

EDGERTON CITY COUNCIL
AMENDED MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
December 10, 2015

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Crooks ____ Troutner ____ Brown ____ Crist
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 12, 2015
6. Special City Council Meeting Minutes November 19, 2015
7. Consider Renewal of a Cereal Malt Beverage License Application for 2016
8. Consider Resolution No. 12-10-15A **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**
9. Consider Resolution No. 12-10-15B 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
10. Consider Resolution No. 12-10-15C Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas
11. Consider a One-Year Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton Community Building/City Hall/305 E Nelson for 2016
12. Consider Year-End Longevity Bonus for Employees
13. Consider a One-Year Contract Extension with The Reflective Group to Provide Information Technology Services
14. Consider Agreement with Transpec Leasing Incorporated In Regards to not Requiring the Construction Of Sidewalks and Street Improvements and the Waiver Not To Protest the Formation Of A Benefit District
15. Consider Application FP2015-05, Final Plat, Logistics Park Kansas City – Southeast, Third Plat
16. Consider Acceptance of Dedication of Right-of-Way for the Widmer Property South of 191st Street and West of Homestead Lane

Regular Agenda

17. **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.
18. **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

19. **CONSIDER FACILITY USE AND MAINTENANCE AGREEMENT WITH EDGERTON HISTORIC SOCIETY FOR EDGERTON COMMUNITY MUSEUM FOR 2016**

Motion: _____ Second: _____ Vote: _____

20. **CONSIDER THE AWARD OF CONSTRUCTION OF THE MANOR PARK IMPROVEMENTS PROJECT TO MEGA INDUSTRIES CORPORATION AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT**

Motion: _____ Second: _____ Vote: _____

21. **CONSIDER AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S DEPARTMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2016 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT**

Motion: _____ Second: _____ Vote: _____

22. **CONSIDER A CONTRACT WITH CANDID MARKETING FOR MARKETING AND COMMUNICATIONS SERVICES FOR STRATEGIC MARKETING SERVICES FOR 2016**

Motion: _____ Second: _____ Vote: _____

23. **CONSIDER ORDINANCE NO. 1005 AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (ELHC XIV, LLC PROJECT) SERIES 2015, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$38,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF A WAREHOUSE AND DISTRIBUTION FACILITY, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH THE TRUSTEE SET FORTH THEREIN; AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH ELHC XIV, LLC; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.**

Motion: _____ Second: _____ Vote: _____

24. **CONSIDER ORDINANCE NO. 1006 AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE HOME RULE REVENUE BONDS (LOGISTICS PARK INFRASTRUCTURE PROJECTS) SERIES 2015A, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$10,155,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY OR REIMBURSE THE COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.**

Motion: _____ Second: _____ Vote: _____

25. **Report by the City Administrator**

- o Confirmation of Job Description for Maintenance Worker I (Utilities and Public Works)
- o Electric Vehicle Charging Station

26. **Report by the Mayor**

27. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (6) FOR PRELIMINARY DISCUSSION RELATED TO ACQUISITION OF REAL PROPERTY**

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

28. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (2) FOR CONSULTATION WITH CITY ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP**

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

29. **Future Meeting/Event Reminders:**

- December 16th Noon – Senior Lunch
- December 25th – City Hall Closed
- January 1st – City Hall Closed
- January 14th 7:00 PM – City Council Meeting

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

**City of Edgerton, Kansas
Minutes of City Council Regular Session
November 12, 2015**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on November 12, 2015. 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
Darius Crist	present
Clay Longanecker	present

Jody Brown	absent
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With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Community Development Director Kenny Cook
	City Attorney Patrick Reavey
	City Superintendent Mike Mabrey
	City Utility Clerk Nikki Walford
	Financial Advisor Karen Kindle
	Animal Control/Code Enforcement Charlie Lydon
	Johnson County Sheriff Department Representative

2. WELCOME AND PLEDGE OF ALLEGIANCE

3. CONSENT AGENDA

- Agenda Approval
- Approve City Council Meeting Minutes October 22 , 2015

Motion by Longanecker, seconded by Troutner, to approve the consent agenda.

Motion was approved, 4-0.

4. PUBLIC COMMENTS

None

5. DECLARATIONS BY COUNCIL MEMBERS

There were no declarations by any council members

6. CONSIDER REQUESTS FOR THE USE OF CITY OF EDGERTON WATER TOWERS FOR THE LOCATION OF EQUIPMENT TO PROVIDE WIRELESS INTERNET SERVICE WERE ADDRESSED

*Council member Brown arrived at the meeting at 7:05 p.m.

Present at the meeting was Mr. Aiken from Ottawa Kansas, representing Kansas Wi-Fi, LLC. Mr. Aiken discussed with Mayor and council about his business, which is wireless internet service. He spoke about how long they have been in business and his rates. After much discussion and the pros and cons of two businesses wanting to put antennas on our water towers, the council decided they would like more information and to discuss this matter at a later date.

7. PRELIMINARY DESIGN/BUILD AGREEMENT WITH BURNS & MCDONNELL/CAS CONSTRUCTION FOR EDGERTON WASTEWATER TREATMENT FACILITY CONVERSION AND CONVEYANCE SYSTEM WAS CONSIDERED

City Administrator Beth Linn and City Attorney Patrick Reavey advised city council that many revisions have been made to the agreement; however, after spending several hours they have an agreement that is acceptable. Jeff Keller with Burns & McDonnell/CAS construction was present, and advised that he has been working with the city attorney on the revisions made to the agreement.

Motion by Crooks, seconded by Longanecker, to approve the Preliminary Design/Build Agreement with Burns & McDonnell/CAS construction, for Edgerton Wastewater Treatment facility conversion and conveyance system.

Motion was approved, 5-0

8. SELECTION OF A VENDOR FOR AUTOMATED METER READING PROJECT AND AUTHORIZATION TO SUBMIT TO KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AS PREFERRED PROJECT WAS CONSIDERED

Beth Linn, City Administrator, introduced the selection team, consisting of: Mike Mabrey, City Superintendent; Nikki Walford, Utilities Clerk; and Karen Kindle, Financial & Accounting Support. They presented to council background information about the company, the financial part of payment, and the implementation of moving from the old system to the new system. Mike Mabrey recommended Neptune, the representatives said it should take approximately two days and two workers to complete the change. The City Administrator issued a "Thank You" to the selection team members for all their hard work and research.

Motion by Longanecker, seconded by Crooks, to authorize Neptune for automated meter reading project and authorize to submit to Kansas Department of Health and Environment as preferred project.

Motion was approved 5-0.

9. REPORT BY THE CITY ADMINISTRATOR

- Upcoming work sessions discussion: November 19th, 2015 at 6:30 pm Special Meeting with a work session to follow
- Need to cancel the meetings: Thanksgiving, November 26th, 2015 and Christmas Eve, December 24th, 2015.
- Work Session with the Sheriff's Department, December 10th 2015 at 6:00 pm, followed by the regular council meeting.
- Jet.com is having a hiring fair at the Learning and Career Center on the 18th of November 2015 from 4:00- 7:00 pm
- Updated research on breed specific Legislation

Beth Linn, City Administrator introduced Charlie Lydon, City of Edgerton Animal Control/Code Enforcement Officer, to explain the memo that he prepared for Mayor and council. Many items were discussed such as: Pit Bull Breed Dogs, Vicious Dogs, Dangerous Dogs, and total number of animals that can be had in a household, and many other items.

*Tegan Meadors, Park & Recreation Coordinator, has re-organized the Holiday Home Decoration Contest for this year. A suggestion was made to form a committee of three citizens and council to judge the contest. Homes that are to be judged need to be registered by December 9, 2015, citizens can register their own home or neighbors can register a house. The winner will be notified on Wednesday the 16th of December. The winner will receive a cash prize, special yard sign, and will be recognized at a City Council meeting.

*Council member Troutner shared a concern about leaves and sticks being left in the curb.

Mayor Roberts recessed the meeting for a five minute break at 9:50 pm.

Regular meeting reconvened at 9:55 pm.

10. EXECUTIVE SESSION

Motion by Longanecker, seconded by Brown, to recess into executive session under the land acquisition exception for fifteen minutes, to include City Administrator Beth Linn and City Attorney Patrick Reavey.

Motion was approved, 5-0.

Meeting recessed at 9:55 pm.

Motion by Brown, seconded by Crist, to reconvene regular meeting, no action taken.

Motion was approved, 5-0.

Meeting reconvened at 10:11 pm.

Motion by Crooks, seconded by Longanecker, to authorize the Mayor to accept the Easement from Burlington Northern Santa Fe for sole purpose of transferring easement to the City of Gardner.

Motion was approved, 5-0

Motion by Brown, seconded by Longanecker, to authorize Mayor to sign Transfer of Easement agreement as written.

Motion was approved, 5-0.

Motion by Longanecker, seconded by Troutner, to authorize City Administrator to sign any additional documents needed to resolve situation with City of Gardner waterline easement.

Motion was approved, 5-0.

Motion by Brown, seconded by Crooks, to approve November 19th, 2015 for Special Meeting.

Motion was approved 5-0

11. REPORT BY THE MAYOR

None

12. FUTURE MEETING/EVENT REMINDERS

- November 16th 4:30-6:30 pm – Big Bull Creek Public Open
- November 18th Noon – Senior Lunch
- November 18th 4 – 7 PM – Jet.com Hiring Fair at Learning and Career Center
- November 26th and 27th – City Hall CLOSED Thanksgiving
- December 4th 6:30 PM – Mayor's Christmas Tree Lighting and Meet Santa
- December 8th 7:00 PM – Planning Commission
- December 10th 7:00 PM – City Council Meeting
- December 16th Noon – Senior Lunch
- December 25th – City Hall Closed
- January 1st – City Hall Closed

13. ADJOURN

Motion by Longanecker, seconded by Crooks, to adjourn.

Motion was approved, 5-0.

The meeting adjourned at 10:18 p.m.

Janeice L. Rawles, CMC
City Clerk

Approved by the Governing Body on _____

**City of Edgerton, Kansas
Minutes of City Council Special Session
November 19, 2015**

A Special Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on November 19, 2015. The meeting convened at 6:30 p.m. with Mayor Roberts presiding, and City Clerk Janeice L. Rawles recording.

1. ROLL CALL

Charlie Troutner	present
Cindy Crooks	present
Darius Crist	present
Jody Brown	present

Clay Longanecker	absent
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With a quorum present, the meeting commenced.

Staff in attendance: City Administrator Beth Linn
 Community Development Director Kenny Cook
 Johnson County Sheriff Department Representative

2. WELCOME AND PLEDGE OF ALLEGIANCE

3. CONSENT AGENDA

- Agenda Approval
- Acceptance of Rights-of-Way and Easements for Waverly Road Project

Motion by Brown, seconded by Crist, to approve the consent agenda.

Motion was approved, 4-0.

4. PUBLIC COMMENTS

None

5. DECLARATIONS BY COUNCIL MEMBERS

There were no declarations by any council members

6. ORDINANCE NO. 1004 APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS AND ROAD RIGHT-OF-WAY NEEDED FOR CONSTRUCTING WAVERLY ROAD AND ASSOCIATED IMPROVEMENTS WAS CONSIDERED

City Administrator Beth Linn explained about the Prairie Tree Property and about the condemnation process. The City of Edgerton will continue to work with the property owners, however, have begun the condemnation process, in order to move forward with the project.

Motion by Crooks, seconded by Brown, to approve Ordinance No. 1004 approving the description and survey of lands necessary for acquisition of easements and road right-of-way needed for constructing Waverly Road and associated improvements.

Motion was approved, 4-0.

7. ADJOURN

Motion by Crooks, seconded by Crist, to adjourn.

Motion was approved, 4-0.

The meeting adjourned at 6:35 p.m.

Janeice L. Rawles, CMC
City Clerk

Approved by the Governing Body on _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Renewal of a Cereal Malt Beverage License application for 2016

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 2016

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 7, 2015

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Approval of Resolution No. 12-10-15A **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 12-10-15A

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

Recommendation: Approve Resolution 12-10-15A **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: Karen Kindle, Accountant
Date: November 30, 2015

RESOLUTION NO. 12-10-15A

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, 2015 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, 2015.

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, 2015.

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 10TH DAY OF DECEMBER, 2015.

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. 12-10-15B 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, 2016 to December 31, 2016. The attorney for the library recommended a few changes; however, the fees for 2016 remain the same. City Attorney will provide any comments during December 10, 2015 City Council meeting. A tracked copy of the agreement has been included in the packet.

Enclosure: Tracked copy to indicate changes to Facility Use and Maintenance Agreement
Resolution 12-10-15B
Facility Use and Maintenance Agreement with Board of Directors of the Johnson County Library

Related Ordinance(s) or Statute(s):

Recommendation: Approve Resolution No. 12-10-15B 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 7, 2015

FACILITY USE AND MAINTENANCE AGREEMENT -

MEMORANDUM OF RENEWAL

THIS FACILITY USE AND MAINTENANCE AGREEMENT – MEMORANDUM OF RENEWAL (the Agreement) is made this 14th day of December, 2015, 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 renew the center 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 has maintained a branch library facility at the Facility, ~~and~~ JCL desires to continue maintain ~~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/maintain the Facility and the Library Site for use by JCL. The City warrants that the Facility and the Library Site will be maintained/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 continue to 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 [continue 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 ~~continue 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 ~~one year~~~~five years~~ beginning January 1, 201~~6~~~~9~~ through December 31, 201~~6~~~~5~~, 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.

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~~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.~~

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~~5.3. 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.~~

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~~6.4.5. 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, 2015.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON
COUNTY LIBRARY

Donald Roberts, Mayor

Neil Shortlidge, Chair

ATTEST:

ATTEST:

Janeice Rawles, City Clerk

Pam Robinson, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

Fred J. Logan, Jr., Attorney

RESOLUTION NO. 12-10-15B

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, 2016.

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
10th DAY OF DECEMBER, 2015.

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 -

MEMORANDUM OF RENEWAL

THIS FACILITY USE AND MAINTENANCE AGREEMENT – MEMORANDUM OF RENEWAL (the Agreement) is made this _____ day of December, 2015, 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 renew the 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 has maintained a branch library facility at the Facility. JCL desires to continue 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, maintain the Facility and the Library Site for use by JCL. The City warrants that the Facility and the Library Site will be maintained 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 continue to 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 continue 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 continue to 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 one year beginning January 1, 2016 through December 31, 2016, 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. 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.
4. 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 ____ day of December, 2015.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON
COUNTY LIBRARY

Donald Roberts, Mayor

Neil Shortlidge, Chair

ATTEST:

ATTEST:

Janeice Rawles, City Clerk

Pam Robinson, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

Fred J. Logan, Jr., Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Approval of a Resolution No. 12-10-15C 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, was 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.

Enclosure: Resolution 12-10-15C

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

Recommendation: Approve a Resolution No. 12-10-15C Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 7, 2015

RESOLUTION NO. 12-10-15C

**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, 2015 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 10th DAY OF DECEMBER 2015.

ATTEST:

CITY OF EDGERTON, KANSAS

Janeice Rawles, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

EXHIBIT A
BOUNDARY DESCRIPTION OF THE
CITY OF EDGERTON, JOHNSON COUNTY, KANSAS

Commencing at the Northeast corner of Section 12, Township 15 South, Range 21 East, Johnson County, Kansas: thence West along the North line of said Section 12, a distance of 261.4 feet, to the point of beginning; thence South 0°44'53" East a distance of 507.4 feet; thence North 89°57'07" West a distance of 65.74 feet; thence North 0°44'53" West a distance of 318.04 feet; thence North 89°57'07" East a distance of 56.94 feet; thence North 0°44'53" West a distance of 44 feet more or less to the southeast corner of the KCPL substation tract; thence West along the south line of the KCPL substation tract a distance of 100 feet to the southwest corner of said KCPL tract; thence North along the West line of said KCPL tract a distance of 100 feet to the South right-of-way line of U.S. Highway 56; thence west along the South right-of-way of U.S. Highway 56 a distance of 264 feet more or less; thence South 16°02'00" East a distance of 767.51 feet; thence South 01°16'00" East a distance of 193.84 feet; thence S.69°03'E. 220.49 feet; thence S.88°38'E. to a point on the West right-of-way line of West 6th Street; thence along the West right-of-way line of West 6th Street North 200.50 feet; thence S.88°38'E. to the East line of said Section 12; thence South along said East line to a point which is 208.71 feet North of the Southeast corner of the Northeast ¼ of said Section 12; thence West parallel with the South line of said Northeast ¼, 228.71 feet; thence South 208.71 feet to the South line of said Northeast ¼; thence East along said South line, 228.71 feet to the Southeast corner of said Northeast ¼; thence South, along the East line of said Section 12 to a point 1,007.56 feet North of the Southeast corner of the Southeast ¼ of said Section 12; thence West 1,324.79 feet along the South line of the North 100 acres of the Southeast ¼ of said Section 12; thence South 20 feet along the West line of the East ½ of the Southeast ¼ of said Section 12; thence West 642 feet along the North line of the South 30 acres of the West ½ of the Southeast ¼ of said Section 12; thence South 471.43 feet; thence West 292.8 feet; thence South 515 feet to a point on the South line of said Section 12; thence East along the South line of said Section 12 to the Southwest corner of Section 7, Township 15 South, Range 22 East; thence continuing East along the South line of said Section 7 to the Southeast corner of the Southwest ¼ of the Southwest ¼ of said Section 7; thence North along the East line of the Southwest ¼ of the Southwest ¼ of said Section 7 to a point on the South line of the North ½ of the Southwest ¼ of said Section 7, which line is also the South line of Glendell Acres, Second Plat; thence East along said South line a distance of 463 feet to the Southeast corner of said Plat; thence North along the East line of said Plat to a point on the South line of Lot 41, Glendell Acres, First Plat; thence East along the South line of Glendell Acres, First Plat to a point 10.0 feet West of the Southeast corner of Lot 51, Glendell Acres, First Plat Amended; thence South 11°30'42" West, 464.48 feet; thence North 89°31'32" East, 90.24 feet to a point on the Northwest line of the Atchison, Topeka and Santa Fe Railroad Company right-of-way; thence Northeasterly along said Northwesterly railroad right-of-way line to a point on the South line of the Northeast ¼ of said Section 7; thence East along the South line of said Northeast ¼ a distance of 384 feet, more or less, to the Southwest corner of Lot 1, County Clerk's Subdivision of the Northeast ¼ of said Section 7; thence North and Northeasterly along the West and North lines of said Lot 1 to the Northeast corner thereof; thence South 84 feet to the Northwest corner of Lot 2 of said County Clerk's Subdivision; thence South along the West line of said Lot 2, approximately 566 feet to a point that is 150 feet North of the South Line of said Lot 1; thence Westerly parallel to and 150 feet North of the South line of said Lot 1 to a point 225 feet from the East line of said Lot 1; thence Southerly parallel to and 225 West of the East line of said Lot 1 approximately 150 feet to the South line of said Lot 1; thence Easterly along the South line of said Lot 1 approximately 225 feet to the Southeast corner of said Lot 1, said point also being the Southwest corner of said Lot 2; thence East along the South line of said Lot 2 to the Southeast

corner of said Lot 2; said point also being the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 7 and the Northwest corner of the Southwest $\frac{1}{4}$ of Section 8, Township 15 South, Range 22 East; thence South along the West line of the Southwest $\frac{1}{4}$ of said Section 8 to the Southwest corner of said Section 8; thence South along the West line of the Northwest $\frac{1}{4}$ of Section 17, Township 15 South, Range 22 East, Johnson County, Kansas, 378 feet; thence West parallel to the North line of the Northeast $\frac{1}{4}$ of Section 18, Township 15 South, Range 22 East, Johnson County, Kansas, 576.20 feet; thence North parallel to the East line of said Northeast $\frac{1}{4}$, 378 feet to a point on the North line of said Northeast $\frac{1}{4}$; thence West along said North line of said Northeast $\frac{1}{4}$ to the Northwest corner of said Northeast $\frac{1}{4}$; thence South along the West line of said Northeast $\frac{1}{4}$, 920.40 feet; thence West parallel to the North line of the Northwest $\frac{1}{4}$ of said Section 18, approximately 1,140 feet to a point on the Easterly line of a tract of land conveyed to the Southern Kansas Railway Company in that certain warranty deed dated April 26, 1899 and recorded June 15, 1899 in book 79 at page 626 of register of deeds records of Johnson County, Kansas; thence South $17^{\circ} 25'$ East, along said Easterly line of said tract, 200 feet; thence South $72^{\circ} 35'$ West, along the Southerly line of said tract, 237.4 feet to a point on the West line of the East $\frac{1}{2}$ of said Northwest $\frac{1}{4}$ of Section 18; thence South along said West line, 345 feet, to the point of beginning of a certain tract of land conveyed to the Southern Kansas Railway Company in that certain warranty deed dated April 26, 1899 and recorded June 15, 1899 in book 79 at page 624 of register of deeds records of Johnson County, Kansas; thence South 26° East along the Northeasterly line of said tract, 400 feet; thence South 26° West along the Southeasterly line of said tract, 195 feet to a point on said West line of the East $\frac{1}{2}$ of said Northwest $\frac{1}{4}$; thence South along said West line to the Southwest Corner of the East $\frac{1}{2}$ of said Northwest $\frac{1}{4}$ of Section 18; thence East along the South line of said East $\frac{1}{2}$ to the Southeast corner of said Northwest $\frac{1}{4}$ of Section 18; thence South 904.4 feet along the West line of the Southeast Quarter of said Section 18 to the North right-of-way line of Interstate 35; thence Northeasterly along the North right-of-way line of said I-35 to a point on the North line of the Southeast Quarter of said Section 18, said point being 1017.6 feet West of the Northeast corner of the Southeast Quarter of said Section 18; thence Northeasterly along said right of way line of Interstate 35 approximately 1,325.7 feet to a point on said existing right of way line of Interstate 35 that is 100 feet West of and 879.9 feet North of the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 18; thence Northeasterly continuing along said right of way line of Interstate 35, 555.1 feet; thence East 25.0 feet to a point on the East line of said Northeast $\frac{1}{4}$, said point being 1429.9 feet North of the Southeast corner of said Northeast $\frac{1}{4}$; thence East 25.00 feet to a point on the Northerly right-of-way of I-35, thence South $07^{\circ}14'53''$ East along said right-of-way, 704.57 feet; thence South $85^{\circ}51'43''$ East along said right-of-way, 746.60 feet; thence North $78^{\circ}07'04''$ East along said right-of-way, 401.10 feet; thence North $73^{\circ}49'42''$ East along said right-of-way, 1,316.03 feet, to a point on the East line said Northwest $\frac{1}{4}$; thence North along said East line to the Northeast corner of said Northwest $\frac{1}{4}$; thence continuing North along the East line of the Southwest $\frac{1}{4}$ of Section 8, Township 15 South, Range 22 East 1,320.38 feet to the South line of an existing cemetery; thence West along the South line of the existing cemetery to the Southwest corner of said cemetery; thence North along the West line of said cemetery to the Northwest corner of said cemetery; thence East along the North line of said cemetery to a point on the East line of said Southwest $\frac{1}{4}$; thence North along said East line to the Northeast corner of said Southwest $\frac{1}{4}$; thence West along the North line of said Southwest $\frac{1}{4}$ to the Northwest corner of said Southwest $\frac{1}{4}$ and the Southeast corner of Lot 2 of County Clerk's Subdivision of the Northeast $\frac{1}{4}$ of said Section 7; thence North along the East line of said Lot 2 to the North line of the South 775.50 feet of said Lot 2 of said County Clerk's Subdivision; thence West along the North line of the South 775.50 feet of said Lot 2 to a Northwesterly line of said Lot 2; thence Northeasterly along the Northwesterly lines of said Lot 2 to a point on the Southeasterly right-of-way line of the original right-of-way of the Kansas City and Santa Fe Railroad Company, now the Atchison, Topeka and Santa Fe Railway Company,

said point being 100.00 feet Southeasterly of and measured at right angles to the original center line of main track of said Railroad Company; thence Northeasterly along said right-of-way line, 165.0 feet, more or less, to a point on the Northeasterly right-of-way line of the S.M. Crockett Road No. 61; thence Southeasterly along said road right-of-way to the Southeast corner of Lot 4 of the County Clerk's Subdivision of part of the Northeast $\frac{1}{4}$ of Section 7 and part of the Northwest $\frac{1}{4}$ of Section 8, said Southeast lot corner being a point on the East line of Section 7, 1,152.3 feet, more or less, North of the Southeast corner of the Northeast $\frac{1}{4}$ of Section 7; thence Northerly along the East line of Section 7 to the Southwest corner of Lot 1 of County Clerk's Subdivision of the Northwest $\frac{1}{4}$ of Section 8; thence Northeasterly along the Southeast line of said Lot 1 a distance of 1,110 feet, more or less; thence Northwest on a line that is perpendicular to the Southeast line of said Lot 1, a distance of 50.0 feet, more or less, to the South right-of-way line of the existing Atchison, Topeka, and Santa Fe Railroad Company tracks; thence Westerly along said South right-of-way line to a point on the Eastward extension of the North right-of-way line of Nelson Street; thence Westerly along said North right-of-way line, a distance 235.0 feet, more or less, to a point on the Westerly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company; thence Northeasterly along said right-of-way a distance of 175 feet, more or less, to a point on the West right-of-way line of Sixth Street; thence Northerly along the West right-of-way line of Sixth Street a distance of 180.0 feet, more or less; thence Easterly 60.0 feet to a point on the Northwesterly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company, common to the Southeast corner of Lot 7 of County Clerk's Subdivision; thence Northeasterly along said right-of-way, a distance of 843.0 feet to the Northeasterly corner of Lot 8; thence Westerly along the Northerly boundary of Lot 8 to a point on the centerline of Sixth Street; thence Northerly 140 feet, more or less, to the North line of Section 7; thence Easterly long the North line of Section 7 to the Northwesterly right-of-way of the Atchison, Topeka and Santa Fe Railroad Company; thence Northeasterly along said Northwesterly railroad right-of-way to the East line of Section 6, Township 15 South, Range 22 East; thence North along said East line 90 feet to a point 2,026 feet South of the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 6; thence Southwesterly along the Northerly right-of-way line of U.S. Highway 56 and a curve to the right 670 feet, more or less; thence continuing along said Northerly right-of-way line North at right angles 30 feet, more or less; thence Southwesterly along said right-of-way 625 feet to a point on the centerline of Bull Creek, said point being 160 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line North and West along the centerline of said Bull Creek to a point 280 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line Northerly 60 feet; thence continuing along said Northerly right-of-way line Westerly 95 feet; thence continuing along said Northerly right-of-way line Southerly perpendicular to the South line of said Section 6, a distance of 260 feet to a point 56 feet North of said South line of said Section 6; thence continuing along said Northerly right-of-way line Westerly 523 feet, more or less, to a point 54.6 feet North of the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 6; thence continuing along said Northerly right-of-way line South along the West line of the Southeast $\frac{1}{4}$ of said Section 6, 10 feet; thence continuing along said Northerly right-of-way line Westerly to a point 40 feet East of and 40 feet North of the Southwest corner of the Southwest $\frac{1}{4}$ of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 North of the South line of said Section 6 to the West line of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 feet North of the South line of the Southeast $\frac{1}{4}$ of Section 1, Township 15 South, Range 21 East, 261.4 feet; thence South 40 feet to a point on the South line of said Section 1 and the Point of Beginning.

AND ALSO the following described tract: A part of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 17, Township 15, Range 22, Johnson County, Kansas, more particularly described as follows:

Beginning at the Southeast corner of the North $\frac{1}{2}$ of said Southwest $\frac{1}{4}$; thence North $89^{\circ}32'17''$ West along the South line of the North $\frac{1}{2}$ of said Southwest $\frac{1}{4}$ a distance of 1,674.61 feet; thence North $0^{\circ}06'49''$ West a distance of 297.00 feet; thence North $89^{\circ}32'17''$ West a distance of 765.15 feet to a point on the Southeasterly right-of-way of I-35; thence North $5^{\circ}18'35''$ East along said right-of-way a distance of 766.23 feet; thence North $51^{\circ}55'54''$ East along said right-of-way a distance of 1,028.81 feet; thence North $73^{\circ}49'42''$ East along said right-of-way a distance of 1,627.82 feet to the East line of said Northwest $\frac{1}{4}$; thence South $0^{\circ}06'21''$ West along the East line of said Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ a distance of 2,167.35 feet to the point of beginning, except any part in roads or highways;

AND ALSO the following described tract: Commencing at the Northwest corner of the Southwest $\frac{1}{4}$ of Section 11, Township 15, Range 21; thence South $00^{\circ}00'00''$ East along the West line of said Southwest $\frac{1}{4}$, 58.71 feet; thence North $90^{\circ}00'00''$ East, 20.00 feet to a point of the existing East right-of-way line of County Line Road and the Point of Beginning; thence North $90^{\circ}00'00''$ East, 210.00 feet; thence South $00^{\circ}00'00''$ East 210.00 feet; thence North $90^{\circ}00'00''$ West, 210.00 feet to a point on said East right-of-way line; thence North $00^{\circ}00'00''$ East along said East right-of-way line, 210.00 feet to the Point of Beginning: (This Tract Not Shown)

AND ALSO the North Half of the Southeast Quarter of Section 32, Township 14, Range 22, Johnson County, Kansas EXCEPT the North (27) rods (455.5 feet) of the West (12) roads (198 feet) thereof

AND EXCEPT

Beginning on the North line of the Southeast Quarter of Section 32, Township 14, Range 22, Johnson County, Kansas, at a point 198 feet East of the West line of said Quarter Section; thence South 89 degrees, 55 minutes, 45 seconds East along said North line a distance of 24 feet; thence South 0 degrees, 36 minutes, 41 seconds East a distance of 397.50 feet; thence North 89 degrees 55 minutes, 45 seconds West a distance of 24 feet; thence North 00 degrees 36 minutes 41 seconds West a distance of 397.50 feet to the point of beginning.

AND EXCEPT

Beginning on the West line of Southeast Quarter of Section 32, Township 14, Range 22, at a point 397.50 feet South of the Northwest corner thereof; thence South along said West line a distance of 48 feet; thence South 89 degrees 55 minutes 45 seconds East a distance of 218 feet; thence North 0 degrees 36 minutes 41 seconds West a distance of 48 feet; thence North 89 degrees 55 minutes 46 seconds West a distance of 48 feet; thence North 89 degrees 55 minutes 45 seconds West a distance of 218 feet to the point of beginning, EXCEPT beginning at a point on the West line of the Southeast Quarter of Section 32, Township 14, Range 22, Johnson County, Kansas, 397.50 feet South of the Northwest corner of said Quarter Section; thence South along the West line of said Section 32, a distance of 48 feet; thence East 198 feet on a line bearing South 89 degrees 55 minutes 45 seconds East; thence North 48 feet on a line bearing North 0 degrees 36 minutes 41 seconds West; thence 198 feet to the point of beginning.

AND EXCEPT

A tract of land located in and being a part of the North Half of the Southeast Quarter of Section 32, Township 14, Range 22, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Southeast Quarter of said Section 32; thence South 89 degrees 18 minutes 55 seconds East along the North line of said Southeast Quarter a distance of 1320.08 feet; thence South 00 degrees 00 minutes 53 seconds West a distance of 264.85 feet; thence South 89 degrees 59 minutes 07 seconds East a distance of 278.00 feet to the true point of beginning; thence continuing South 89 degrees 59 minutes 07 seconds East a distance of 862.00 feet; thence South 00 degrees 00 minutes 53 seconds West a distance of 190.00 feet; thence South 67 degrees 04 minutes 37 seconds West a distance of 390.00 feet; thence South 00 degrees 00 minutes 53 seconds West a distance of 342.35; thence North 89 degrees 59 minutes 07 seconds West a distance of 502.00 feet; thence North 00 degrees 00 minutes 53 seconds East a distance of 684.70 feet to the point of beginning, except that part in public roads.

AND

A tract of land located in and being a part of the North Half of the Southeast Quarter of Section 32, Township 14, Range 22, Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 32; thence South 89 degrees 18 minutes 55 seconds East along the North line of said Southeast Quarter at a distance of 1320.08 feet; thence South 00 degrees 00 minutes 53 seconds West a distance of 264.85 feet; thence South 89 degrees 59 minutes 07 seconds East at a distance of 278.00 feet to the true point of beginning; thence continuing South 89 degrees 59 minutes 07 seconds East a distance of 862.00 feet; thence South 00 degrees 00 minutes 53 seconds West a distance of 190.00 feet; thence South 67 degrees 04 minutes 37 seconds West a distance of 390.00 feet; thence South 00 degrees 00 minutes 53 seconds West a distance of 342.35 feet; thence North 89 degrees 59 minutes 07 seconds West a distance of 502.00 feet; thence North 00 degrees 00 minutes 53 seconds East a distance of 684.70 feet to the point of beginning, except that part in public roads.

ALSO

All that part of the Northeast Quarter of Section 5, Township 15, Range 22, in Johnson County, Kansas, lying North and West of the North right of way line of U.S. Highway 56 as now established and West of the West bank of a small branch running North and South across the Northeast corner thereof and containing 70 acres more or less.

NOTE: The aforesaid legal description was contained in the original conveyance. However, said legal description now excepts Deeds filed in Book 1147, Page 195; Book 1263, Page 725; Book 1436, Page 879; Book 1450, Page 267; Book 1571, Page 304; Book 2667, Page 371; Book 3143, Page 314; Book 3568, Page 121; Book 4835, Page 632.

AND

Beginning at the Northeast Corner of the Northeast Quarter of Section 5, Township 15, Range 22, Johnson County, Kansas; thence West along the North line of said Northeast Quarter a distance of 553.65 feet; thence S. 23 ° 10' E. along the top bank of a Branch a distance of 494.93 feet more or less to the Northerly Right-of-Way of K-56 Highway; thence N. 48° 11'13"E. along said Right-of-Way a distance of 480.01 feet more or less to the East line of said Northeast

Quarter; thence N.0° 29'53"E. a distance of 135 feet more or less to the Point of Beginning, together with an easement described as: Right of Ingress and Egress Easement; all of the Southeasterly 15 feet (being parallel to the Northerly Right-of-Way of K-56 Highway) of the above described tract and the East 15 the above described tract.

NOTE: The aforesaid legal description was contained on the original conveyance. However, said legal description now accepts a portion of Deeds filed in Book 3143, Page 314; and Book 3568, Page 121.

All that part of the Southwest Quarter of Section 5, Township 15, Range 22, lying Northwesternly of the West right of way line of Highway No. 50 (now known as Highway No. 56).

The South Half of the Northwest Quarter of Section 5, Township 15, Range 22, except the following tract: Beginning at the Southeast corner of said Northwest Quarter; thence West 193 feet, more or less, to a point 175 feet North at right angles of the center line of the Atchison, Topeka and Santa Fe Railroad (now known as the Burlington Northern Santa Fe Railroad); thence in an Easterly direction parallel to said railroad 250 feet, more or less, to the East line of said Northwest Quarter; thence South along said line 158 feet, more or less, to the place of beginning.

AND

All that part of the Southwest Quarter of Section 5, Township 15, Range 22, lying Northwesternly of the West right of way line of Highway No. 50 (now known as Highway No. 56).

The South 1/2 of the Southeast 1/4 of Section 32, Township 14, Range 22, Johnson County, Kansas, containing 80 acres more or less; EXCEPT THE FOLLOWING: Beginning at the SE corner of the SE 1/4 of the SE 1/4 of said Section 32; thence Northerly along the East line of said SE 1/4, a distance of 55.00 feet; thence Westerly parallel to the South line of said SE 1/4, a distance of 830.00 feet; thence Southerly 55.00 feet to said South line; thence Easterly along said South line to the point of beginning except that part now existing in road right-of-way for 191st Street, containing 0.67 acres, more or less.

Commencing at the Northwest corner of the Northeast Quarter of Section 5, Township 15, Range 22, Johnson County, Kansas thence South 1402.5 feet; thence East 1200 feet to the North line of US. 56 Highway, thence North 46° 33' 26" East 585.35 feet, along said North line of US. 56 Highway, thence West 440 feet; thence North 1000 feet; thence West 300 feet; thence South 513 feet; thence West 850 feet; thence North 513 feet; thence West 35 feet to the point of beginning.

NOTE: The above legal description was on the original Warranty Deed. Since said Warranty Deed a portion of the above legal description, described as follows, has since been conveyed:

Commencing at the Northwest corner of the Northeast Quarter of Section 5, Township 15, Range 22, Johnson County, Kansas, thence South 1402.5 feet, thence East 470 feet to the point of beginning, thence East 730 feet, thence North 46 ° 33' 26" East 585.35 feet, thence West 440 feet, thence North 93 feet, thence West 715 feet, thence South 495.5 feet to the point of beginning.

AND

Beginning at the Northeast Corner of the Northeast Quarter of Section 5, Township 15, Range 22, Johnson County, Kansas; thence West along the North line of said Northeast Quarter a distance of 553.65 feet; thence S. 23 ° 10' E. along the top bank of a Branch a distance of 494.93 feet more or less to the Northerly Right-of-Way of K-56 Highway; thence N. 48° 11'13"E. along said Right-of-Way a distance of 480.01 feet more or less to the East line of said Northeast Quarter; thence N.0° 29'53"E. a distance of 135 feet more or less to the Point of Beginning, together with an easement described as: Right of Ingress and Egress Easement; all of the Southeasterly 15 feet (being parallel to the Northerly Right-of-Way of K-56 Highway) of the above described tract and the East 15 the above described tract.

NOTE: The aforesaid legal description was contained on the original conveyance. However, said legal description now accepts a portion of Deeds filed in Book 3143, Page 314; and Book 3568, Page 121.

ALSO:

All that part of the southwest quarter of Section 33, township 14, Range 22, which lies northwesterly of the right of way of state highway known as U.S. Highway no. 50 (now known as US Highway No. 56) as said highway is described in deed recorded in Book 155 of Deeds at page 69, containing less the exception 90 acres more or less, Johnson County, Kansas

ALSO: ANNEXATION ORDINANCE NO. 883 AND 894

TRACT 1:

All that part of the southwest quarter of Section 33, Township 14, Range 22, which lies northwesterly of the right of way of state highway now known as U.S. Highway No. 56 as said highway is described in deed recorded in Book 155 of Deeds at page 69, containing less the exception 90 acres more or less, Johnson County, Kansas.

EXCEPT

The part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 14 South, Range 22 East of the 6th PM in Johnson County, Kansas, lying West of the existing fence line and more particularly described as follows:

Commencing at the West Quarter corner of Section 33, Township 14, Range 22 East: Then South 00° 02' 04" East, along the West line of the Northwest Quarter of the Southwest Quarter of Section 33, a distance of 196.00 feet to the point of beginning. Then following the existing fence line, the following fourteen courses: South 21° 51' 03" East, 21.55 feet, South 85° 47' 21" East 29.69 feet, South 15° 17' 19" East 91.21 feet, South 06° 50' 34" East 67.48 feet, South 00° 46' 13" West 71.41 feet, South 03° 34' 03" East 48.69 feet, South 02° 48' 19" West 20.02 feet, South 06° 33' 37" West 26.17 feet, South 15° 54' 27" West 14.55 feet, South 09° 33' 34" West 213.65 feet, South 00° 30' 16" East 244.21 feet, South 00° 23' 41" West 133.50 feet, South 00°

45' 37" West 159.01 feet, South 14° 08' 19" West 28.61 feet, to the South line of the Northwest Quarter of the Southwest Quarter of Section 33; Then North 89° 20' 57" West, along that South line, a distance of 19.79 feet to the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 33; Then North 00° 02' 04" West, along the West line of the Northwest Quarter of the Southwest Quarter of Section 33, a distance of 1132.06 feet to the point of beginning. Containing 1.082 acres M/L. Bearings are based on the West line of Section 32, Township 14 South, Range 22 East, being true North.

AND EXCEPT

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 33, Township 14, South, Range 22 East, Johnson County, Kansas; more particularly described as follows:

Beginning at the Southwest corner of said Section 33; thence Northerly along the West line of said Section 33, a distance of 55.00 feet; thence Easterly parallel to the South line of said Section to a point of the western right-of-way line of U.S. Highway 56; thence Southwesterly along the West right-of-way line of said highway to a point on the South line of said Section 33; thence Westerly along the South line of said Section 33 to the point of beginning, except that part now existing in road right-of-way for 191st Street, containing 0.16 acres, more or less.

PROPERTY IDENTIFICATION NO. 4F221433-2001

TRACT 2:

Section 34, SW. 1/4 of Section 26, South 1/2 of Section 27, SW. 1/4 and East 1/2 of Section 33, All Being in being in Township 14 South, Range 22 East, ALSO the NE. 1/4 of Section 3, Township 15 South, Range 22 East

All that part of Section 34, the Southwest Quarter of Section 26, the South Half of Section 27, the Southwest Quarter and East Half of Section 33, being in Township 14 South, Range 22 East, Johnson County, Kansas, together with a portion of the Northeast Quarter and the Northwest Quarter of Section 3, Township 15 South, Range 22 East in said County and State, all being more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter of said Section 34; thence South 01 degree 56 minutes 21 seconds East along the East line of said Quarter Section, a distance of 2,652.11 feet to the Southeast corner of said Northeast Quarter, being also Northeast corner of the Southeast Quarter of said Section 34; thence South 01 degree 56 minutes 06 seconds East along the East line of said Quarter Section, a distance of 2,651.94 feet to the Southeast corner of said Southeast Quarter; thence South 88 degrees 09 minutes 02 seconds West along the South line of said Quarter section, a distance of 1,316.87 feet to the Southwest corner of the East Half of the Southeast Quarter of said Section 34, being also the Northeast corner of the West Half of the Northeast Quarter of said Section 3; thence South 01 degrees 20 minutes 28 seconds East along the East line of the West Half of the Northeast Quarter of said Section 3, a distance of 2,666.23 feet to the Southeast Corner of the West Half of the Northeast Quarter of said Section 3; thence South 88 degrees 20 minutes 46 seconds West along the South line of the West Half of said Northeast Quarter, a distance of 540.09 feet to the Southeast Corner of the West 768.4 feet of the Northeast Quarter of said Section 3; thence North 01 degree 31 minutes 15 seconds West along the East line of the West 768.4 feet of said Northeast Quarter, a distance of 1739.32 feet to a point 925.00 feet southerly of the Northeast corner of the West 768.4 feet of said Northeast Quarter said point being the Southeast corner of Ordinance No.

894; thence along the South line at Ordinance No. 894, West 388.4 feet parallel to the North line at said Quarter Section; thence along the South line of said Ordinance No. 894 Northwesterly 370.98 feet to the Southwest corner of said Ordinance No. 894 being 30 feet Easterly of the West line of said Quarter Section; thence along the West line of said Ordinance No. 894 North 802.00 feet to a point on the North line of said Quarter Section, the Northwest corner of said Ordinance No. 894 and a Southerly line of Ordinance No. 883; thence South 88 degrees 09 minutes 02 seconds West along the South line of Southeast Quarter of said Section 34, a distance of 30.00 feet to the Southwest corner of the Southeast Quarter of said Section 34, being also 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 to the Southeast corner of the tract of land described as the J.A. Pearce Tract in the 1892 Re-Survey of said Section 34; thence North 02 degrees 16 minutes 32 seconds West along East line of said J.A. Pearce Tract to the North right-of-way line of West 191st Street; thence along the North right-of-way line of said 191st Street Westerly 1520.50 feet more or less to the West line of the said J.A. Pearce Tract; thence along the west line of the said J.A. Pearce Tract, South to the Southwest corner of the said J.A. Pearce Tract, being also a point on the South line of the Southwest Quarter of said Section 34 being the North line of the Northwest Quarter of Section 3, Township 15 South, Range 22 East; thence along the North line of the Northwest Quarter of said Section 3, EAST to a point 1035.25 feet East of the Northwest corner of said Section 3 (said point being the Northeast corner of Annexation Ordinance No. 903); thence along the East South and West lines of said Ordinance No. 903 the following 5 courses (1) S. 0° E. 355.05 feet; thence (2) S. 90° E. 284.30 feet; thence (3) S. 0°18'01" W. 2300.09 feet to a point on the South line of the Northwest Quarter of said Section 3; thence along the South line of the Northwest Quarter of said Section 3, (4) N. 89°44'38" W. 1291.75 feet to the West Quarter corner of said Section 3; thence (5) N. 0°20'27" W. 2649.33 feet to the Northwest corner of said Ordinance No. 903 being the Northwest corner of said Section 3 and the Southeast corner of the Southeast Quarter of Section 33, Township 14 South, Range 22 East; thence South 88 degrees 33 minutes 21 West along the South line of the Southeast Quarter of said Section 3, a distance of 2,634.02 to the Southwest corner of the Southeast Quarter of said Section 33, being also the Southeast corner of the Southwest Quarter of said Section 33; thence South 88 degrees 17 minutes 30 seconds West along the South line of said Quarter Section, a distance of 2,107.45 feet to a point on the Southeasterly right-of-way line of the most Northwesterly tracks of the B.N.S.F. Railroad (being the most Northwesterly of the two B.N.S.F. Railroad tracks as they now exist through said Section 26, 27, 33 and 34 and formerly being the Atchison, Topeka, and Santa Fe Railroad Company), said point being 65 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence Northeasterly along the Southeasterly right of way line of the most Northwesterly tracks of said B.N.S.F. Railroad, the following courses and distances; thence North 46 degrees 47 minutes 43 seconds East, 65 feet Southeasterly of and parallel with the centerline of said main track, a distance of 2,783.57 feet to a jog in said Southeasterly right of way line, being also a point on the East line of the Southwest Quarter of said Section 33; thence North 02 degrees 24 minutes 33 seconds West along the East line of the Southwest Quarter of said Section 33, being also along a jog in said Southeasterly right of way line, a distance of 19.81 feet to a point 50 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 46 degrees 47 minutes 43 seconds East, 50 feet Southeasterly of and parallel with the centerline of said main track, a distance of 1,791.25 feet to a jog in said Southeasterly right of way line; thence South 43 degrees 12 minutes 17 East, perpendicular to the last described course and being along a jog in said Southeasterly right of way line, a distance of 50 feet to a point 100 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 46 degrees 47 minutes 43 seconds East, 100 feet Southeasterly of and

parallel with the centerline of said main track, a distance of 1,670.24 feet to a jog in said Southeasterly right of way line, being also a point on the East line of the Northeast Quarter of said Section 33; thence North 02 degrees 35 minutes 02 seconds West along the East line of the Northeast Quarter of said Section 33; thence North 02 degrees 35 minutes 02 seconds West along the East line of the Northeast Quarter of said Section 33, being also along a jog in said Southeasterly right of way line, a distance of 65.87 feet to a point 50 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 46 degrees 47 minutes 43 seconds East, 50 feet Southeasterly of and parallel with the centerline of said main track, a distance of 1,851.68 feet; thence Northeasterly along a curve to the right, tangent to the last described course and 50 feet Southeasterly of and coincident with the centerline of said main track, having a radius of 5,776.69 feet and a central angle of 14 degrees 59 minutes 22 seconds, an arc length of 1,511.27 feet to a jog in said Southeasterly right of way line, being also a point on the East line of the Southwest Quarter of said Section 27; thence South 01 degree 56 minutes 18 seconds East along the East line of the Southwest Quarter of said Section 27, being also along a jog in said Southeasterly right of way line, a distance of 55.82 feet to a point 100 feet Southeasterly of the centerline of the main track of said railroad, as measured radially to the centerline thereof; thence Northeasterly along a curve to the right, said curve being 100 feet Southeasterly of and coincident with the centerline of said main track, having an initial tangent bearing of North 61 degrees 32 minutes 15 second East, a radius of 5,726.69 feet and a central angle of 01 degrees 37 minutes 04 seconds, an arc length of 161.70 feet; thence North 63 degrees 09 minutes 19 seconds East, tangent to the last described curve and being 100 feet Southeasterly of and parallel with the centerline of the main track of said railroad, a distance of 835.32 feet to a jog in said Southeasterly right of way line, being also a point on the North line of the South Half of the Southeast Quarter of said Section 27; thence South 88 degrees 25 minutes 01 seconds West along the North line of the South Half of the Southeast Quarter of said Section 27, being also along a jog in said Southeasterly right of way line, a distance of 117.16 feet to a point 50 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 63 degrees 09 minutes 19 seconds East, along a line 50 feet Southeasterly of and parallel with the centerline of the main track of said railroad, a distance of 2,035.09 feet to a point on the East line of the Southeast Quarter of said Section 27; thence South 02 degrees 08 minutes 36 seconds East along the East line of the Southeast Quarter of said Section 27, being no longer along the Southeasterly right of way line of the most Northwesterly tracks of said B.N.S.F. Railroad, a distance of 1,602.74 feet to a point on the Southeasterly right-of-way line of the most Southeasterly tracks of the B.N.S.F. Railroad (being the most Southeasterly of the two B.N.S.F. Railroad tracks as they now exist through said Sections 26, 27, 33 and 34 and formerly being the Atchison, Topeka and Santa Fe Railroad Company), said point being 50 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 55 degrees 20 minutes 16 seconds East along the Southerly right-of-way line of said railroad, 50 feet Southeasterly of and parallel with the centerline of the main track of said railroad, a distance of 3,0864.04 feet to a point on the East line of the Southwest Quarter of said Section 26; thence South 02 degrees 00 minutes 12 seconds East along the East line of the Southwest Quarter of said Section 26, a distance of 2,273.43 feet, to the Southeast corner of the Southwest Quarter of said Section 26; thence South 88 degrees 32 minutes 09 seconds West along the South line of said Section 26, a distance of 2,596.81 to the Point of Beginning. Subject to all covenants, restrictions, reservations and easements now of record thereon.

ALSO INCLUDING:

All the right-of-way as presently established for the most Northwesterly tracks of the B.N.S.F. Railroad (being the most Northwesterly of the two B.N.S.F. Railroad tracks (formerly being the

Atchison, Topeka and Santa Fe Railroad Company), as the right-of-way now exists through the West Half of Section 26, the South Half of Section 27, the Northwest Quarter of Section 34, the Northeast Quarter and South Half of Section 33, ALSO, all of the right-of-way as presently established for the most Southeasterly tracks of the B.N.S.F. Railroad (being the most Southeasterly of the two B.N.S.F. Railroad tracks (formerly being the Atchison, Topeka and Santa Fe Railroad Company), as said right-of-way now exists through the Southwest Quarter of said Section 26, being in all Township 14 South, Range 22 East in Johnson County, Kansas.

Containing a net area of 43,733,159 square feet of 1,003.975 acres, more or less, said net area includes the existing right-of-way reserved for 183rd Street and Four Corners Road and also includes the aforesaid B.N.S.F. Railroad right-of-way EXCEPT that part of said most Southeasterly tracks in said Section 26 and EXCEPT that part of said most Northwestern tracks in said Section 26, 27, 33 and 34. Said net area also EXCLUDES the existing right-of-way reserved for Waverly Road and 191st Street, and 15.186 acres in Ordinance No. 894.

ALSO: Annexation Ordinance No. 900

The East One-Third (1/3) of Northeast Quarter (NE ¼) excluding 1.66 acres in Highway of Section 9, Township 15, Range 22, in Johnson County, Kansas

ALSO: Annexation Ordinance No. 920 (and recorded in the District Court of Johnson County Case No. 12CV1979)

Description: For WWTP Site

A tract of land in the southeast quarter of Section 9, Township 15 South, Range 22 east of the 6th p.m. in Johnson County, Kansas, more particularly described as follows:

Commencing at the south quarter of said Section 9, thence along the west line of the southeast quarter of said Section 9

N.2°08'59"W. 365.07 feet to the south right-of-way line of I-35 highway (presently proposed right-of-way for KDOT Project No. 35-46 KA-1109-02); thence along the said right-of-way line

N.57°44'05"E. 774.44 to the point of beginning; thence continuing along the said south right-of-way line the following three courses

(1) N.57°44'05"E. 28.18 feet; thence

(2) N.56°06'51"E. 503.92 feet; thence

(3) N.63°13'19"E. 318.45 feet to a point on the west line of a tract conveyed to the Secretary of Transportation of the State of Kansas recorded in book 201106 on page 8131 at the Johnson County Register of Deeds; thence along the westerly line of the said Secretary of Transportation tract the following two courses

(1) S.34°35'42"E. 492.68 feet; thence

(2) N.87°37'04"E. 133.07 feet; thence

S.2°16'42"E. 215.00 feet; thence

S.87°43'18"W. 460.00 feet; thence

S.2°10'15"W. 482.90 feet to a point 60.00 feet northerly of (measured perpendicular to) the south line of the southeast quarter of said Section 9; thence parallel to and 60.00 feet northerly of the south line of the southeast quarter of said Section 9
S.88°10'10"W. 199.06 feet; thence
N.34°35'42"W. 829.21 feet to the point of beginning, containing 14.438 acres.

ALSO: Annexation Ordinance No. 952

Parcel 1

Beginning at the Northwest corner of the East ½ of the Northeast ¼ of Section 3, Township 15, Range 22, Johnson County, Kansas; thence South 330 feet; thence East 575.1 feet; thence North 330 feet; thence West 575.1 feet to the point of beginning, except that part in road and except the East 390.46 feet of the West 575.10 feet of the North 40.00 feet of the East ½ of the Northeast ¼ of Section 3, Township 15, Range 22, Johnson County, Kansas, excluding the existing road right-of-way.

Parcel 2

That part of the Northeast Quarter of Section 3, Township 15, Range 22, Johnson County, Kansas, described as: Beginning at a point on the North line of said Northeast Quarter which is 480 feet West of the Northeast corner of said Northeast Quarter; thence South 330 feet; thence West 264.0 feet, more or less, to a point which is 575.1 feet East of the West line of the East half of said Northeast Quarter; thence North 330 feet, more or less to a point on the North line of said Northeast Quarter which is 575.1 feet East of the Northwest corner of said East half; thence East along said North line 264.0 feet, more or less, to the point of beginning, except the North 40 feet thereof deeded for Street or Road Right-of-Way.

Parcel 3

The East 301.2 feet of the North 188 feet of the Northeast Quarter of Section 3, Township 15, Range 22, Johnson County, Kansas; except that part thereof in roads.

Parcel 4

Beginning at the Northeast Corner of the Northeast ¼ of Section 3, Township 15, Range 22, Johnson County, Kansas; thence South 330 feet; thence West 480 feet; thence North 330 feet; thence East 480 feet to the Point of Beginning, except the East 301.2 feet of the North 188.0 feet and also except that part in roads.

Parcel 5

Beginning 330 feet South of the Northeast corner of the Northeast ¼ of Section 3, Township 15, Range 22, Johnson County, Kansas, thence South 330 feet; thence West 1319.4 feet; thence North 330 feet; thence East 1319.4 feet to the point of beginning, except any part in road.

ALSO: Annexation Ordinance No. 975 (approved August 14, 2014)

All that part of the Southeast Quarter of Section 09, Township 15 South, Range 22 East, Sixth Principal Meridian, Johnson County, Kansas described as follows; Commencing at the Northeast corner of the Southeast Quarter of said Section 09; thence South 88 degrees 26 minutes 35 seconds West along the North line of the Southeast Quarter of said Section 09, a distance of 630.50 feet to a point on the Northerly right of way line for Interstate 35 as now established; Thence South 31 degrees 44 minutes 01 seconds West along said highway right

of way, a distance of 512.96 feet; thence South 31 degrees 44 minutes 59 seconds West along said highway right of way, a distance of 277.13 feet; thence South 88 degrees 22 minutes 28 seconds West; a distance of 985.18 feet; thence North 02 degrees 09 minutes 43 seconds West, a distance of 288.57 feet; thence North 61 degrees 23 minutes 59 seconds East, a distance of 820.43 feet to a point on the North line of the Southeast Quarter of said Section 09; thence North 88 degrees 26 minutes 35 seconds East along the North line of the Southeast Quarter of said Section 09, a distance of 691.24 feet to the point of beginning containing 659,710 square feet or 15.14 acres more or less.

ALSO: Annexation Ordinance No. 943

AN ORDINANCE CLARIFYING THAT ANNEXATION ORDINANCE NO. 939 WAS NOT INTENDED TO, AND DOES NOT, INCLUDE WITHIN THE LAND ANNEXED AN EASEMENT CURRENTLY HELD BY THE CITY OF GARDNER, KANSAS

Whereas, on August 8, 2013, the Edgerton City Council adopted Ordinance No. 939 annexing the following, legally described land into the City of Edgerton:

All of the East Half of the West Half of the Southwest Quarter of Southwest Quarter of Section 35, Township 14, Range 22, Johnson County, Kansas
and

All of the North Half of the West Half of the East Half of the Southwest Quarter of the Southwest Quarter of Section 35, Township 14 South, Range 22, East of the Sixth Principal Meridian
and

All of the South Half of the West Half of the East Half of the Southwest Quarter of the Southwest Quarter of Section 35, Township 14 South, Range 22, East of the Sixth Principal Meridian
and

The west One-Fourth (W $\frac{1}{4}$) of the Southwest One-Forth (SW $\frac{1}{4}$) of the Southwest One-Forth (SW $\frac{1}{4}$) of Section Thirth-Five (S 35), Township Fourteen (T 14) South, Range Twenty-Two (R 22) East of the 6th Principal Meridian, in Johnson County, Kansas, containing ten (10) acres more or less, subject to any public utility or pipeline easement or right-of-way of record, if any. Except that part in street.

Whereas, it was not the intention of the City Council to annex the following described easement held by Gardner, Kansas:

A TRACT OF LAND IN THE WEST ONE QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 606.25 FEET N.1°56'08"W. (BEING AN ASSUMED BEARING) AND 60.00 FEET N.88°03'52"E. FROM THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE PARALLEL TO AND 60.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35

N.1°56'08"W. 100.00 FEET; THENCE

N.88°09'56"E. 54.77 FEET; THENCE

S.1°50'04"E. 100.00 FEET; THENCE

S.88°10'30"W. 9.55 FEET; THENCE

S.43°09'40"W. 16.30 FEET; THENCE
S.88°09'47"W. 15.00 FEET; THENCE
N.1°50'13"W. 11.53 FEET; THENCE
S.88°10'04"W. 18.52 FEET TO THE POINT OF BEGINNING, CONTAINING 0.131
ACRES.

ALSO: Annexation Ordinance No. 957

35-14-22 N ½ W ½ SE ¼ SW ¼ 10 Acres M/L and 35-14-22 E ¼ SW ¼ SW ¼ 10 Acres M/L,
both in Johnson County, Kansas.

ALSO:

Beginning at a point 1,294 feet West of the Northeast corner of the Northwest Quarter of Section 3, Township 15, Range 22; thence South 355 feet, thence West 306 feet, thence North 355 feet, thence East 306 feet to the point of beginning, Johnson County, Kansas, except that part in streets or roads.

ALSO: Annexation Ordinance No. 976 (Approved August 28, 2014)

Consists of right-of-way from Kansas Department of Transportation, to the City of Edgerton recorded in Book 201402 on page 1715 at the Johnson County Register of Deeds and described as follows:

(a) A tract of land in the Southeast Quarter of Section 4, Township 15 South, Range 22 East of the 6th P.M., Johnson County, Kansas; described in deed recorded in Book 201109, Page 7810, and recited verbatim as follows: "(a) 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 assume 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 acre of existing right of way, resulting in an acquisition of 0.80 acre, more or less."

(b) A tract of land in the Northwest Quarter of Section 3, Township 15 South, Range 22 East of the 6th P.M., Johnson County, Kansas; as described in deed recorded in Book 201204, Page 1961, and recited verbatim as follows: "(a) A tract of land in the Northwest Quarter Section 3, Township 15 South, Range 22 East of the 6th P.M., described as follows: Beginning at the

Southwest 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 South line of said Quarter Section; SECOND COURSE, thence North 01 degree 49 minutes 33 seconds West, 319.56 feet; THIRD COURSE, thence North 23 degrees 37 minutes 38 seconds West, 53.85 feet; FOURTH COURSE, thence North 01 degree 49 minutes 33 seconds West, 2148.99 feet; FIFTH COURSE, thence North 43 degrees 14 minutes 32 seconds East, 102.62 feet; SIXTH COURSE, thence North 88 degrees 10 minutes 23 seconds East, 666.09 feet to the West line of a tract of land described in a deed recorded in Book 3047, Page 6 in the Register of Deeds Office, Johnson County, Kansas; SEVENTH COURSE, thence North 01 degree 49 minutes 37 seconds West, 30.00 feet along said West line; EIGHTH COURSE, thence North 88 degrees 10 minutes 23 seconds East, 306.00 feet to the East line of said tract of land; NINTH COURSE, thence North 01 degree 49 minutes 37 seconds West, 30.00 feet along said East line to the North line of said Quarter Section; TENTH COURSE, thence South 88 degrees 10 minutes 23 seconds West, 1341.25 feet along said North line to the Northwest corner of said Quarter Section; ELEVENTH COURSE, thence South 02 degrees 10 minutes 09 seconds East, 2649.70 feet along the West line of said Quarter Section to the POINT OF BEGINNING. The above described tract contains 19.00 acres, which includes 1.82 acres of existing right of way, resulting in an acquisition of 17.18 acres, more or less."

(c) A tract of land in the Southwest Quarter of Section 3, Township 15 South, Range 22 East of the 6th P.M., Johnson County, KS; as described in District Court Case Number 11 CV 8581, tract 12 (a), and recited verbatim as follows: " (a) 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 follows: 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 of 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 the 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."

ALSO: Annexation Ordinance No. 969 (Approved March 27, 2014)

Tract 1

The Northeast Quarter of Section 4, Township 15, Range 22, in Johnson County, Kansas.

Tract 2

The North Half of the Southeast Quarter, and the Southwest Quarter of the Southeast Quarter of Section 4, Township 15, Range 22, Johnson County, Kansas, EXCEPT beginning 270 feet East of the Southwest corner of said Southeast Quarter, thence North 75 feet, thence East 50 feet, thence South 75 feet, thence West 50 feet to the point of beginning of said exception.

Tract 3

Beginning at the Southeast corner of the Northeast $\frac{1}{4}$ of Section 3, Township 15 South, Range 22 east; Johnson county, Kansas; thence North 990.0 feet and along the East line of said $\frac{1}{4}$ section; thence West 1,319.6 feet and parallel to the South line of said $\frac{1}{4}$ section; thence South 990.0 feet and parallel to the East line of said $\frac{1}{4}$ section to a point on the South line of said $\frac{1}{4}$ section; thence East 1,320.7 feet and along the South line of said $\frac{1}{4}$ section to the point of beginning, except any part used or dedicated for streets, roads, or highways, also being more particularly described as follows: all that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, Sixth Principal Meridian, Johnson County, Kansas, described as follows: commencing at the Southeast corner of the Northeast Quarter of said section 3; thence North $89^{\circ}48'35''$ West, along the South line of the Northeast Quarter of said Section 3, a distance of 40.00 feet to the point of beginning; thence continuing North $89^{\circ}48'35''$ west along said South line, a distance of 1268.40 feet measured (1280.70 feet deeded) to the Southwest corner of the East half of the Northeast Quarter of said Section 3; thence North $00^{\circ}29'36''$ East measured (North $00^{\circ}44'12''$ East deeded), along the West line of the East half of the Northeast Quarter of said Section 3, a distance of 989.98 feet measured (990.00 feet deeded), thence South $89^{\circ}48'35''$ East, a distance of 1271.50 feet measured (1279.60 deeded) to a point being 40.00 feet West of the East line of the Northeast Quarter of said Section 3, thence South $00^{\circ}40'22''$ West, parallel to the East line of the Northeast Quarter of said Section 3, a distance of 990.00 feet to the point of beginning, except an part used or dedicated for streets, roads, or highways.

Tract 4

The North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 15, Range 22, in Johnson County, Kansas, being more particularly described as follows: beginning at the Northeast corner of the Southeast Quarter of said Section 3, thence South $00^{\circ}10'34''$ East, along the East line of the Southeast Quarter of said Section 3, a distance of 1316.57 feet to the Southeast corner of the North half of the Southeast Quarter of said Section 3, thence North $89^{\circ}47'10''$ West, along the South line of the North half of the Southeast Quarter of said Section 3, a distance of 2627.95 feet to the Southwest corner of the North half of the Southeast Quarter of said Section 3; thence North $00^{\circ}19'17''$ East, along the West line of the Southeast Quarter of said Section 3, a distance of 1315.19 feet to the Northwest corner of the Southeast Quarter of said Section 3, thence South $89^{\circ}48'57''$ East, along the North line of the Southeast Quarter of said Section 3, a distance of 2616.52 feet to the point of beginning, except any part used or dedicated for streets, roads or highways.

Tract 5

The Northwest Quarter of Section 2, Township 15, Range 22, in Johnson County, Kansas, EXCEPT a tract of land for highway right of way described as follows: Beginning at the Southeast corner of the Northwest Quarter of Section 2; first course; thence North along the East line of said Quarter Section 437.1 feet; second course; thence Southwesterly to a point on the South line 508.9 feet West of said Southeast corner; third course; thence East along said South line 508.9 feet to the place of beginning.

Tract 6

All that part of the Southwest Quarter of Section 2, Township 15, Range 22, Johnson County, Kansas, described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 2; thence North 89 degrees 36 minutes 15 seconds East, along the North line of the Southwest Quarter of said Section 2, a distance of 2177.08 feet, to a point on the Northerly right-of-way line of I-35 Highway, said point being 508.90 feet West of the Northeast corner of the Southwest Quarter of said Section 2; thence South 48 degrees 50 minutes 08 seconds

West, along said right-of-way line, a distance of 697.08 feet; thence South 89 degrees 36 minutes 15 seconds West, parallel to the North line of the Southwest Quarter of said Section 2, a distance of 1650.89 feet to a point on the West line of the Southwest Quarter of said Section 2; thence North 0 degrees 10 minutes 34 seconds West, along the West line of the Southwest Quarter of said Section 2, a distance of 455.20 feet, to the point of beginning, containing 20.00 acres, more or less.

ALSO: ANNEXATION ORDINANCE NO. 954 (Approved October 24, 2013)

A part of the Northwest Quarter of Section 3, Township 15, Range 22, Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence North 90 degrees East; along the North line of said Northwest Quarter, 1035.25 feet; thence South 0 degrees East 355.00 feet, 355.05 feet measured, to the true point of beginning; thence South 90 degrees East, 284.30 feet, 284.24 feet measured; thence South 00 degrees 18 minutes 01 seconds West, 385.36 feet; thence North 90 degrees West, 282.28 feet; thence North 0 degrees West, 385.36 feet to the point of beginning, except those parts in streets or roads

ALSO: ANNEXATION ORDINANCE NO. 961 (Approved December 12, 2013)

Ordinance No. 954 was amended by this Ordinance to include the flowing legal description for the property annexed by Ordinance No. 954:

Beginning at a point 1,294 feet West of the Northeast corner of the Northwest Quarter of Section 3, Township 15, Range 22; thence South 355 feet, thence West 306 feet, thence North 355 feet, thence East 306 feet to the point of beginning, Johnson County, Kansas, except that part in street or roads.

ALSO: ANNEXATION ORDINANCE NO. 990 (Approved January 8, 2015)

Tract 1

Part of the Northwest One-Quarter of Section 10, Township 15 South, Range 22 East of the 6th Principal Meridian, Johnson County, Kansas. Lying North of Highway 35 as now established, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4, Section 10, Township 15 South, Range 22 East; thence South 02 degrees 03 minutes 46 seconds East along the West line of the said Northwest 1/4 a distance of 991.99 feet to a point; thence North 87 degrees 35 minutes 22 seconds East, 280.86 feet to the TRUE POINT OF BEGINNING; thence continuing North 87 degrees 35 minutes 22 seconds East, 362.18 feet to a point; thence South 02 degrees 03 minutes 46 seconds East, 342.19 feet (deeded 342.20 feet) to a point on the North line of the South 1/2 of the said Northwest 1/4; thence North 88 degrees 12 minutes 35 seconds East along the said North line, 1487.52 feet to a point on the Northwesterly right-of-way of Highway 1-35 as recorded in Book 201108, Page 1191; thence South 53 degrees 32 minutes 58 seconds West along the said highway right-at-way, 737.13 feet (deed 737.07 feet) to a point; thence South 64 degrees 51 minutes 34 seconds West along said highway right-at-way, 509.90 feet to a point; thence South 85 degrees 06 minutes 40 seconds West along said highway right-of-way, 821.52 feet to a point; thence North 10 degrees 04 minutes 47 seconds West along said highway right-of-way, 802.50 feet to a point; thence North 15 degrees 12 minutes 50 seconds East along said highway right-of-way, 141.15 feet to a point; thence North 88 degrees 57

minutes 08 seconds East along said highway right-of-way, 116.36 feet to a point; thence North 0 degrees 38 minutes 21 seconds West along said highway right-at-way, 76.41 feet to the TRUE POINT OF BEGINNING and containing 25.073 acres, more or less.

Tract 2

Part of the North One-Half of the Northwest One-Quarter of Section 10 Township 15 South Range 22 East of the 6th Principal Meridian Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest One-Quarter of said Section 10 Township 15 South Range 22 East; thence South 02 degrees 03 minutes 46 seconds East along the West line of the said Northwest One-Quarter a distance of 991.99 feet to a point; thence North 87 degrees 35 minutes 22 seconds East 286.86 feet to the True Point of Beginning of the herein described tract; thence North 00 degrees 38 minutes 21 seconds West along the highway right of way for Homestead Lane as now established, a distance of 54.71 feet to a point; thence North 87 degrees 34 minutes 33 seconds West along said right of way a distance of 100.50 feet to a point; thence North 08 degrees 11 minutes 20 seconds East a distance of 788.74 feet along said right of way to a point; thence North 66 degrees 15 minutes 11 seconds East (per right of way document South 66 degrees 15 minutes 38 seconds West) a distance of 182.89 feet to point; thence North 88 degrees 24 minutes 11 seconds East along said highway right of way and along a line parallel to the North line of the said Northwest One-Quarter (per right of way document South 88 degrees 24 minutes 21 seconds West) a distance of 460.00 feet to a point; thence North 56 degrees 58 minutes 36 seconds East (per right of way document South 56 degrees 58 minutes 34 seconds West) a distance of 105.48 feet to a point that is 25 feet South of the North line of the said Northwest One-Quarter; thence North 88 degrees 24 minutes 11 seconds East along a line parallel to and 25 feet South of the North line of the said Northwest One-Quarter, a distance of 1530.70 feet to a point on the East line of the said Northwest One-Quarter; thence South 02 degrees 13 minutes 33 seconds East along the East line of the said Northwest One-Quarter (per right of way document South 02 degrees 13 minutes 24 seconds East 1011.27 feet) a distance of 986.39 feet to a point In the Northerly right of way line of 1-35 as now established; thence South 53 degrees 32 minutes 58 seconds West along the North line of the said 1-35 right of way (per right of way document 540.15 feet) a distance of 540.10 feet to a point on the North line of the South One-Half of the said Northwest One-Quarter; thence South 88 degrees 12 minutes 35 seconds West along the North line of the South One-Half of the said Northwest One-Quarter a distance of 1487.52 feet to a point; thence North 02 degrees 03 minutes 46 seconds West a distance of 342.19 feet (deeded 342.22 feet) to a point; thence South 87 degrees 35 minutes 22 seconds West a distance of 362.18 feet to the True Point of Beginning and containing 63.347 acres, more or less.

ALSO: ANNEXATION ORDINANCE NO. 995 (Approved March 12, 2015)

All that part of the Southwest Quarter of Section 2, Township 15, Range 22, Johnson County, Kansas more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 2; thence South 02°00'19" East, along the West line of the Southwest Quarter of said Section 2, a distance of 455.20 feet, to the Point of Beginning; thence continuing South 02°00'19" East, along the West line of the Southwest Quarter of said Section 2, a distance of 1386.15 feet, to a point on the Northerly right-of-way line of 1-35 Highway, said point being 791.69 feet North of the Southwest corner of the Southwest Quarter of said Section 2; thence Northeasterly along said northerly

right-of-way line, along a curve to the left having a radius of 11,309.16 feet and a chord bearing of North 49°19'45" East, a chord length of 782.39, for a distance of 782.55 feet, to a point 1284.2 feet north and 610.9 feet east of the Southwest corner of the Southwest Quarter of said Section 2; thence continuing along said northerly right of way line, North 47°00'23" East, a distance of 1377.74 feet; thence South 87°46'29" West parallel to the North line of the Southwest Quarter of said Section 2, a distance of 1650.89 feet to the point of beginning.

ALSO: ANNEXATION ORDINANCE NO. 998 (Approved April 23, 2015)

LEGAL DESCRIPTION: The West Half of the Northwest Quarter of Section 35, Township 14, Range 22 in Johnson County, Kansas EXCEPT that part in roads.

PARCEL NUMBER: 2F221435-1001

PROPERTY ADDRESS: 18501 Waverly Road

ALSO: ANNEXATION ORDINANCE NO. 1002 (Approved September 24, 2015)

DESCRIPTION

That part of the Northeast Quarter of Section 3, Township 15 South. Range 22 East, in the City of Edgerton, Johnson County. Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Southeast Quarter, South 88°19'51" West along the North line of said Southeast Quarter, a distance of 972.25 feet; thence North 01°09'47" West, a distance of 989.98 feet to the Point of Beginning of the herein described tract; thence South 88°22'56" West, a distance of 339.24 feet; thence North 01°20'55" West, a distance of 1,015.47 feet; thence North 88°09'08" East, a distance of 1,261.21 feet to the West right-of-way line of Waverly street, as now established; thence South 01°09'47" East along said West right-of-way line, a distance of 1,020.56 feet; thence South 88°22'56" West a distance of 918.64 feet to the Point of Beginning, containing 1,282,190.21 square feet, or 29.44 acres, more or less.

ALSO: RIGHT-OF-WAY DESCRIPTIONS 1-17

Legal Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 1

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 Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 2

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 Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 3

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 Description - Right of Way

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

Description 4

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 Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 5

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 Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 6

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 Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 7

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 Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 8

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 Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 9

Section 10-15-22 (Homestead):

Homestead Tract 3

A PERMANENT EASE MENT 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 Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 10

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 acrs, 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 FET 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 Description - Right of Way

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

Description 11

Section 9-15-22 (Homestead):

Homestead Tract 9

A tract of land for highway RIGHT OF WAY in the East 53 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 Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 12

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 seconds 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 Description - Right of Way

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

Description 13

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 Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 14

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, 2 1.40 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 Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 15

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 Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 16

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 N01th 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 Description - Right of Way
(191st Street, Waverly Road, and Homestead Road)

Description 17

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.

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 2016

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 original monthly service was \$435. The addition of 305 East Nelson in 2015 added \$150 to that monthly cost for a total of \$585. This cost of this contract extension was allocated as part of the 2016 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 2016

Funding Source: General – Facilities – Building/Ground Maintenance

Prepared by: Beth Linn, City Administrator
Date: December 7, 2015

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

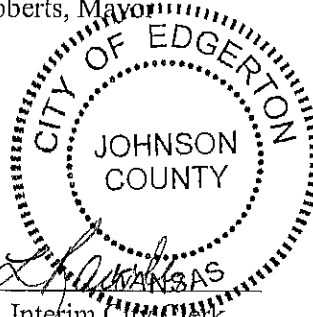
By: Donald Roberts
Donald Roberts, Mayor

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 \$2,097.50 and would range from \$50 to \$586.50. 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: Karen Kindle, Accountant

Date: November 30, 2015

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider 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 2016 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.

Staff would anticipate initiating a Request for Proposals for information technology support services during the first quarter of 2016. This schedule would allow staff to select a vendor for to begin services in 2017 and insert cost of those services into the 2017 budget development process.

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 – Information Technology – Professional Services; Water – Information Technology – Professional Services; Sewer – Information Technology – Professional Services

Prepared by: Beth Linn, City Administrator

Date: December 7, 2015



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!

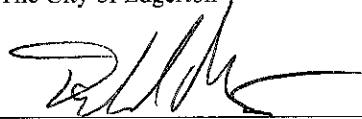
Respectfully,



Reflective Group

ACCEPTED:

The City of Edgerton



AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Agreement With Transpec Leasing Incorporated In Regards To Not Requiring The Construction Of Sidewalks And Street Improvements And The Waiver Not To Protest The Formation Of A Benefit District

Department: Community Development

Background/Description of Item: One condition of the approval of the Final Plat for Transpec Leasing Incorporated (TSL) was that the property owner be willing to sign an agreement that they not protest the formation of a benefit for the construction of sidewalks and street improvements in order for the city to not require the construction to occur at this time. This agreement will allow for these improvements to be made at a future time. The improvements would most likely be made at a point in the future when additional properties along 191st Street have been developed and when there is a greater need to make improvements to the street and for the use of sidewalks along the entire corridor.

Enclosure: Agreement

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

Recommendation: Approval of the agreement and authorize the Mayor to sign the agreement

Funding Source: NA

Prepared by: Kenneth Cook, Community Development Director
Date: December 7, 2015

AGREEMENT

NOW, on this _____ day of _____, 20____, the City of Edgerton, Kansas, a municipal corporation, hereinafter referred to as party of the first part, and TRANSPEC LEASING INCORPORATED, his/her successors in title and assigns, hereinafter referred to as party of the second part, in consideration of the mutual understanding and promises contained herein, do hereby agree as follows:

1. That the party of the first part will approve the site plan titled TSL Edgerton dated _____ for the following legally described property, to-wit: See Exhibit A.
2. That the party of the first part will not require at this time the construction of sidewalks or street improvements for/on the above described property.
3. That the party of the second part waives and relinquishes any right he/she may have under K.S.A. 12-6A06 to protest the formation of a benefit district to pay for the construction of sidewalks or street improvements for/on the above described property for a period of thirty (30) years, and that such agreement is intended to be a covenant running with the land for said period of time.

IN WITNESS WHEREOF, the said parties of the first and second parts have hereunto set their hands, and the Mayor of the City of Edgerton has signed this agreement on behalf of the said party of the first part, and the owner of the subject property has signed this agreement on behalf of the said party of the second part, and the said party of the first part has caused these presents to be attested by its clerk and the seal of said City to be hereto attached, this _____ day of _____, 20____.

City of Edgerton, Kansas

ATTEST:

City Clerk

By _____
Mayor
Party of the First Part

By Thomas M. Hasbun Pres
TRANSPAC LEASING INCORPORATED
Party of the Second Part

STATE OF Kansas
COUNTY OF Salina :SS

BE IT REMEMBERED, that on this 18 day of Nov., 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Thomas M. Hasbun TRANSPAC LEASING INCORPORATED, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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

Janeice L. Rawles
Notary Public



My Commission Expires: 2/25/2016

EXHIBIT A

LEGAL DESCRIPTION
TSL EDGERTON

All that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter; thence coincident with the east line of said Northeast Quarter, South $01^{\circ}09'47''$ East, 660.00 feet; thence departing said east line, South $88^{\circ}08'46''$ West, 1,314.75 feet to a point on the west line of the East Half of said Northeast Quarter; thence coincident with said west line, North $01^{\circ}20'47''$ West, 660.08 feet to the northwest corner of said East Half; thence coincident with the north line of said Northeast Quarter, North $88^{\circ}09'02''$ East, 1,316.86 feet to the Point of Beginning, containing 868,438 square feet, or 19.937 acres, more or less.



AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Application FP2015-05, Final Plat, Logistics Park Kansas City – Southeast, Third Plat

Department: Community Development

Background/Description of Item: The City of Edgerton has received Application FP2015-05 for final plat of the Logistics Park Kansas City – Southeast, Third Plat and which is located approximately 1700 feet South of 191st Street on the East side of Montrose Street. The final plat includes 36.638 acres made up of one lot (33.623 acres) and one tract (3.015 acres). The Plat does not contain the dedication of any additional Public Street ROW as Montrose Street was placed as part of previous plats and is located on the West side of the subdivision. A access easement is dedicated along the North side of the property which will include a private road that can be used to access the Eastern portion of this building, the Learning and Career Center and the South side of the proposed IP XIII. The property owner intends to operate warehouse facilities as part of Logistics Park Kansas City. A 584,333 (+/-) square foot facility is currently proposed on this lot.

Staff, including City Engineer, has reviewed the Final Plat submittal for compliance with the Approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. Review comments are detailed in the attached staff report.

The Edgerton Planning Commission reviewed the application on August 11, 2015. The Planning Commission recommended approval of Application FP2015-05 for Final Plat for Logistics Park Kansas City – Southeast, Second Plat subject to compliance with the following stipulations as listed in the staff report dated August 3, 2015:

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.
3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

Enclosure: Staff Report from August 11, 2015 Planning Commission
Final Plat
Final Plat Application FP2015-05 for Logistics Park Kansas City - Southeast, Third Plat

Recommendation: Approve Application FP2015-05, Final Plat, Logistics Park Kansas City – Southeast, Third Plat located approximately 1700 feet South of 191st Street on the East side of Montrose Street

Funding Source: N/A

Prepared by: Kenneth Cook, Community Development Director
Date: April 20, 2015

STAFF REPORT

August 3, 2015

To: Edgerton Planning Commission
Fr: Kenneth Cook, AICP, CFM, Community Development Director
Re: FP2015-05 Final Plat for Logistics Park Kansas City – Southeast, Third Plat
Revised Plans Submitted 07-24-2015

APPLICATION INFORMATION

Applicant/Property Owner: Edgerton Land Holding Company

Requested Action: Final Plat – Logistics Park Kansas City – Southeast, Third Plat

Legal Description: See Final Plat attached

Site Address/Location: East side of Montrose Road and South of 191st Street

Existing Zoning and Land Uses: City of Edgerton L-P Logistics Park on vacant land

Existing Improvements: None

Site Size: 36.638 Acres

PROJECT DESCRIPTION

This is additional development of the Logistics Park Kansas City by Edgerton Land Holding Company (ELHC), a subsidiary of NorthPoint Development. The property will serve the BNSF intermodal facility to the northwest of the subject site. The intermodal facility's purpose is to transfer loaded cargo containers from trains to trucks. LPKC is a 1500 acre master planned development. ELHC, the applicant for this project, is BNSF's partner for developing warehousing which is planned to eventually surround the intermodal facility.

The subject property is located to the South of 191st Street on the East side of Montrose Road and is zoned L-P, Logistics Park. The property is located to the South of Inland Port XII and East of Inland Port XIV. The City's Unified Development Code (UDC) defines this district as a limited multimodal industrial zone created to support activities related to truck, rail and other transport services. The property is located within the second phase of development and has an approved preliminary plat and preliminary site plan. The Planning Commission also approved an Alternative Landscape Plan for Phase II at the June 9, 2015 Planning Commission Meeting. The applicants have also submitted a Final Site Plan which will also be considered for this site. The proposed subdivision includes one lot-33.623 acres and one tract-3.015 acres (stormwater detention, wetland). The adjacent street ROW for Montrose Road was dedicated as part of previous requests. The Site Plan that has been submitted for this Lot 5 shows a proposed 548,388 square foot warehouse.

INFRASTRUCTURE AND SERVICES

Infrastructure was reviewed previously per the rezoning and preliminary plat. Some conditions continue to exist as noted below.

- a. While Waverly Road is currently graveled, it is planned for future improvement to support intermodal and logistics park traffic. The City of Edgerton is currently in the process of working with a design/build firm for the construction of improvements of Waverly Road. Construction is currently underway and is expected to be completed by the end of 2015. Montrose Road is currently constructed to the Northwest corner of the site and is expected to be constructed as part of the Inland Port XIV project.
- b. 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.
- c. A small area located in the Eastern portion of this plat is shown as located within a Special Flood Hazard Area (X - 1% annual chance – Future Conditions).
- d. The property does not currently have sanitary sewer service.
- e. The property is located within the service area of Rural Water District No. 7. A 12-inch water main is located along Waverly Road and has also been extended East along 191st Street. A new water line is currently under construction along Montrose Road and is proposed to be looped back to connect with the water main located along Waverly Road.
- f. 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 Fire District No. 1. A fire station is located in the City of Edgerton, approximately 4.5 miles to the west and in the City of Gardner, approximately 2.5 miles North and East.

FINAL PLAT REVIEW

Staff has reviewed the Final Plat submittal for compliance with the Approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. Review comments are listed below.

1. Scale, the same used for the preliminary plat; North point; vicinity map. *A different scale is being used for the Final Plat as the Final Plat only includes a portion of the area shown in the Preliminary Plat. The change in scale allows for the Final Plat to show improved detail and staff considers the change acceptable. **Final Plat complies.***
2. The words "FINAL PLAT" followed by the name of the subdivision at the top of the sheet, and then followed by a metes and bounds description of the tract. **Final Plat complies.**
3. The instrument of survey which shows the point of beginning, corners, bearings, courses, distances, exterior boundaries, interior lot boundaries, abandoned lot lines, pins, monuments found or set. All P.I.'s corners, boundaries must be monumented with a 2" x 24" metal bar. **Update Final Plat**
 - ~~The plat currently shows all monuments being 1/2" x 24" Rebar while the regulations require 2" x 24" metal bar. Staff believes that the 2" measurement is a typographical error and that it should be 1/2".~~
 - ~~No monument is currently shown at the Southeast Corner of Lot 2, and which point is located along the North Line of this subdivision.~~
 - ~~The legend does not include the symbol for found monuments and the majority of these monuments are not labeled and do not contain a description of the monument.~~

- ~~A monument is shown as a 'set' monument on the South line of the tract. This monument was shown on the Second Plat and should be shown as a found monument (unless the monument had been destroyed since it was originally installed).~~
 - Check to make sure that Plat is printed to scale. A number of the measurements appear to not match physical measurements on the most recent copy of the plat.
- 4. A boundary survey of third order surveying accuracy (maximum closure error one in five thousand (1' in 5,000), with bearings and distances referenced to section or fractional section corners or other base line shown on the plat and readily reproducible on the ground. **Final Plat complies.**
- 5. Individual notations and a TABLE showing: lot area, setbacks, and building envelopes. ~~The lot number for the plat should be updated to be Lot 5.~~ **Final Plat Complies.**
- 6. A number for each lot, starting (if practical) in the northwest corner. **Final Plat Complies.**
 - ~~The Plat needs to be updated for the lot to be shown as Lot 5 in order to match the numbering as shown on the Preliminary Plat.~~
 - ~~The Tract shown on the Plat also needs to be updated to Tract D.~~
 - ~~The descriptions for the Lot and Tract located within LPKC — SE, Second Plat need to be updated to match the description of these properties as they have been platted (Lot 4 & Tract E).~~
- 7. All easements with widths, and roads with curve data. **Update Final Plat.**
 - ~~The Legend includes a "WL/E Waterline Easement" while no such easement is shown on the Plat. This item should be removed from the plat unless such an easement is shown on the plat.~~
 - ~~The Building Setback Line shown along Interstate 35 should be 50 feet as the reduction to 25 feet is only permitted adjacent to two-lane collectors or thoroughfares.~~
 - ~~The text in the Restriction for the tract located in this plat needs to be updated to show the tract as Tract D. An extra space also needs to be removed following the word 'Association'.~~
 - Additional wording needs to be added in the dedication which describes the access easement, who has a right to use it (all public or just the adjoining lots) and who is responsible for maintenance of the private drive. It may also be beneficial to have some type of agreement filed that describes who is responsible for maintenance and use the drive.
 - The previous plan had shown a possibility that a parking area may extend onto the Northern portion of this tract adjacent to Lot 2. Kansas Gas made comments about the need to add a utility easement in this area, and the applicant has made this change. The current plan shows a utility easement being located in the area that was originally shown as possible parking. Should the location of this easement be adjusted so that it would run through a green space in case the parking is ever needed in the future for this area?
- 8. Ingress/egress limitations if required. **Final Plat complies.**
- 9. The location of existing utility easements. **Final Plat complies.**
- 10. A written legal description from the survey. **Final Plat complies.**
 - ~~The dimension of the Southeast boundary line of the tract (Interstate 35 ROW line) does not match the dimension in the written legal description. It appears that the dimension on the drawing is correct based upon the calculation using~~

~~the other dimensions provided along this line.~~

- ~~The written legal description contains the duplicated word of 'with' for the call along the North side of Tract C.~~

11. An instrument of dedication for all roads and easements. *Final Plat complies.*
12. Special notations required as a condition of platting by the Planning Commission. *Final Plat complies.*
13. Approved phases – clearly delineated. *Not proposed to be developed in phases. Final Plat complies.*
14. Private travel easements. *Final Plat complies.*
15. The Owner's Certificate with Notary Seal. ~~The second owner's certificate and notary have descriptions that appear to be incorrect. The wording of "Owner Lot 3" should be removed. The title of "ELHC XI" in the notary certificate appears to be incorrect and should be changed to "ELHC XV".~~ *Final Plat complies.*
16. Certificate of the Governing Body with City Clerk's attest and Seal. *Final Plat Complies.*
17. Edgerton City Planning Commission chair and secretary approval. *Final Plat Complies.*
18. Certificate of the Register of Deeds. *Register of Deeds uses their own stamp and requires space to be reserved in the top left corner. No certificate required. Final Plat Complies*
19. Surveyor's Certificate and Seal and certificate for survey review by the County Surveyor or designated Land Surveyor. *County Surveyor uses their own stamp. No certificate required. Final Plat Complies*
20. Certificate of the Zoning Administrator. *Final Plat Complies.*

RECOMMENDATION

City staff recommends approval of the Final Plat for Logistics Park Kansas City, Southeast, Third Plat, subject to compliance with the following stipulations:

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.
3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

ATTACHMENTS

Application FP2015-05

Final Plat for Logistics Park Kansas City – Southeast, Third Plat

NAME OF PROPOSED SUBDIVISION: Logistics Park Kansas City - Southeast, Third Plat
LOCATION OR ADDRESS OF SUBJECT PROPERTY: Approx. 1700 ft south of 191st St. and Monrose Rd.
LEGAL DESCRIPTION: See attached
CURRENT ZONING ON SUBJECT PROPERTY: L-P CURRENT LAND USE: Under Construction
TOTAL AREA: 36.638 Acres NUMBER OF LOTS: 2 AVG. LOT SIZE: N/A Sq. Ft.
DEVELOPER'S NAME(S): John Thomas PHONE: 816.888.7640
COMPANY: Edgerton Land Holding Company^{XX}, LLC FAX: _____
MAILING ADDRESS: 5015 NW Canal St., Ste 200, Riverside, MO 64150
Street City State Zip
PROPERTY OWNER'S NAME(S): Same as above PHONE: _____
COMPANY: _____ FAX: _____
MAILING ADDRESS: _____
Street City State Zip
ENGINEER'S NAME(S): Mick Slutter, PE PHONE: 913.317.9500
COMPANY: Renaissance Infrastructure Consulting FAX: _____
MAILING ADDRESS: 5015 NW Canal St., Ste 100, Riverside, MO 64150
Street City State Zip
SIGNATURE OF OWNER OR AGENT: [Signature]
If not signed by owner, authorization of agent must accompany this application.

NOTE: Ten (10) copies of the proposed preliminary plat must accompany this application for staff review. One (1) reduced copy (8 1/2 x 11) must also be submitted with the application.

FOR OFFICE USE ONLY

Case No. FP- 2015-05 Amount of Fee Paid: \$ 320.00 Date Fee Paid: 5/26/15
Received By: [Signature] Date of Hearing: _____

FINAL PLAT INSTRUCTIONS

SUBMITTAL DEADLINE: The applicant shall submit an application at least forty-five (45) days prior to a scheduled meeting. If the final plat complies with the preliminary plat, Planning Commission and Governing Body may consider approval without notice or public hearing.

FINAL PLAT

LOGISTICS PARK KANSAS CITY - SOUTHEAST, THIRD PLAT

A PART OF THE S $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ AND A PART OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$, SECTION 2, TOWNSHIP 15 SOUTH, RANGE 22 EAST
IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS

Legend:

- △ FOUND SECTION CORNER AS NOTED
- SET 1/2" X 24" REBAR WITH RIC KSOLS 234 CAP
- FOUND 1/2" X 24" REBAR WITH RIC KSOLS 234 CAP UNLESS NOTED OTHERWISE
- U/E UTILITY EASEMENT
- B/L BUILDING SETBACK LINE
- P/E PEDESTRIAN ACCESS EASEMENT



LOT INFORMATION					
LOT NO.	LOT AREA	FRONT SETBACK	SIDE SETBACK	REAR SETBACK	BUILDING ENVELOPE
5	1,464,633 S.F. 33.623 Acres	35'	25'	25'	1,348,462 S.F. 30.956 Acres

DESCRIPTION

That part of the South One-Half of the Northwest Quarter and the part of the Northeast Quarter of the Southwest Quarter of Section 2, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence coincident with the south line of said Northwest Quarter, South 87°46'29" West, 509.07 feet to the northerly right-of-way line of Interstate 35, as now established and the Point of Beginning; thence coincident with said northerly right-of-way line, South 47°05'38" West, 898.41 feet; thence departing said northerly line, South 87°46'29" West, 23.68 feet to the southeast corner of Tract C, KANSAS CITY LOGISTICS PARK - SOUTHEAST, FIRST PLAT; thence coincident with the east line of said Tract C, North 02°13'31" West, 455.25 feet to the northeast corner of said Tract C; thence coincident with the north line of said Tract C, South 87°46'29" West, 564.92 feet to the easterly right-of-way line of Montrose Street, as now established; thence coincident with said easterly right-of-way line and the easterly line of said KANSAS CITY LOGISTICS PARK - SOUTHEAST, FIRST PLAT, North 01°21'11" West, 965.48 feet to the southwest corner of Lot 2, said KANSAS CITY LOGISTICS PARK - SOUTHEAST, FIRST PLAT; thence departing said easterly right-of-way line coincident with the south line of said Lot 2 and its easterly extension, North 88°38'48" East, 1611.68 feet to the east line of said Northwest Quarter; thence coincident with said east line, South 02°16'24" East, 523.58 feet to the northerly right-of-way line of said Interstate 35; thence departing said east line coincident with said northerly right-of-way line, South 47°05'38" West, 670.79 feet to the Point of Beginning, containing 1,595,972 square feet, or 36.639 acres, more or less.

DEDICATION

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "LOGISTICS PARK KANSAS CITY - SOUTHEAST, THIRD PLAT".

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City of Edgerton, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Edgerton, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

Areas designated on the accompanying plat as "pedestrian access easement" are hereby dedicated to the public for the purpose of pedestrian access (P/E). No fence, wall, planting, structure or other obstruction may be placed or maintained in said P/E without approval of said City Engineer of the City of Edgerton, Kansas.

RESTRICTIONS

Tract "D" is intended to be used for stormwater detention and open space and shall be owned and maintained by Logistics Park Kansas City Owners' Association, its successors and assigns.

CONSENT TO LEVY

The undersigned proprietors of the above described tracts of land hereby consent and agree that the Board of County Commissioners and the City of Edgerton, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public use from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on this land fronting and abutting on such dedicated public way or thoroughfare.

NOTES

1. Basis of Bearings: Kansas North Zone, U.S. State Plane, NAD 83 HARN
N 88°38'48" E, along the North line of the NW $\frac{1}{4}$ of Section 02-T15S-R22E.

CLOSURE CALCULATIONS:
Precision, 1 part in 1,206,626.13
Error distance: 0.00'
Error direction: N29°36'04"W
Perimeter: 5533.79'

SURVEYORS CERTIFICATION

This is to certify on the 17th day of March, 2015 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys pursuant to K.S.A. 74-7037.

Roger B. Dill, Kansas LS-1408

EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this ____ day of ____, 20__.

Edgerton Land Holding Company, LLC
By: NorthPoint Development, LLC
Its: Manager

Nathaniel Hagedorn, Manager

STATE OF MISSOURI)
COUNTY OF PLATTE) SS

BE IT REMEMBERED, that on this ____ day of ____, 20__, before me a Notary Public in and for said County and State, came Nathaniel Hagedorn, Manager of NorthPoint Development, LLC, the Manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said limited liability company, and he duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

My Appointment Expires: ____
Notary Public

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this ____ day of ____, 20__.

ELHC XV, LLC
By: NorthPoint Development, LLC
Its: Manager

Nathaniel Hagedorn, Manager

STATE OF MISSOURI)
COUNTY OF PLATTE) SS

BE IT REMEMBERED, that on this ____ day of ____, 20__, before me a Notary Public in and for said County and State, came Nathaniel Hagedorn, Manager of NorthPoint Development, LLC, the Manager of ELHC XV, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said limited liability company, and he duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

My Appointment Expires: ____
Notary Public

APPROVALS

APPROVED by the Planning Commission of the City of Edgerton, Johnson County, Kansas, on this ____ day of ____, 20__.

Chuck Davis, Chairperson Maria O'Neill, Secretary

APPROVED by the Governing Body of the City of Edgerton, Johnson County, Kansas, on this ____ day of ____, 20__.

Donald Roberts, Mayor Attest: Janice Rawles, City Clerk

APPROVED by the Zoning Administrator, on this ____ day of ____, 20__.

Kenneth A. Cook, Zoning Administrator

LOGISTICS PARK KANSAS CITY - SOUTHEAST, THIRD PLAT

Prepared For:
ELHC XV, LLC
5015 NW Canal Street, Suite 200
Riverside, MO 64150
(816) 888-7380

Date of Preparation:
April 2, 2015

Renaissance
Infrastructure
Consulting

5150 NW Canal Street, Suite 100
Riverside, Missouri 64150
816.800.0950
www.ri-consult.com

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 2016. The agreement is the same as 2015. 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 and 2015, City Council set the fee at \$1. For 2016, 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, 2016 through December 31, 2016. Either party may elect not to renew the agreement with two months prior notice.

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 7, 2015

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this 10th day of December, 2015, 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, 2016 through December 31, 2016, 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 10th day of December, 2015.

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 the Award of Construction of the Manor Park Improvements Project to Mega Industries Corporation and Authorize the Mayor to Execute the Contract

Department: Parks and Recreation

Background/Description of Item: On July 23, Edgerton City Council approved an agreement with Landworks Studio to provide on-call Park Planning and Landscape Architecture Services similar to the agreement with BG Consultants to provide City Engineer services. Additionally, the approved 2015 Budget included \$40,000 for improvements at Manor Park. The first project staff assigned to Landworks was Manor Park Improvements.

On September 19th, the City hosted an Open House at Manor Park to invite residents to help design the park by voting on elements to be included. The Open House had a great turnout, and the City received over 40 comment cards from residents. Landworks together with staff analyzed all of that feedback to present two concepts to City Council on October 8th. At the City Council meeting on October 8th, City Council selected Concept 2 which included reducing the basketball court to half-court size and removing one large tree to add room for additional play features. The sketch of Concept 2 is included with the packet for reference.

On December 10th, staff held a public bid opening. Five (5) bids were received which ranged from \$141,899.62 to \$158,490. Landworks Studio **provided an engineer's estimate of** \$108,644.40. Mega Industries Corporation submitted the low bid at \$141,899.62. Please find enclosed with this packet the bid tabulations calculated by Landworks Studio and a letter of recommendation for Mega Industries Corporation as the lowest and best bidder.

Total project costs for design and construction were estimated at \$135,000 during the recent capital improvements work session. Based on design and construction bid amounts, staff anticipates the project budget will need to increase to compensate for the higher bid prices. Staff would recommend increasing the project budget to \$155,000. The approved 2015 Budget included \$40,000. Staff would recommend the remaining dollars (\$115,000) be allocated from Unreserved Fund Balance available at 12-31-2015.

If awarded, staff anticipates first meeting with the contractor to evaluate any opportunity for value engineering line items currently included in the project that could be removed or lessened in scope/price. Construction to begin within several weeks. Once a Notice to Proceed is issued, the contract states the work be complete and ready for final payment by March 17, 2016.

Staff would request the City Council closing the park effective January 1 until the project is complete and accepted by City Council. If closed, staff would anticipate installing temporary fence and signage to indicate the closure.

City Attorney has reviewed and approved the Project Manual and Contract Documents. City Attorney will review and approve to form the Performance and Maintenance Bonds once submitted by the Contractor.

Enclosure: Letter of Recommendation from Landworks Studio
Listing of Bid Tabulations

Manor Park Approved Concept
Manor Park Project Schedule

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

Recommendation: Approve the Award of Construction of the Manor Park Improvements Project to Mega Industries Corporation and Authorize the Mayor to Execute the Contract

Funding Source: Manor Park Project Budget and Unreserved Fund Balance as of 12-31-2015

Prepared by: Beth Linn, City Administrator
Date: December 9, 2015



December 8, 2015

Beth Linn
City Administrator
City of Edgerton, Kansas
404 East Nelson
Edgerton, KS 66021

Dear Ms. Linn:

We are writing a letter of recommendation for the low bid contractor Mega Industries. We are confident that you will be satisfied with the services they offer based upon our past experience with the company.

Mega Industries has worked on numerous park projects with our staff over the years. The projects ranged in size from small to medium sized projects, most involved complex custom components. These local clients include the Unified Government, the City of Shawnee, the City of Olathe and the City of Atchison. To our knowledge, the clients were satisfied with their work and have been repeat clients for Mega Industries.

If you have further questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly VanElders".

Kelly VanElders
Director of Landscape Architecture, Landworks Studio

Manor Park Tabulated Bids

Bid Opening - 12/2/2015

Item	Description	UOM	Qty	Unit Price	Engineers Total Bid Price	Unit Price	Mega Industries Total Bid Price	Unit Price	Crossland Total Bid Price	Unit Price	Wilson Group Total Bid Price	Unit Price	Bryant and Bryant Total Bid Price	Unit Price	Gunter Total Bid Price
1	Mobilization/Demobilization	ALL		\$1,000.00	\$1,000.00	\$25,348.00	\$25,348.00	\$12,000.00	\$12,000.00	\$1,510.00	\$1,510.00	\$25,000.00	\$25,000.00	\$6,100.00	\$6,100.00
2	Traffic Control-Construction Fencing	ALL		\$800.00	\$800.00	\$625.00	\$625.00	\$550.00	\$550.00	\$3,042.00	\$3,042.00	\$1,500.00	\$1,500.00	\$2,100.00	\$2,100.00
3	Stump and Root Removal	LSUM	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,217.00	\$1,217.00	\$1,000.00	\$1,000.00	\$2,775.00	\$2,775.00
4	Demolition														
	Existing Basketball Court	SQFT	1200	\$1.00	\$1,200.00	\$1.00	\$1,200.00	\$3.60	\$4,320.00	\$2.77	\$3,324.00	\$2.00	\$2,400.00	\$3.00	\$3,600.00
	Existing Sidewalk	SQFT	280	\$1.00	\$280.00	\$1.50	\$420.00	\$4.75	\$1,330.00	\$2.56	\$716.80	\$2.00	\$560.00	\$3.00	\$840.00
5	Construction staking	ALL		\$1,200.00	\$1,200.00	\$1,700.00	\$1,700.00	\$600.00	\$600.00	\$2,074.00	\$2,074.00	\$4,500.00	\$4,500.00	\$3,800.00	\$3,800.00
6	Type A ADA Ramp w/ Truncated Domes	EACH	1	\$450.00	\$450.00	\$950.00	\$950.00	\$1,250.00	\$1,250.00	\$1,853.00	\$1,853.00	\$650.00	\$650.00	\$770.00	\$770.00
7	Play Area ADA Ramp	EACH	2	\$250.00	\$500.00	\$600.00	\$1,200.00	\$825.00	\$1,650.00	\$1,140.50	\$2,281.00	\$650.00	\$1,300.00	\$640.00	\$1,280.00
8	4" Concrete Pavement	SQFT	2029	\$6.25	\$12,681.25	\$5.00	\$10,145.00	\$7.00	\$14,203.00	\$11.06	\$22,440.74	\$6.00	\$12,174.00	\$7.00	\$14,203.00
9	Shelter														
	20'x24' Norther Skyline Shelter	EACH	1	\$16,250.00	\$16,250.00	\$26,000.00	\$26,000.00	\$25,000.00	\$25,000.00	\$32,298.00	\$32,298.00	\$30,000.00	\$30,000.00	\$33,500.00	\$33,500.00
	Shelter Footings	EACH	4	\$600.00	\$2,400.00	\$630.00	\$2,520.00	\$600.00	\$2,400.00	\$470.00	\$1,880.00	\$1,500.00	\$6,000.00	\$705.00	\$2,820.00
10	Leaping Logs	LSUM	1	\$1,500.00	\$1,500.00	\$2,300.00	\$2,300.00	\$3,250.00	\$3,250.00	\$6,498.00	\$6,498.00	\$2,500.00	\$2,500.00	\$9,200.00	\$9,200.00
11	Single Post Swings w/ Toddler Beam	EACH	1	\$3,250.00	\$3,250.00	\$2,700.00	\$2,700.00	\$4,200.00	\$4,200.00	\$5,024.00	\$5,024.00	\$2,500.00	\$2,500.00	\$3,900.00	\$3,900.00
12	Climber Dome w/ Sensory Connectors	EACH	1	\$25,750.00	\$25,750.00	\$23,500.00	\$23,500.00	\$22,450.00	\$22,450.00	\$26,131.00	\$26,131.00	\$20,000.00	\$20,000.00	\$28,400.00	\$28,400.00
13	4' Berm Slide														
	3.5" Bonded Rubber Mulch	SQFT	290	\$9.00	\$2,610.00	\$21.00	\$6,090.00	\$19.00	\$5,510.00	\$18.87	\$5,472.30	\$15.00	\$4,350.00	\$17.00	\$4,930.00
	4" AB3 Sub Base	SQFT	290	\$1.00	\$290.00	\$2.00	\$580.00	\$3.00	\$870.00	\$7.35	\$2,131.50	\$3.50	\$1,015.00	\$2.00	\$580.00
	4' Plastic Berm Slide	EACH	1	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00	\$5,500.00	\$5,500.00	\$9,955.00	\$9,955.00	\$7,500.00	\$7,500.00	\$11,200.00	\$11,200.00
	8" Concrete Border	LNFT	60	\$15.00	\$900.00	\$28.00	\$1,680.00	\$23.00	\$1,380.00	\$31.18	\$1,870.80	\$45.00	\$2,700.00	\$30.00	\$1,800.00
	Berm Infill Allowance (in addition to onsite fill)	LSUM	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,002.00	\$2,002.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00
14	Rubber Mulch Play Area														
	Rubber Mulch	LBS	20862	\$0.45	\$9,387.90	\$0.50	\$10,431.00	\$0.65	\$13,560.30	\$0.53	\$11,056.86	\$1.00	\$20,862.00	\$0.50	\$10,431.00
	Sub Base and Filter Fabric	SQFT	2794	\$1.25	\$3,492.50	\$1.50	\$4,191.00	\$1.50	\$4,191.00	\$1.63	\$4,554.22	\$2.00	\$5,588.00	\$1.50	\$4,191.00
15	6' Bench	ALL	0	\$1,250.00	\$1,250.00			\$500.00	\$500.00	\$322.00	\$322.00	\$150.00	\$150.00		
16	Picnic Tables	ALL	0	\$1,875.00	\$1,875.00			\$500.00	\$500.00	\$415.00	\$415.00	\$250.00	\$250.00		
17	Trash Receptacle	ALL	0	\$1,100.00	\$1,100.00			\$400.00	\$400.00	\$166.00	\$166.00	\$150.00	\$150.00		
18	Curb and Gutter	LNFT	12	\$15.00	\$180.00	\$57.00	\$684.00	\$50.00	\$600.00	\$24.89	\$298.68	\$45.00	\$540.00	\$124.00	\$1,488.00
19	Landscape Improvements														
	Deciduous Trees	EACH	2	\$500.00	\$1,000.00	\$430.00	\$860.00	\$550.00	\$1,100.00	\$802.00	\$1,604.00	\$725.00	\$1,450.00	\$347.00	\$694.00
	Evergreen Trees	EACH	14	\$425.00	\$5,950.00	\$240.00	\$3,360.00	\$450.00	\$6,300.00	\$512.00	\$7,168.00	\$255.00	\$3,570.00	\$264.00	\$3,696.00
	Ornamental Trees	EACH	1	\$350.00	\$350.00	\$270.00	\$270.00	\$400.00	\$400.00	\$747.00	\$747.00	\$680.00	\$680.00	\$245.00	\$245.00
	Grasses	EACH	31	\$25.00	\$775.00	\$21.00	\$651.00	\$35.00	\$1,085.00	\$62.22	\$1,928.82	\$33.00	\$1,023.00	\$15.00	\$465.00
	Planting Bed Prep	SQFT	778	\$1.00	\$778.00	\$0.75	\$583.50	\$6.00	\$4,668.00	\$6.57	\$5,111.46	\$3.50	\$2,723.00	\$0.50	\$389.00
	Hardwood Mulch	CUYD	7.18	\$75.00	\$538.50	\$59.00	\$423.62	\$190.00	\$1,364.20	\$87.93	\$631.34	\$10.00	\$71.80	\$100.00	\$718.00
	Sod	SQFT	3875	\$0.75	\$2,906.25	\$0.90	\$3,487.50	\$1.40	\$5,425.00	\$2.02	\$7,827.50	\$1.50	\$5,812.50	\$1.00	\$3,875.00
				Total	\$108,644.40	Total	\$ 141,899.62	Total	\$ 149,556.50	Total	\$ 173,552.02	Total	\$ 171,019.30	Total	\$ 158,490.00

= Indicates Math was incorrect on bid

= Indicates write in information was provided

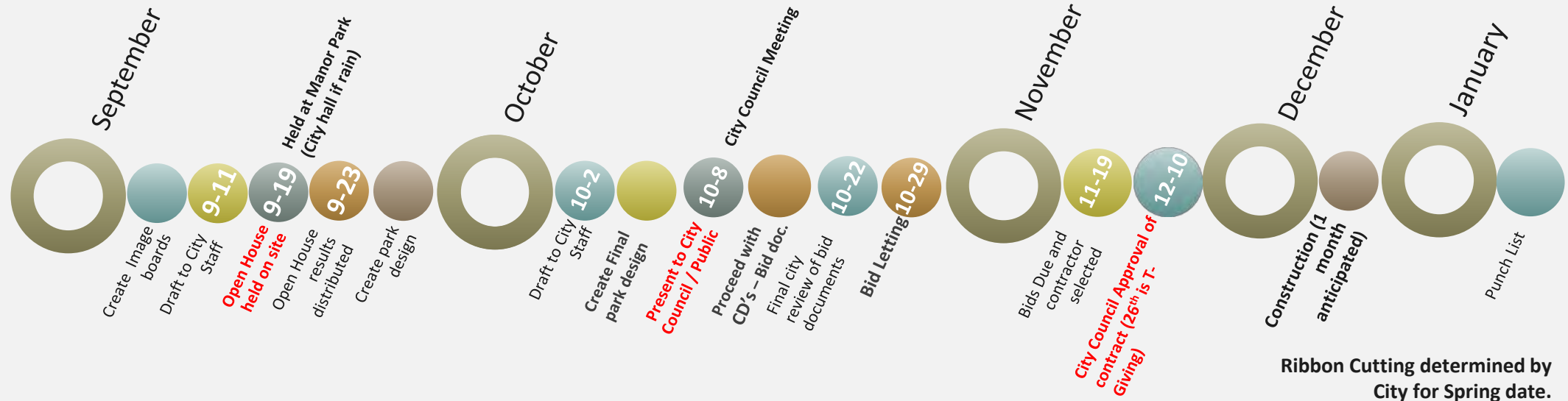
2 | CONCEPT SKETCH

MANOR PARK | EDGERTON KS | OCTOBER 08, 2015



Manor Park Estimated Schedule

Updated: 9.10.15



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 2016 and Authorize the Mayor to Execute the Agreement

Department: Administration

Background/Description of Item: The City of Edgerton contracts with the Johnson County Sheriff's Office to provide law enforcement services to the citizens of Edgerton. The services as described in the agreement for 2016 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 agreement states 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, 2016 through December 31, 2016.

The annual cost of the contract increased by 4.52% from 2015 for a total of \$270,928. This amount is slightly lower (\$2206) than what was discussed during the annual budget process in 2015 and was included in the approved Fiscal Year 2016 Annual Budget. The approved 2016 budget includes \$275,000 for **contracted law enforcement services from 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 \$2.37 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 Council requested historical data from the Sheriff's Office regarding calls for service within the City of Edgerton corporate city limits and those within the third district. That information was previously transmitted to the City Council but has also been included separately with this packet. Additionally, included is the monthly reports for January 2014 through September 2015 provided by the Sheriff's Office in a separate file.

Enclosure: Draft Agreement with **Johnson County Sheriff's Office**
Updated City of Edgerton Estimate of 2016 Patrol Costs
Edgerton Statistics Provided by Johnson County Sheriff's Office (separate file)
Monthly Reports Jan 2014 to September 2015 (separate file)

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 2016 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 7, 2015

**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, 2016 through December 31, 2016. 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 Sixty-Five Thousand Nine Hundred Twenty-Eight Dollars (\$265,928) 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 \$2.37 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, 588 E Santa Fe, Suite 2000, 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

DRAFT

CITY OF EDGERTON
ESTIMATE OF PATROL COSTS

	2016 Est.	
Patrol Deputy Costs:		
Estimated 2015 average salary	\$ 57,366	
KP&F	11,536	
FICA	4,389	
Life Insurance	60	
Liability Insurance	493	
Health Insurance	9,872	
Unemployment Insurance	120	
Workers' Comp Insurance	1,155	
Uniform cleaning	677	
Rounding	-	
Estimated cost per deputy	85,669	
No. of deputies	5	
Cost of 5 deputies to staff patrol district		\$ 428,345
Patrol Vehicle Costs:		
Vehicle	26,956	
Vehicle maintenance & tires	2,400	
Vehicle gasoline	11,850	
Cost of patrol vehicle		41,206
Administrative costs @ 10% of patrol costs		42,835
District operating costs		512,386
City's share of operating costs	51.9%	265,928
Additional overtime allowance		5,000
Total costs to City		\$ 270,928
Prior year's costs to City		\$ 259,218
Percent change		4.52%

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider a Contract with Candid Marketing for Marketing and Communications Services for Strategic Marketing Services for 2016

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 2016.

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 \$3300 per month for a total of \$39,600. This includes an increase of \$150 per month over 2015 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.

Staff would anticipate discussing with City Council in January scope of services for marketing and communications services in 2017. Following that discussion, staff plans to release a Request for Proposals for marketing and communication services to begin in 2017. Staff hopes to have a vendor partner selected for inclusion in the 2017 budget development process.

At the December 10, 2015, Candid will present 2016 Media Recommendations for review and approval by City Council.

Enclosures: Contract and Scope of Work

Recommendation: Approve a Contract with Candid Marketing for Marketing and Communications Services for Strategic Marketing Services for 2016

Funding Source: General – General Government – Marketing and Advertising

Prepared by: Beth Linn, City Administrator
Date: December 7, 2015



City of Edgerton Scope of Work and Contract: January – December 2016

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.

2016 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
- Public Information Officer (PIO) services
- 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.



Following is the 2016 marketing communications plan for the City of Edgerton. The objectives, strategies and tactics are based on **candid's** current understanding of the marketing communications objectives and needs of the City. It may be revised as needed throughout the year in order to meet objectives, to take advantage of new opportunities that may arise or as plans change.

Objectives and Strategies

- Build on momentum from opening of LPKC to continue development efforts to attract new businesses to the City and LPKC. This also includes supporting the City in any groundbreaking efforts, special events or public relations endeavors.
- Maximize relationships with community partners (Southwest Johnson County EDC, the Gardner Edgerton Chamber, KC SmartPort, BNSF, NorthPoint Development and others) to position the City as development friendly community.
- Engage with residents to regularly communicate information on City news, services and operations (via online, email, mailings and print). Also build and promote community spirit through civic events, highlighting news on City amenities (such as the library, museum, Parks and Recreation events and elementary school) and other opportunities to support their fellow neighbors.
- Support the communications efforts of the Parks & Recreation coordinator to promote new programs and build excitement and participation among residents.
- Facilitate information sharing and team building among City staff.
- Continue positioning the tremendous opportunity and huge potential that defines this close-knit community. The vision is taking shape and over time will continue to become reality. While maintaining its small town values and community spirit, the City of



Edgerton embraces growth and development and invites residents and businesses to come grow with the City.

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.
 - NotifyJoCo – City is exploring this notification system as way for residents to subscribe to news about the City, county, utility company, etc.
 - Chamber Coffee – Postcard invitation to Chamber members for a coffee to be hosted by the City.
 - Audit and recommend possible inexpensive, but effective direct mail channels to reach residents on new and changes in services.
 - City's holiday card. Also small run of a Mayor's Christmas Tree Fund card that can be used year after year and shared with recipient families of the Fund.
 - Develop an annual review and provide marketing and communications support for the State of the City event.
 - Ongoing support of workforce development, career open houses with tenants at LPKC and other community events as needed.
 - 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
- Advertising
 - Continue advertising placements with Gardner News (print and online) and GardnerEdge.com. Schedule will be determined following planning discussion with Parks & Rec as some print ads may promote Parks & Rec programs, in addition to seasonal and other City event-focused ads. Depending on the plan for Parks & Rec, a portion of the print advertising budget may be allocated to periodic Parks & Rec mailings.
 - Audit current advertising plan with Heartland Real Estate News and Midwest Real Estate. These ads extend the reach of the City's brand beyond Kansas City to a more regional audience.
- 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.
 - Develop news releases for new City staff and other announcements, as needed.
 - ICMA Awards 2016 - complete and submit an application for an ICMA Award recognizing creative contributions to professional local government management and the public awareness of the value of professional management to the quality of life in communities.



- Coordinate other community and industry recognition awards nomination submissions for the Mayor, Staff and various community/development projects.
- 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
- Online
 - Website update– In conjunction with financial support from KCP&L, work with designated website programming team to write, design and facilitate a new City website. The new site will deploy today's best practices including mobility, search engine optimization and better content management system.
 - Serve as liaison to the Parks and Recreation website.
 - Website hosting (ongoing).
 - Other website programming – will be estimated per project, as needed.
- Ongoing Tactics
 - Photography – 30 hours annually by Alyssa Petrik.
 - Community brochures – reprint as needed.
 - Name tags, Council name plates.
 - Equipment and vehicle decals and other signage.
 - Apparel and promotional items, as needed.
 - Tradeshow promotional items/printing, as needed.
 - Manual covers, forms and other support as needed.
- 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
 - City budget (self-contained, bound piece)
 - How to understand your bill (includes policies for how residents should pay their utility bill)
 - Fillable forms (as needed)
 - Finalize the new resident packet
 - Development package
 - New map with expanded City and LPKC boundaries
 - Collateral for tradeshow
 - Amenities/services overview for staff of new companies locating in Edgerton (as needed)
 - Revisit campaign and timing for possible Buy Local campaign to promote engaging with local businesses.
 - 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 2016, 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 \$3,300 per month** which would include up to 360 annual hours for services as outlined in the scope of work.

Additional hours over the 360 or projects not included in this Scope of Work 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 2016.



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 1, 2016, invoiced on the first day of each month for \$3,300 through December 2016. Payment is due within 15 days.

On behalf of the City of Edgerton:

Name/ Title

Date: _____

Signature: _____

On behalf of candid:

Becky Freetly-Graber
Partner, candid, LLC

Date: 6.1.15

Signature:

9 of 9
candid, LLC

A handwritten signature in black ink, appearing to read "Becky Freetly-Graber", written over a horizontal line.

2016 Scope of Work + Contract |

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: December 10, 2015

Agenda Item: Ordinance Authorizing Bonds and Bond Documents

Subject: Industrial Revenue Bonds and Property Tax Abatement for ELHC XIV Project

Summary:

The City received an application for property tax abatement from ELHC XIV, LLC for a project located in the Logistics Park, consisting of an approximately 822,500 sq. ft. warehouse and distribution facility, to be located at 19451 and 19535 Waverly Road in Edgerton, Kansas (the "Project").

The City has previously adopted Resolution No. 07-08-10A on July 8, 2010, Resolution No. 04-25-13A on April 25, 2013, and Resolution No. 04-09-15A on April 9, 2015 (collectively, the "Resolution of Intent") expressing the intent of the City to issue its industrial revenue bonds in multiple series, the aggregate amount of all series not to exceed \$1,000,000,000, to finance the costs of acquiring, constructing, reconstructing, improving and equipping various projects within The Logistics Park-KC for the benefit of Edgerton Land Holding Company, LLC, or its assigns (the "Developer"). The City adopted Resolution No. 06-11-15A on June 11, 2015 (the "Assignment Resolution") consenting to the assignment of \$38,000,000 of the Developer's interest in the Resolution of Intent to ELHC XIV, LLC for the Project. Prior to adopting the Assignment Resolution, the City held a public hearing on the Project and considered the cost-benefit report.

Ordinance:

The Ordinance authorizes the City to issue up to \$38,000,000 of industrial revenue bonds for the Project. This bond issue is commonly referred to as a "buy your own bonds bond issue." ELHC XIV will be both the lessee on the project and the owner of the bonds. When the bonds are issued, ELHC XIV will lease the project site to the City as is required by state law in order to provide property tax abatement. The City will then sublease the project back to ELHC XIV. ELHC XIV will be obligated to repurchase the project at the conclusion of the tax abatement.

The bonds will be limited obligations of the City. This means that the City has to make payments on the bonds to ELHC XIV as the owner of the bonds only to the extent the City receives payments from ELHC XIV pursuant to the lease. If lease payments from ELHC XIV are insufficient to cover scheduled debt service on the bonds, the City is not obligated to make up any shortfall from any other funds of the City. The bonds are not a general obligation of the City and do not count against the City's debt limit.

The Ordinance authorizes the City to enter into the following documents:

- (a) Trust Indenture which contains the terms governing the Bonds and contains the form of the Bonds;
- (b) Base Lease Agreement whereby the City leases the project site from ELHC XIV;
- (c) Lease Agreement whereby the City will lease the project to ELHC XIV for the term of the tax abatement;
- (d) Bond Purchase Agreement whereby ELHC XIV agrees to acquire the Bonds;
- (e) Performance Agreement whereby ELHC XIV agrees to make certain payments-in-lieu of tax payments; and
- (f) Origination Fee Agreement whereby ELHC XIV agrees to pay the origination fee to the City over time.

ORDINANCE NO. 1005

AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (ELHC XIV, LLC PROJECT) SERIES 2015, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$38,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF A WAREHOUSE AND DISTRIBUTION FACILITY, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH THE TRUSTEE SET FORTH THEREIN; AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH ELHC XIV, LLC; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Edgerton, Kansas (the “City”), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the City has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issue its Industrial Revenue Bonds (ELHC XIV, LLC Project) Series 2015, in an aggregate maximum principal amount not to exceed \$38,000,000, for the purpose of acquiring, constructing and equipping a commercial project, consisting of an approximately 822,500 sq. ft. warehouse and distribution facility, to be located at 19451 and 19535 Waverly Road in Edgerton, Kansas, including land, buildings, structures, improvements, fixtures, machinery and equipment (the “Project”), and that the City lease the Project to ELHC XIV, LLC, a Kansas limited liability company (the “Company”); and

WHEREAS, the governing body of the City further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project. The City is hereby authorized to provide for the acquisition, purchase, construction, installation, rehabilitation and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell its Industrial Revenue Bonds (ELHC XIV, LLC Project) Series 2015, in an aggregate maximum principal amount not to exceed \$38,000,000 (the “Bonds”), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the City from the Project, and the Project and the net earnings derived by the City from the Project shall be pledged and assigned to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture.

Section 3. Authorization of Documents. The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the Council of the City (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the officers of the City executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated the date set forth therein (the “Indenture”), between the City and the trustee set forth therein (the “Trustee”), pursuant to which the Bonds shall be issued and the City shall pledge the Project and assign the rents, revenues and receipts received pursuant to the hereafter defined Lease to the Trustee for the benefit of and security of the holder of the Bonds upon the terms and conditions as set forth in said form of Indenture;

(b) Base Lease Agreement dated the date set forth therein (the “Base Lease”), between the Company and the City, under which the City will lease the project site from the Company;

(c) Lease Agreement dated the date set forth therein (the “Lease”), between the City and the Company, under which the City will agree to use the proceeds derived from the sale of the Bonds for the purpose of acquiring, purchasing, constructing, installing and equipping the Project and to sublease the Project to the Company, and the Company will agree to make payments in amounts sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same become due;

(d) Bond Purchase Agreement dated the date set forth therein (the “Bond Purchase Agreement”), between the City and the Company, as Purchaser;

(e) Performance Agreement dated the date set forth therein (the “Performance Agreement”), between the City and the Company; and

(f) Origination Fee Agreement dated the date set forth therein (the “Origination Fee Agreement”), between the City and the Company.

Section 4. Execution of Bond and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor of the City is hereby authorized and directed to execute the Indenture, the Base Lease, the Lease, the Bond Purchase Agreement, the Performance Agreement, the Origination Fee Agreement and such other documents,

certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the Indenture, the Base Lease, the Lease, the Bond Purchase Agreement, the Performance Agreement, the Origination Fee Agreement and such other documents, certificates and instruments as may be necessary.

Section 5. Further 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 Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Indenture, the Base Lease, the Lease, the Performance Agreement, the Bond Purchase Agreement and the Origination Fee Agreement.

Section 6. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication in summary form in the official City newspaper.

PASSED by the Council of the City of Edgerton, Kansas, this 10th day of December, 2015.

Donald Roberts, Mayor

[SEAL]

ATTEST:

Janeice Rawles, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: December 10, 2015

Agenda Item: Ordinance Authorizing Master Indenture and Series 2015A Bonds

Subject: Home Rule Revenue Bonds and Master Trust Indenture
for Public Infrastructure Improvements

Summary:

The Financing Plan for the Intermodal and Logistics Park provides for the City to transfer the Sources of Funds that are currently being held in the Public Infrastructure Fund to a trustee to be held and distributed pursuant to a Master Indenture. The Financing Plan also anticipates that the City will issue home rule revenue bonds which bear interest at tax-exempt rates in order to refinance the obligations of the City to ELHC under the outstanding reimbursement agreements.

Outstanding Reimbursement Obligations

ELHC has completed two public infrastructure project – Kill Creek and the Kill Creek extension. ELHC is working on two more public infrastructure improvements – the Water Tower and Montrose. The City agree to reimburse ELHC for the costs of these public infrastructure improvements when funds were available. These reimbursement obligations are incurring interest at 9.5%.

Master Indenture

The Ordinance authorizes a Master Indenture and a Supplemental Master Indenture. These documents instruct Commerce Bank, the trustee, to establish a Revenue Fund. On December 22, the City will transfer all funds on deposit in the Public Infrastructure Fund to the trustee. The trustee will deposit this money in a Revenue Fund to be held for various purposes, such as the payment of priority obligations, a reserve fund, a fund to complete the overpass and a fund to pay bonds.

The Ordinance also authorizes a Placement Agent Agreement, a Tax Certificate and a Reimbursement Termination Agreement.

Home Rule Revenue Bonds

Pursuant to the Master Indenture, the City will issue its home rule revenue bonds. These bonds are not a general obligation of the City and are payable only to the extent funds are available in the Revenue Fund. Proceeds of the bonds will be used to reimburse ELHC for and complete the four projects described above. By issuing the bonds, the reimbursement obligations will accrue interest at a tax-exempt rate of 5.378%, instead of 9.5%.

ORDINANCE NO. 1006

AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE HOME RULE REVENUE BONDS (LOGISTICS PARK INFRASTRUCTURE PROJECTS) SERIES 2015A, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$10,155,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY OR REIMBURSE THE COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Edgerton, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the City, Edgerton Land Holding Company, LLC, a Kansas limited liability company (“ELHC”), and BNSF Railway Company, a Delaware corporation, entered into an Amended and Restated Public Infrastructure Financing plan dated July 15, 2015 (the “Financing Plan”), to provide for the financing and construction of certain Public Infrastructure Improvements (as defined in the Financing Plan) located within the Logistics Park-Kansas City; and

WHEREAS, the Financing Plan requires the City to collect certain Sources of Funds (as defined in the Financing Plan) and deposit the Sources of Funds in a Public Infrastructure Fund (as defined in the Financing Plan); and

WHEREAS, the Financing Plan anticipates that the City will utilize certain Funding Mechanisms (as defined in the Financing Plan) to fund Public Infrastructure Improvements, one of which is the issuance of home rule revenue bonds pursuant to Article 12, Section of 5 of the Kansas Constitution (the “Act”); and

WHEREAS, the Financing Plan also anticipates that the Sources of Funds held by the City in the Public Infrastructure Fund will be transferred to a trustee to be held and administered pursuant to an indenture; and

WHEREAS, pursuant to the Act, the City is authorized to determine its local affairs and government, and pursuant to and in furtherance of the purposes of the Act and the Financing Plan, the City proposes to issue its Home Rule Revenue Bonds (Logistics Park Infrastructure Projects), Series 2015A, in the aggregate principal amount not to exceed \$10,155,000 (the “Bonds”) for the purpose of providing funds to pay the costs of acquiring and completing the Public Infrastructure Improvements described in the Supplemental Indenture (hereafter defined) (the “Projects”); and

WHEREAS, the governing body of the City further finds and determines that it is necessary and desirable in connection with the issuance of these Bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Authorization for the Acquisition and Completion of the Projects. The City is hereby authorized to provide for the acquisition and completion of the Projects, all in the manner and as more particularly described in the Financing Plan, the Master Indenture and the Supplemental Indenture hereinafter authorized.

Section 2. Transfer of Sources of Funds. The City is hereby authorized to transfer the Sources of Funds to the Commerce Bank (the "Trustee") pursuant to and in the manner required by the Master Indenture and the Supplemental Indenture.

Section 3. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell the Bonds for the purpose of providing funds to pay the cost of acquiring and completing the Projects. The Bonds shall be issued and secured pursuant to the herein authorized Master Indenture and Supplemental Indenture, and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Master Indenture and Supplemental Indenture. The Bonds shall be payable solely out of the funds provided for in the Master Indenture and Supplemental Indenture, which shall be pledged and assigned to the Trustee as security for payment of the Bonds as provided in the Master Indenture and Supplemental Indenture.

Section 4. Authorization of Documents. The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the Council of the City (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Master Trust Indenture dated the date set forth therein (the "Master Indenture"), between the City and the Trustee, pursuant to which the Sources of Funds will be held and distributed by the Trustee, and pursuant to which the Bonds shall be issued, and the City shall agree to use certain revenues described in the Master Indenture for repayment of the Bonds upon the terms and conditions as set forth in the form of Master Indenture;

(b) Supplemental Master Trust Indenture No. 1 dated the date set forth therein (the "Supplemental Indenture"), which supplements the Master Indenture and describes the terms of the Bonds, the sources and uses of funds, and other matters;

(c) Placement Agent Agreement dated the date set forth therein (the "Placement Agreement"), among the City, Commerce Bank, as Placement Agent, and ELHC, as Purchaser, pursuant to which the Bonds will be placed to ELHC;

(d) Tax Certificate dated the date set forth therein (the "Tax Agreement"), between the City and the Trustee, containing certain covenants and restrictions relating to the Bonds and the Projects and the use of proceeds of the Bonds; and

(e) Reimbursement Termination Agreement dated the date set forth therein (the “Reimbursement Termination Agreement”), between the City and ELHC, which describes the status of certain reimbursement obligations owing by the City to ELHC pursuant to the Financing Plan and various reimbursement agreements entered into between the parties.

Section 5. Execution of Bond and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Master Indenture and Supplemental Indenture. The Mayor of the City is hereby authorized and directed to execute the Master Indenture, the Supplemental Indenture, the Placement Agreement, the Tax Agreement, the Reimbursement Termination Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the Master Indenture, the Supplemental Indenture, the Placement Agreement, the Tax Agreement, the Reimbursement Termination Agreement and such other documents, certificates and instruments as may be necessary.

Section 6. Further 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 Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Master Indenture, the Supplemental Indenture, the Placement Agreement, the Tax Agreement and the Reimbursement Termination Agreement.

Section 7. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication in summary form in the official City newspaper.

PASSED by the Council of the City of Edgerton, Kansas, this 10th day of December, 2015.

Donald Roberts, Mayor

[SEAL]

ATTEST:

Janeice Rawles, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel