 feet; thence North 83 degrees 47 minutes 00 seconds East, a distance of 1105.31 feet, to a point on the East line of the Southeast Quarter of said Section 9; thence North 0 degrees 34 minutes 28 minutes West, along the East line of the Southeast Quarter of said Section 9, a distance of 635.34 feet, to the point of beginning, subject to that part in road.”

The above described tract contains 7.99 acres, more or less.

and

Homestead Tract 12

All that part of the Southeast 1/4 of Section 9, Township 15, Range 22, Johnson County, Kansas, described as follows: Beginning at a point on the East line of the Southeast 1/4 of said Section 9, said point being 1174.64 feet South of the Northeast corner of the Southeast 1/4 of said Section 9; thence South 0° 34' 28" East, along the East line of the Southeast 1/4 of said Section 9, a distance of 300.00 feet; thence South 89° 52' 40" West, parallel to the South line of the Southeast 1/4 of said Section 9, a distance of 856.44 feet; thence North 0° 34' 28" West, a distance of 208.63 feet; thence North 83° 47' 00" East, a distance of 860.58 feet, to the point of beginning, except and subject to that part used for road purposes.

and

Homestead Tract 13

A tract of land in the Southeast Quarter of Section 9, Township 15 South, Range 22 East of the 6th P.M. Johnson County, Kansas, described as follows: COMMENCING at the Northeast corner of said Quarter Section; thence on an assumed bearing of South 02 degrees 16 minutes 42 seconds East, 1474.64 feet along the East line of said Quarter Section to the Northeast corner of a tract of land described in a deed recorded in Book 6548, Page 352 in the Register of Deeds Office, Johnson County, Kansas and the POINT OF BEGINNING. FIRST COURSE, thence continuing South 02 degrees 16 minutes 42 seconds East, 370.03 feet along said East line to the Southeast corner of said tract of land; SECOND COURSE, thence South 88 degrees 10 minutes 13 seconds West, 825.00 feet along the South line of said tract of land; THIRD COURSE, thence South 02 degrees 16 minutes 42 seconds East, 31.57 feet along said South line; FOURTH COURSE, thence South 87 degrees 37 minutes 04 seconds West, 133.07 feet along said South line; FIFTH COURSE, thence North 34 degrees 35 minutes 42 seconds West, 567.90 feet along said South line to the Southerly right of way line of I-35 Highway; SIXTH COURSE, thence North 54 degrees 27 minutes 44 seconds East, 194.78 feet along said right of way line to the North line of said tract of land; SEVENTH COURSE, thence North 82 degrees 04 minutes 33 seconds East, 243.54 feet along said North line; EIGHTH COURSE, thence South 02 degrees 16 minutes 42 seconds East, 208.63 feet along said North line; NINTH COURSE, thence North 88 degrees 10 minutes 13 seconds East, 856.44 feet along said North line to the point of beginning. The above described tract contains 10.69 acres, more or less, exclusive of the existing right of way.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit M

Section 10-15-22 (Homestead):

Homestead Tract 15

A tract of land in the Southwest Quarter of Section 10, Township 15 South, Range 22 East of the 6th P.M., Johnson County, Kansas; being all of that tract of land described in the District Court of Douglas County, Kansas. Case No. 08PR 92, described verbatim as follows: "Commencing at the SW Corner of Section 10, T. 15 S., R. 22 E., Johnson County, Kansas; thence N. 0°26'20" W. along the W. line of said Sec. 10 a distance of 950.32 feet to the TRUE POINT OF BEGINNING; thence continuing N. 0°26'20" W. along said W. line a distance of 129.70 feet to a point in the said W. line; thence S. 89°37'56" E. along Highway I-35 Right-of-Way a distance of 20.00 feet to a point; thence N. 33°13'08" E. along said Right-of-Way a distance of 1081.13 feet to a point; thence N. 21°55'56" W. along said Right-of-Way a distance of 257.90 feet to a point; thence N. 37°30'04" E. along said Right-of-Way a distance 517.30 feet to a point; thence S. 89°38'01" E. a distance of 445.61 feet to a point; thence S. 0°26'21" E. a distance of 1617.54 feet to a point; thence S. 89°33'39" W. a distance of 1238.33 feet to a point; thence S. 0°26'20" E. a distance of 107.04 feet to a point in the centerline of a County Road; thence N. 43°26'53" W. along said centerline a distance of 73.30 feet to the TRUE POINT OF BEGINNING. Containing 31 .930 acres more or less;"

and

Homestead Tract 16

A tract of land in the Southwest Quarter of Section 10, Township 15 South, Range 22 East of the 6th P.M., described as follows: COMMENCING at the Southwest corner of said Quarter Section; thence on an assumed bearing of North 02 degrees 16 minutes 42 seconds West, 788.66 feet along the West line of said Quarter Section to the POINT OF BEGINNING; FIRST COURSE, thence South 82 degrees 21 minutes 28 seconds East, 150.57 feet to the Westerly right of way line of existing Homestead Lane; SECOND COURSE, thence North 44 degrees 33 minutes 11 seconds East, 20.00 feet to the East line of a tract of land described in a deed recorded in Book 2779, Page 506 in the Register of Deeds Office, Johnson County, Kansas; THIRD COURSE, thence North 45 degrees 24 minutes 19 seconds West, 238.30 feet along said East line to the West line of said Quarter Section; FOURTH COURSE, thence South 02 degrees 16 minutes 42 seconds East, 161.66 feet along said West line to the POINT OF BEGINNING. The above described tract contains 0.33 acre, which includes 0.16 acre of existing right of way, resulting in an acquisition of 0.17 acre, more or less.

and

Homestead Tract 19

A PERMANENT EASEMENT for controlled access highway right of way, removal of borrow material, or for other highway purposes over and upon a tract of land in the Southwest Quarter of Section 10, Township 15 South, Range 22 East of the 6th P.M., described as follows: COMMENCING at the Southwest corner of said Quarter Section; thence on an assumed bearing of North 02 degrees 16 minutes 42 seconds West, 1001.40 feet along the West line of said Quarter Section; thence North 87 degrees 38 minutes 59 seconds East, 52.35 feet to the Northwest corner of a tract of land described in a deed recorded in Book 1099, Page 36 in the Register of Deeds Office, Johnson County, Kansas and the POINT OF BEGINNING; FIRST COURSE, thence North 87 degrees 38 minutes 59 seconds East, 40.30 feet along the North line of said tract of land; SECOND COURSE, thence South 24 degrees 08 minutes 29 seconds East, 227.82 feet to the Easterly right of way line of existing Homestead Lane; THIRD COURSE, thence South 44 degrees 33 minutes 11 seconds West, 20.00 feet to the West line of said tract of land; FOURTH COURSE, thence North 45 degrees 24 minutes 19 seconds West, 161.72 feet along said West line of said tract of land; FIFTH COURSE, thence North 02 degrees 16 minutes 42 seconds West, 107.04 feet along said West line of said tract of land to the POINT OF BEGINNING. The above described tract contains 0.29 acre, which includes 0.08 acre of existing right of way, resulting in an acquisition of 0.21 acre, more or less.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit N

Section 9-15-22 (Homestead):

Homestead Tract 17

A PERMANENT EASEMENT for controlled access highway right of way, removal of borrow material, or for other highway purposes over and upon a tract of land in the Southeast Quarter of Section 9, Township 15 South, Range 22 East of the 6th P.M., described as follows: COMMENCING at the Southwest corner of said Quarter Section; thence on an assumed bearing of North 02 degrees 08 minutes 59 seconds West, 365.07 feet along the West line of said Quarter Section to the POINT OF BEGINNING; FIRST COURSE, thence North 57 degrees 44 minutes 05 seconds East, 802.62 feet, SECOND COURSE, thence North 56 degrees 06 minutes 51 seconds East, 503.92 feet; THIRD COURSE, thence North 63 degrees 13 minutes 19 seconds East, 318.45 feet to the South line of a tract of land described in a deed recorded in Book 6548, Page 352 in the Register of Deeds Office, Johnson County, Kansas; FOURTH COURSE, thence North 34 degrees 35 minutes 42 seconds West, 75.22 feet along said South line to the Southerly right of way line of existing I-35 Highway; FIFTH COURSE, thence on a curve of 23,068.31 feet radius to the right, an arc distance of 1603.53 feet along said Southerly right of way line with a chord which bears South 56 degrees 41 minutes 44 seconds West, 1603.21 feet to said West line; SIXTH COURSE, thence South 02 degrees 08 minutes 59 seconds East, 34.54 feet along said West line to the POINT OF BEGINNING. The above described tract contains 1.22 acres, more or less.

and

Homestead Tract 18

A tract of land in the Southeast Quarter of Section 9, Township 15 South, Range 22 East of the 6th P.M., described as follows:

COMMENCING at the Northeast corner of said Quarter Section; thence on an assumed bearing of South 88 degrees 25 minutes 52 seconds West, 150.01 feet along the North line of said Quarter Section to the Northerly right of way line of existing I-35 Highway and the POINT OF BEGINNING;

FIRST COURSE, thence continuing South 88 degrees 25 minutes 52 seconds West, 480.68 feet along said North line;

SECOND COURSE, thence South 31 degrees 44 minutes 38 seconds West, 790.67 feet to the South line of a tract of land described in a deed recorded in Book 200402, Page 6033 in the Register of Deeds Office, Johnson County, Kansas;

THIRD COURSE, thence North 88 degrees 21 minutes 34 seconds East, 359.58 feet along said South line to said Northerly right of way line;

FOURTH COURSE, thence North 47 degrees 50 minutes 31 seconds East, 21.40 feet along said Northerly right of way line;

FIFTH COURSE, thence North 53 degrees 33 minutes 09 seconds East, 300.00 feet along said Northerly right of way line;

SIXTH COURSE, thence North 59 degrees 15 minutes 47 seconds East, 100.50 feet along said Northerly right of way line;

SEVENTH COURSE, thence North 53 degrees 33 minutes 09 seconds East, 254.41 feet along said Northerly right of way line;

EIGHTH COURSE, thence North 02 degrees 16 minutes 42 seconds West, 280.39 feet along said Northerly right of way line to the POINT OF BEGINNING.

The above described tract contains 8.16 acres, more or less.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit O

Section 9-15-22 (Homestead):

Homestead Tract 22

A PERMANENT EASEMENT for controlled access highway right of way, removal of borrow material, or for other highway purposes over and upon a tract of land in the Southeast Quarter of Section 9, Township 15 South, Range 22 East of the 6th P.M., described as follows: COMMENCING at the Southwest corner of said Quarter Section; thence on an assumed bearing of North 02 degrees 08 minutes 59 seconds West, 743.86 feet along the West line of said Quarter Section to the Northerly right of way line of existing I-35 Highway and the POINT OF BEGINNING; FIRST COURSE, thence continuing North 02 degrees 08 minutes 59 seconds West, 34.31 feet along said West line; SECOND COURSE, thence North 56 degrees 43 minutes 53 seconds East, 1184.27 feet; THIRD COURSE, thence North 46 degrees 34 minutes 14 seconds East, 500.22 feet; FOURTH COURSE, thence North 31 degrees 44 minutes 38 seconds East, 303.33 feet to the North line of a tract of land described in a deed recorded in Book 6207, Page 605 in the Register of Deeds Office, Johnson County, Kansas; FIFTH COURSE, thence North 88 degrees 21 minutes 34 seconds East, 359.58 feet along said North line to said Northerly right of way line; SIXTH COURSE, thence South 47 degrees 50 minutes 31 seconds West, 79.10 feet along said Northerly right of way line; SEVENTH COURSE, thence South 53 degrees 33 minutes 09 seconds West, 326.02 feet along said Northerly right of way line; EIGHTH COURSE, thence on a curve of 22,768.31 feet radius to the right, an arc distance of 1872.54 feet along said Northerly right of way line with a chord which bears South 55 degrees 54 minutes 31 seconds West, 1872.01 feet to the POINT OF BEGINNING. The above described tract contains 3.46 acres, more or less.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

Exhibit P

Section 10-15-22 (Homestead):

Homestead Tract 23

A PERMANENT EASEMENT for controlled access highway right of way, removal of borrow material, or for other highway purposes over and upon a tract of land in the Northwest Quarter of Section 10, Township 15 South, Range 22 East of the 6th P.M., described as follows: COMMENCING at the Northeast corner of said Quarter Section; thence on an assumed bearing of South 02 degrees 13 minutes 24 seconds East, 1011.27 feet along the East line of said Quarter Section to the POINT OF BEGINNING; FIRST COURSE, thence continuing South 02 degrees 13 minutes 24 seconds East, 307.20 feet along said East line to the Southeast corner of the North Half of said Quarter Section; SECOND COURSE, thence South 88 degrees 12 minutes 35 seconds West, 446.61 feet along the South line of said North Half of said Quarter Section; THIRD COURSE, thence North 53 degrees 32 minutes 58 seconds East, 540.15 feet to the POINT OF BEGINNING. The above described tract contains 1.57 acres, which includes 1.22 acres of existing right of way, resulting in an acquisition of 0.35 acre, more or less.

and

Homestead Tract 24

A tract of land in the South Half of the Northwest Quarter of Section 10, Township 15 South, Range 22 East of the 6th P.M., Johnson County, Kansas, described as follows: Being all of said South Half of the Northwest Quarter of Section 10 lying South of I-35 Highway. The above described tract contains 25.23 acres, more or less.

Legal Descriptions – Right of Way

(191st Street, Waverly Road, and Homestead Road)

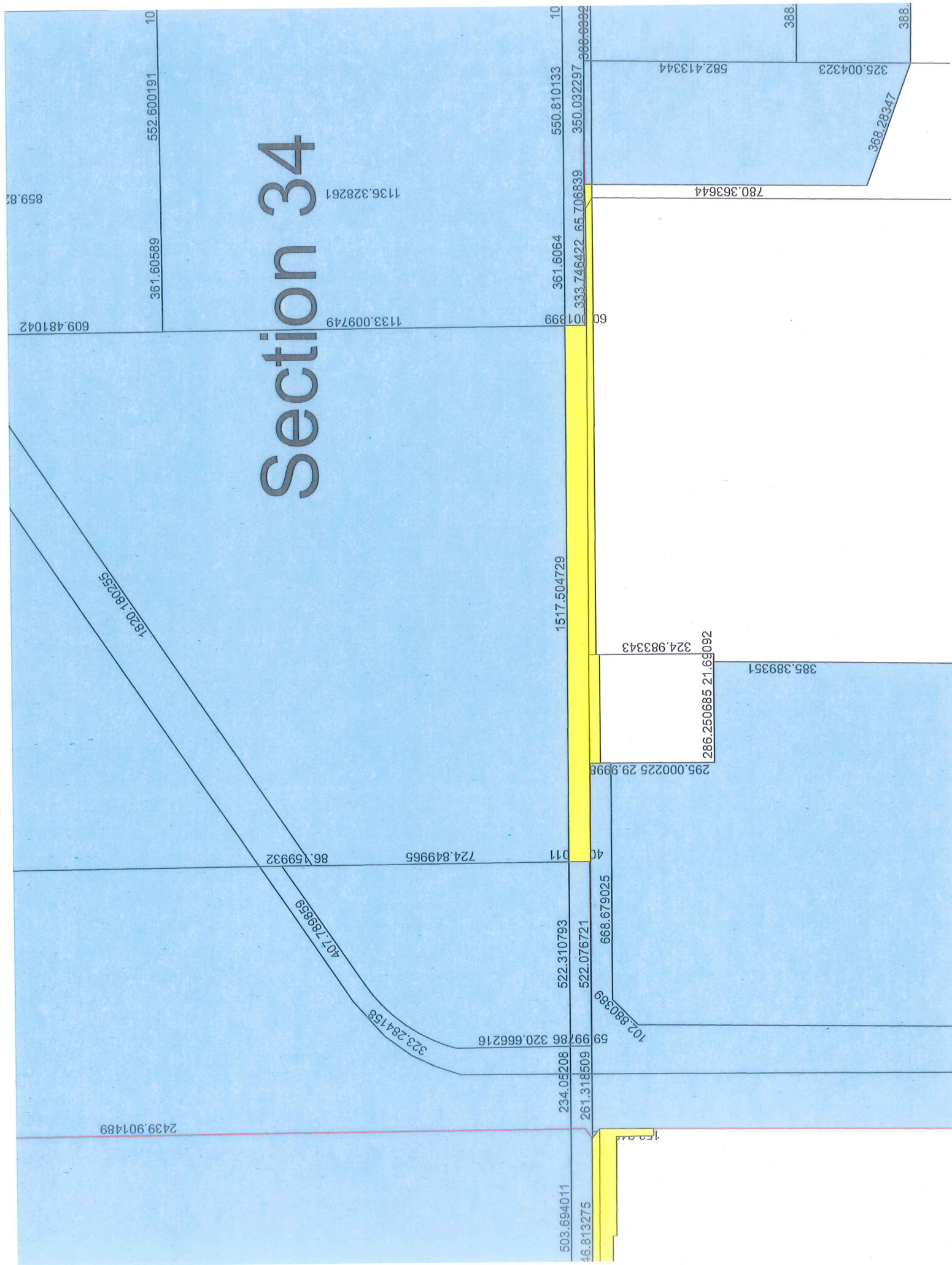
Exhibit Q

Section 10-15-22 (Homestead):

Homestead Tract 14

A tract of land for highway RIGHT OF WAY in the West Half of the Southwest Quarter of Section 10, Township 15 South, Range 22 East, described as follows: BEGINNING at a point on the West line, 539.3 feet South of the Northwest corner of said Quarter Section; thence Northeasterly to a point on the North line, 785.8 feet East of said Northwest corner; thence East along said North line 57.0 feet; thence Southwesterly on an angle of 127 degrees 08 minutes to the right 517.3 feet to a point 190.0 feet Southeasterly at right angles from said Northeasterly line; thence Southeasterly on an angle of 59 degrees 26 minutes to the left, 257.9 feet to a point 442.0 feet Southeasterly at right angles from said Northeasterly line; thence Southwesterly to a point 1560.0 feet South and 20.0 feet East of said Northwest corner; thence West 20.0 feet, to said West line; thence North along said West line, 1020.7 feet to the place of beginning. The above contains 11.04 acres, more or less, exclusive of the existing highway.

Section 34



2

The map displays four sections of land: Section 4-15-22, Section 3-15-22, Section 9-15-22, and Section 10-15-22. The map is divided into numerous parcels, many of which are owned by Edgerton Land Holdings Company, Wicker Farms LLC, and Prairie Tree LLC. Other owners include various trusts, such as the Edgerton Land Holdings Company Trust, the Wicker Farms LLC Trust, and the Prairie Tree LLC Trust. The map also shows the locations of the City of Edgerton and the State of Kansas. The map is color-coded with blue for water bodies and yellow for land parcels.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 989 Authorizing The Execution Of The First Amendment To The Loan Agreement Between Edgerton, Kansas And The State Of Kansas, Acting By And Through The Kansas Department Of Health And Environment For The Purpose Of Obtaining A Loan From The Kansas Water Pollution Control Revolving Fund For The Purpose Of Financing A Wastewater Treatment Project; Establishing A Dedicated Source Of Revenue For Repayment Of Such Loan; Authorizing And Approving Certain Documents In Connection Therewith; And Authorizing Certain Other Actions In Connection With The First Amendment To The Loan Agreement

Department: Administration

Background/Description of Item: On November 20, 2014, Edgerton City Council approved an amendment to the Loan Agreement between the City and the State of Kansas/Kansas Department of Health and Environment (KDHE) in the amount of \$750,000 for Big Bull Creek Wastewater Treatment Facility and Conveyance System Project. Ordinance No. 989 is the formal authorization to execute that first amendment to the loan from the Kansas Water Pollution Control Revolving Fund.

Enclosure: Ordinance No. 989

Related Ordinance(s) or Statute(s): K.S.A. 1988 Supp. 65-3321

Recommendation: Approve Ordinance No. 989 Authorizing The Execution Of The First Amendment To The Loan Agreement Between Edgerton, Kansas And The State Of Kansas, Acting By And Through The Kansas Department Of Health And Environment For The Purpose Of Obtaining A Loan From The Kansas Water Pollution Control Revolving Fund For The Purpose Of Financing A Wastewater Treatment Project; Establishing A Dedicated Source Of Revenue For Repayment Of Such Loan; Authorizing And Approving Certain Documents In Connection Therewith; And Authorizing Certain Other Actions In Connection With The First Amendment To The Loan Agreement

Funding Source: Public Infrastructure Fund

Prepared by: Beth Linn, City Administrator
Date: December 9, 2014

(Published in *Gardner News* on December 17, 2014)

ORDINANCE NO. 989

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE LOAN AGREEMENT BETWEEN EDGERTON, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE FIRST AMENDMENT TO THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA

capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Edgerton, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection, pumping, and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain an amendment to the loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

The project consists of the construction of the Big Bull Creek wastewater treatment facility and associated new conveyance system. The treatment process is to have an initial capacity of 0.5 MGD (expandable to 1.0 MGD) and will consist of influent pumping, screening and de-gritting, flow equalization, biological treatment for BOD and nitrogen compounds, secondary clarification with chemical addition and tertiary filtration for removal of phosphorus, ultraviolet disinfection, post aeration of effluent prior to discharge, aerobic treatment and storage of sludges, and mechanical dewatering equipment for dewatering of sludges prior to disposal. The conveyance system will consist of two pump stations, approximately 7500-feet of force main, and approximately 7,000-feet of gravity pipeline with manholes.
(the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for an amendment to the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed Eleven Million Four Hundred Ninety Eight Thousand Dollars [\$11,498,000] (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the First Amendment to the Loan and to enter into a First Amendment to the Loan Agreement and certain other documents relating thereto, and to take certain actions required in order to implement the First Amendment to the Loan Agreement.

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

Section 1. Authorization of the First Amendment to the Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain First Amendment to the Loan Agreement, with an effective date of November 24, 2014 with the State of Kansas acting by

and through the Kansas Department of Health and Environment (the "First Amendment to the Loan Agreement") to finance the Project Costs (as defined in the First Amendment to the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the First Amendment to the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the First Amendment to the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan.

Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, 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.

In accordance with the Loan Act, the obligations under the Loan and the First Amendment to the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the First Amendment to the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on December 11, 2014 and signed and **APPROVED** by the Mayor.

(SEAL)

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, Clerk

APPROVED AS TO FORM ONLY.

Patrick Reavey, City Attorney