

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
January 14, 2016**

**Call to Order**

1. **Roll Call** \_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Crooks \_\_\_\_ Troutner \_\_\_\_ Brown \_\_\_\_ Crist  
**Welcome**
2. **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)*

3. Agenda Approval
4. Approve City Council Meeting Minutes December 10, 2015
5. Approve the appointment of Desiree' Goans to Planning Commission
6. Approve Animal Permit for Glyn Powers at 1606 West 8<sup>th</sup> Street
7. Approve Animal Permit for Darius Crist at 510 West Braun Street
8. Approve Animal Permit for H.M. and B.K. Damet for 202 West 8<sup>th</sup> Street
9. Approve Animal Permit for Jarold and Sharon Owens at 410 West Braun
10. Approve Animal Permit for Marvin Vail at 1405 West 8<sup>th</sup> Street
11. Approve Animal Permit for Michael Mabrey at 1200 West Braun
12. Approve Animal Permit for Rick Magee at 1301 West 8<sup>th</sup> Street

**Regular Agenda**

13. **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.
14. **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.
15. Presentation of 2015 Holiday Home Decorating Contest Winners
  - 1st Place: Gillard's, 525 W. Martin
  - 2nd Place: Hill's, 521 W. Martin
  - 3rd Place: Crooks', 102 E. McDonald

**Business Requiring Action**

16. **CONSIDER AGREEMENT WITH THE SOUTHWEST JOHNSON COUNTY ECONOMIC DEVELOPMENT CORPORATION TO PROVIDE ECONOMIC DEVELOPMENT SERVICES FOR FISCAL YEAR 2016 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT**

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

17. **CONSIDER ORDINANCE NO. 1008 AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (ELHC XV, LLC PROJECT) SERIES 2016, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$25,200,000, 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: \_\_\_\_\_

18. **CONSIDER RESOLUTION NO. 01-14-16A PURSUANT TO K.S.A. 26-201 SETTING FORTH THE NECESSITY FOR CONDEMNATION OF PRIVATE PROPERTY AND AUTHORIZING PREPARATION OF A SURVEY AND LEGAL DESCRIPTIONS OF THE PROPERTY TO BE CONDEMNED**

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

**19. Report by the City Administrator**

- Report on January Utility Bills Posting Online; Discussion regarding payment due dates for January Utility Bills
- Learning & Career Center Hiring Fair, Thursday January 21<sup>st</sup>, 4:00 – 7:00 PM at 30750 West 193<sup>rd</sup> Street (SE Corner of Jet building)

**20. Report by the Mayor**

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

- January 12<sup>th</sup> 7:00 PM – Planning Commission
- January 20<sup>th</sup> Noon – Senior Lunch
- January 21<sup>st</sup> 4:00 – 7:00 PM; Learning and Career Center Hiring Fair (30750 West 191<sup>st</sup> Street in SE corner of Jet building)
- January 28<sup>th</sup> 7:00 PM – City Council Meeting

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

**City of Edgerton, Kansas  
Minutes of City Council Regular Session  
December 10, 2015**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on December 10, 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
Darius Crist	present
Jody Brown	present
Clay Longanecker	present

Cindy Crooks	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**

Motion by Brown, seconded by Longanecker, to approve the consent agenda with exception of item numbers 8, 9, and 16.

Motion was approved, 4-0

4. Agenda Approval was approved
5. City Council Meeting Minutes November 12, 2015 was approved
6. Special City Council Meeting Minutes November 10, 2015 was approved
7. Renewal of a Cereal Malt Beverage License Application for 2016 was approved
8. 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 was removed for separate consideration.
9. 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 was removed for separate consideration.

10. Resolution No. 12-10-15C Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas was approved.
11. 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 was approved.
12. Year-End Longevity Bonus for Employees was approved.
13. A One-Year Contract Extension with The Reflective Group to Provide Information Technology Services
14. 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 was approved.
15. Application FP2015-05, Final Plat, Logistics Park Kansas City – Southeast, Third Plat was approved
16. Acceptance of Dedication of Right-of-Way for the Widmer Property South of 191st Street and West of Homestead Lane was removed for separate consideration.

Item #8 removed for separate consideration regarding Resolution No. 12-10-15A waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causes was considered. Mayor Roberts and City Administrator Beth Linn explained the Generally Accepted Accounting Principles that the City must follow to be in compliance with the laws of the State of Kansas.

Motion by Longanecker, seconded by Troutner, to approve item number eight from the consent agenda.

Motion was approved, 4-0.

Item #9 removed for separate consideration regarding 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 was considered. This item was pulled from the consent agenda so the changes made could be explained. The changes were explained by City Attorney Patrick Reavey and he noted he approved the changes. Mr. Reavey explained that the old agreement was from before the building was done.

Motion by Crist, seconded by Longanecker, to approve item number nine from the consent agenda.

Motion was approved, 4-0.

Item #16 removed for separate consideration regarding Acceptance of Dedication of Right-of-Way for the Widmer Property South of 191<sup>st</sup> Street and West of Homestead Lane was

considered. This item was pulled from the consent agenda to offer a more indepth explanation about the Rights-of-Way on the Widmer property. There was discussion and explanation of where this property is located.

Motion by Longanecker, seconded by Brown, to approve item number sixteen from the consent agenda.

Motion was approved, 4-0.

## **17. PUBLIC COMMENTS**

- 1) Ted Voights, 100 W. McDonald, was present to address the Mayor and Council about the railroad crossing on 199<sup>th</sup> and the median which is causing trouble getting their property. It was explained to Mr. Voights that this is a state project, and hopefully the state will widen the intersection and install turn lanes.
- 2) Mary Pritchard, 317 W. Nelson, was present to address the Mayor and Council about the school bond issue. Ms. Pritchard wanted to know why no one was present at the meeting last Tuesday evening. She told the council that only four people were at the Edgerton Meeting. After some discussion and questions, it was told that The City of Edgerton had a Planning Commission Meeting that evening, which is where some of our citizens could have been.

## **18. DECLARATION**

Council member Troutner stated he would remove himself from item number nineteen which is to consider facility use and maintenance agreement with Edgerton Historic Society for Edgerton Community Museum for 2016.

No other Declarations at this time were noted.

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

Council member Troutner left his council seat and left the room for the Historic Society discussion.

City Attorney Patrick Reavey informed the Mayor and Council that the 2016 agreement is the same as the 2015 and he has approved the agreement. The Use and Maintenance fee of \$500.00 has been waived; however the \$1.00 annual fee was paid tonight. Mayor Roberts said he appreciated what the city has done for the Historic Society. Mary Pritchard, treasurer for the Edgerton Historic Society, announced that the Historic Society needs to do some fundraising events to help offset the price of the 501C3 and the cost of the Insurance. The Historical Society will be electing officers at their meeting on January 18<sup>th</sup> 2016. She encouraged all to attend the meeting.

Motion by Crist, seconded by Longanecker, to approve the Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum for 2016.

Motion was approved, 3-0 with Council member Troutner abstaining.

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

Tegan Meadors, Edgerton Park and Recreation Coordinator introduced Carisa McMullen with Landworks and they presented information about when the fence would be installed at Manor Park, weather permitting the fence will being installed around the first of the year, with city staff doing some demolition. Tegan Meadors introduced Bryan Gordon the President of Mega Industries. Mega Industries was the low bidder for the Edgerton Manor Park Project. There were several questions about finances and the color of the shelter and the playground equipment.

Motion by Brown, seconded by Crist, to award the construction of the Manor Park Improvements Project to Mega Industries Corporation and authorize the Mayor to execute the contract.

Motion was approved, 4-0.

At this time Tegan Meadors handed out the judging cards for the Holiday Lighting Contest to the Mayor and Council members.

Council member Crooks arrived at the meeting at 7:41, during the park discussion.

**Motion by Crooks, seconded by Troutner, to close Manor Park with the commencing of construction.**

**Motion was approved, 5-0.**

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

The new agreement will commence on the 1<sup>st</sup> of January 2016. The Johnson County Sheriff's department has moved their local office into the city owned building at 305 E. Nelson. There was some discussion about boundaries and district changes, these items are being discussed with the Sheriff's Office.

Motion by Longanecker, seconded by Crist, to approve the 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 was approved, 5-0.

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

Beth Linn, City Administrator introduced Becky Freetly-Grabner with candid marketing. Becky passed out handouts for everyone with an annual update and 2016 recommendations. Candid

Marketing joined with The City of Edgerton in 2012 and several Council members thanked candid for a job well done.

Motion by Crooks, seconded by Troutner, to approve the contract with Candid Marketing for Marketing and Communications services for strategic marketing services for 2016.

Motion was approved, 5-0.

- 23. 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 WAS CONSIDERED.**

Scott Anderson with SA Legal Advisors was present to discuss and answer any questions about Ordinance No. 1005, which pertains to Industrial Revenue Bonds. This ordinance also allows the City of Edgerton; to enter into a trust indenture, a lease agreement, a bond purchase agreement, and authorizes and approves the execution of documents in connection with the issuance of the bonds.

Motion by Brown, seconded by Longanecker, to approve Ordinance No. 1005 which pertains to Industrial Revenue Bonds.

Motion was approved, 5-0.

- 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.**

Item #24 pulled from the agenda until later in the meeting.

- 25. REPORT BY THE CITY ADMINISTRATOR**

1) The confirmation of Job Descriptions will be coming in January

- 2) Electric Vehicle Charging Station – Kenny Cook, Community Development Director has spoke to Kansas City Power & Light Company and some contractors about the charging stations. Several questions have come up such as how many spaces are needed and where in the City of Edgerton is the best place to place these charging stations. It was the consensus of the council to wait and see what downtown development is going to bring in the future.

## **26. REPORT BY THE MAYOR**

Planning Commissioner Braun has resigned from his position. The Mayor has recommended and appointed Leslie Hardin to fill the unfilled term that expires in September 2017.

The Mayor and City Administrator attended First Fridays an event in Ottawa, that was very good and the Mayor would like to host some similar events.

Motion by Crooks, seconded by Crist, to approve the appointment of Leslie Hardin to the Planning Commission.

Motion was approved, 5-0.

**AN ORDINANCE AMENDING FEES CONTAINED WITHIN CHAPTER II OF THE EDGERTON, KANSAS MUNICIPAL CODE, AND ESTABLISHING THAT VARIOUS FEES OF THE CITY HEREAFTER BE GROUPED TOGETHER IN ONE RESOLUTION, WHICH RESOLUTION SHALL BE AMENDED HEREAFTER BY RESOLUTION OF THE CITY COUJNCIL WAS CONSIDERED.**

Mayor and Council were informed that additional changes to the animal ordinance are being worked on and will be available in January or February,

Motion by Troutner, seconded by Longanecker to approve **Ordinance #1006**.

Motion was approved, 3-2.

Council member Crooks addressed Mayor and council about closing the City on Christmas Eve and giving all full time employees the day off as a holiday with pay.

Motion by Crooks, seconded by Crist, to give all full time employees Christmas Eve off as a holiday with pay.

Motion was approved 5-0.

Mayor recesses the meeting for a ten minute break from 9:07-9:16.

## **27. EXECUTIVE SESSION**

Motion by Crooks, seconded by Longanecker to recess into executive session for ten minutes pursuant to K.S.A. 75-4319 (b)(6) Acquisition of real property, to include City Administrator and City Attorney.



Motion was approved, 5-0

Meeting recessed at 9:17 pm.

Motion by Crooks, seconded by Crist, to return from executive session. No action taken.

Meeting reconvened at 9:30 pm.

## **28. EXECUTIVE SESSION**

Motion by Crooks, seconded by Brown, to recess into executive session for twenty minutes pursuant to K.S.A. 75-4310 (b) (2) for Attorney –Client privilege, to include Bond Counsel and City Administrator.

Motion was approved, 5-0.

Meeting recessed at 9:35.

Motion by Crooks, seconded by Brown to return from executive session. No action taken.

Motion was approved, 5-0.

Meeting reconvened at 9:57 pm.

Motion by Crooks, seconded by Brown, to recess for an additional ten minutes.

Motion was approved, 5-0.

Meeting recessed at 9:58

Motion by Brown, seconded by Crist, to return from executive session, no action taken.

Motion was approved, 5-0

Meeting reconvened at 10:08.

- 29. CONSIDER ORDINANCE NO. 1007 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.**

The Ordinance approves the form of Master Trust Indenture and Supplemental Indenture No. 1 in the form presented to Council, but with two modifications. First, the Master Indenture will be modified to allow ELHC to be reimbursed for any funds it advances to cover deficiencies in the Priority Indebtedness Debt Service Reserve Fund. Second, the interest rate on the bonds shall be allowed to adjust to take in to account changes in the marginal tax rate, subject to approval of tax counsel.

Motion by Crooks, seconded by Longanecker, to approve Ordinance No. 1007 Home Rule Revenue Bonds.

Motion was approved, 5-0.

An agreement between the City of Edgerton and BG Consultants Incorporated, in the amount of \$31,000 for the purpose of obtaining services for the 2015 Interceptor Sewer Improvements, Topographic Survey, Strip Maps & Legal Descriptions was considered.

Motion by Crooks, seconded by Troutner, to approve the agreement between the City of Edgerton and BG Consultants.

Motion was approved, 5-0.

An agreement with Terra Technologies in the amount of \$21,670.00, for the purpose of environmental permitting was considered.

Motion by Brown, seconded by Longanecker, to approve the agreement with \_\_\_\_\_

Motion was approved, 5-0.

### **30. FUTURE MEETING/EVENT REMINDERS:**

- December 16<sup>th</sup> Noon – Senior Lunch
- December 25<sup>th</sup> – City Hall Closed
- January 1<sup>st</sup> – City Hall Closed
- January 14<sup>th</sup> 7:00 PN – City Council Meeting

Mayor Roberts wished everyone a Merry Christmas and reminded that there will not be another meeting until January 14<sup>th</sup>.

### **31. ADJOURN**

Motion by Brown, seconded by Crist, to adjourn.

Motion was approved, 5-0

Meeting adjourned at 10:15 pm.

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Janeice L. Rawles, CMC

City Clerk

Approved by the Governing Body on \_\_\_\_\_

# CITY OF EDGERTON, KANSAS

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

## APPLICATION FOR ANIMAL PERMIT

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

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

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

### 2015 ANNUAL NOTICE OF VALUE -- THIS IS NOT A TAX BILL

**Property Owner:**

POWERS, GLYN R.  
POWERS, JANICE E.  
PO BOX 341  
EDGERTON KS 66021-0341

119755



**Kansas Uniform Parcel Number:**

046-211-12-0-40-01-006.00-0

**Property Address:**

001606 W 8TH ST EDGERTON KS

**Legal Description:**

12-15-21 BG SE CR SE1/4 W 871.20' N 169.13'  
E 871.20' S 169.18' TO POB 3.39 ACS M/L  
EDC 129

**Quick Reference Number:**

R2180

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

Number of Animals: 3 Description of animal (one per acre): Dont Egs. Gorts

Number of Fowls: 15 Description of fowls (five per acre): Ducks-Chickens

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

Glyn R Powers  
Signature of applicant

1-5-16  
Date

1606 W. 8th St.  
Address of applicant

913-238-9539  
Phone number

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

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**

# CITY OF EDGERTON, KANSAS

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

## APPLICATION FOR ANIMAL PERMIT

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

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

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

510 W. Braun St Edgerton Ks 66021  
7-15-22 Bq 467' N & 373' E SW CR SW 1/4 E 559.5' x  
5233.5' EX (3AC)  
7-15-22 Bq 559.5' E SW CR SW 1/4 E 373' x N 233.5'  
(1.74 AC)

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

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

Number of Fowls: 25 Description of fowls (five per acre): chickens

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

Darius Crist  
Signature of applicant

12/22/15  
Date

510 W. Braun St Edgerton Ks  
Address of applicant

913 963 6346  
Phone number

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

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**

# CITY OF EDGERTON, KANSAS

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

## APPLICATION FOR ANIMAL PERMIT

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

H.M. + B.K. DAMET the owner, keeper, lessee, occupant or person in  
charge of the following described property in the City of Edgerton, Kansas containing  
3 acres. 1/2 acre in county

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

Southwest corner Edgerton Rd & 56 highway  
202 West 8th St.

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

Number of Animals: 3 Description of animal (one per acre): horses/cattle

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

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

[Signature]  
Signature of applicant

11 Dec 2015  
Date

202 W. 8th  
Address of applicant

913 915 5552  
Phone number

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

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**

# CITY OF EDGERTON, KANSAS

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

## APPLICATION FOR ANIMAL PERMIT

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

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

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

See attached

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

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

Number of Fowls: \_\_\_\_\_ Description of fowls (five per acre): \_\_\_\_\_

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

[Signature]  
Signature of applicant

12-15-15  
Date

410 W. BIRCH  
Address of applicant

913 893 9762  
Phone number

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

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**

# CITY OF EDGERTON, KANSAS

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

## APPLICATION FOR ANIMAL PERMIT

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

Marvin Vail the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 10 acres.

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

1405 W. 8<sup>th</sup> Street  
Edgerton, KS 66021

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

Number of Animals: 1 Description of animal (one per acre): Mini Horse

Number of Fowls: 8 Description of fowls (five per acre): chickens

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

[Signature]  
Signature of applicant

1/6/16  
Date

1405 W. 8<sup>th</sup> Street  
Address of applicant Edgerton, KS 66021

913-893-6461  
Phone number

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

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**



# CITY OF EDGERTON, KANSAS

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

## APPLICATION FOR ANIMAL PERMIT

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

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

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

12-15-21 B6 1125.19' E SW CR SE 1/4 E 198.69' N  
986.48' W 198.76' S (Abbr.) 986.38' to POB 4.5 ACS m/L  
EDC 129 1 B

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

Number of Animals: 4 Description of animal (one per acre): Cow / goats / Horse

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

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

[Signature]  
Signature of applicant

12-18-15  
Date

1200 W Braun  
Address of applicant

913-207-3571  
Phone number

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

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**

# CITY OF EDGERTON, KANSAS

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

## APPLICATION FOR ANIMAL PERMIT

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

Rick Magee the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 6.84 acres.

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

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

Number of Animals: 6 Description of animal (one per acre): cows

Number of Fowls: 30 Description of fowls (five per acre): chicken

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

Rick Magee  
Signature of applicant

12-13-15  
Date

1301 W 8th  
Address of applicant

913 893 6596  
Phone number

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

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider an Agreement with the Southwest Johnson County Economic Development Corporation to provide Economic Development Services for Fiscal Year 2016 and Authorize the Mayor to Execute the Agreement

**Department:** Administration

**Background/Description of Item:** The City of Edgerton partnered with the Southwest Johnson County Economic Development Corporation (SWJCEDC) for certain economic development services for the last twenty years. This contract would continue that relationship. The staff at the Southwest Johnson County EDC has the skills and experience to assist the City of Edgerton with the many facets of economic development. Attracting and retaining businesses to the City is a time consuming process that requires specialized knowledge and strong relationships with state agencies, utilities, businesses, developers and real estate professionals. Due to the significant importance of continued development and growth of the business sector within the City, staff recommends the City Council continue to secure these services from the SWJCEDC.

The agreement is for the same amount as 2015 at \$35,000. The term of this agreement shall be for one year commencing on January 1, 2016 and terminating on December 31, 2016.

As part of the Contract, the EDC will provide, through its professional staff, the following services to the City:

- a. **MARKETING.** The EDC shall provide support to the City and its staff in marketing the business advantages to potential corporate residents. This shall include items such as market research, accumulation of data concerning prospective tenants, development and distribution of marketing materials, attendance at trade shows, conventions and other events where appropriate market intelligence can be gained, and other activities deemed appropriate by the parties. The EDC shall initiate such activities as it deems appropriate to ensure that the City is well represented in the commercial and industrial real estate market both regionally and nationally.
- b. **EXISTING BUSINESS RELATIONS.** The EDC shall assist the City and its staff in establishing and maintaining relationships with the existing businesses, to assist those businesses in developing and expanding their facilities at the City and to identify and pursue potential linkages with other businesses who may be candidates for locating to the City. EDC staff shall specifically and purposefully offer its services to each and every business in the City. The EDC shall develop a means of annually contacting the managers of these businesses informing them about the services available through the EDC. EDC staff shall annually survey these businesses to update information about expansion opportunities.
- c. **BUSINESS RECRUITMENT.** The EDC shall initiate an aggressive program to identify and recruit new businesses to the City. The EDC shall undertake specific efforts to identify target businesses by industry and by name, to inform those businesses of the opportunities for locating to the City, and to follow-up with qualified prospects in order to prepare development proposals. EDC staff shall participate in joint efforts at the local, regional and state levels to recruit new businesses to the City.

- d. **DEVELOPMENT PROPOSALS.** EDC staff shall assist existing businesses and prospective new businesses in preparing development proposals for the consideration of the City. EDC staff shall become familiar with every aspect of economic development as it applies to the City, and shall develop an understanding of the City's objectives in developing the commercial and industrial sectors of the City. EDC staff shall act as facilitator for prospective business development and shall assist in the presentation of the development proposal to the various jurisdictions having oversight on the development in the City. EDC staff shall strive to develop a "one-stop shopping" approach for development proposals so that a proponent of a project can get virtually all of his or her questions answered by or through the EDC staff.

The Agreement is the same as 2015 with the exception of the timing of the first payment to February, since the agreement will be considered by City Council in January. The City Attorney has not yet reviewed the Agreement, but will provide any comment during the meeting. The approved budget for fiscal year 2016 includes \$35,000 funding for economic development services provided by Southwest Johnson County EDC.

Enclosure: Draft Agreement

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

**Recommendation:** Approve an Agreement with the Southwest Johnson County Economic Development Corporation to provide Economic Development Services for Fiscal Year 2016 and Authorize the Mayor to Execute the Agreement

**Funding Source:** General – General Government – Marketing and Advertising

Prepared by: Beth Linn, City Administrator  
Date: January 5, 2016

## AGREEMENT

THIS CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES ("Renewal") is made and entered into as of this 14<sup>th</sup> day of January, 2016, by and between the City of Edgerton, Kansas (the "City") and the Southwest Johnson County Economic Development Corporation (the "EDC"), a Kansas not-for-profit corporation.

The EDC has been organized by representatives of the business community and certain government agencies in and around the greater Southwest Johnson County, Kansas for the purpose of promoting economic growth in the area, and

The City of Edgerton desires to procure from the EDC certain services in support of the City's plan for continued economic development and growth.

Therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

1. **SERVICES.** The EDC agrees to provide, through its professional staff, the following services to the City:

a. **MARKETING.** The EDC shall provide support to the City and its staff in marketing the business advantages to potential corporate residents, which support shall include, but is not limited to, market research, accumulation of data concerning prospective tenants, development and distribution of marketing materials, attendance at trade shows, conventions and other events where appropriate market intelligence can be gained, and other activities deemed appropriate by the parties. The EDC shall initiate such activities as it deems appropriate to ensure that the City is well represented in the commercial and industrial real estate market both regionally and nationally.

b. **EXISTING BUSINESS RELATIONS.** The EDC, through its professional staff, shall assist the City and its staff in establishing and maintaining relationships with the existing businesses, to assist those businesses in developing and expanding their facilities at the City and to identify and pursue potential linkages with other businesses who may be candidates for locating to the City. EDC staff shall specifically and purposefully offer its services to each and every business in the City. The EDC shall develop a means of annually contacting the managers of these businesses informing them about the services available through the EDC. EDC staff shall annually survey these businesses to update information about expansion opportunities.

c. **BUSINESS RECRUITMENT.** The EDC shall initiate an aggressive program to identify and recruit new businesses to the City. The EDC shall undertake specific efforts to identify target businesses by industry and by name, to inform those businesses of the opportunities for locating to the City, and to follow-up with qualified prospects in order to prepare development proposals. EDC staff shall participate in joint efforts at the local, regional and state levels to recruit new businesses to the City.

d. **DEVELOPMENT PROPOSALS.** EDC staff shall assist existing businesses and prospective new businesses in preparing development proposals for the consideration of the City.

EDC staff shall become familiar with every aspect of economic development as it applies to the City, and shall develop an understanding of the City's objectives in developing the commercial and industrial sectors of the City. EDC staff shall act as facilitator for prospective business development and shall assist in the presentation of the development proposal to the various jurisdictions having oversight on the development in the City. EDC staff shall strive to develop a "one-stop shopping" approach for development proposals so that a proponent of a project can get virtually all of his or her questions answered by or through the EDC staff.

2. **PERFORMANCE STANDARDS.** The EDC shall establish a plan of work in which the specific activities to be performed by the EDC staff are delineated. Such plan of work shall specifically address the nature and scope of services to be provided to the City and shall establish performance criteria by which the EDC staff's individual performance will be measured. Such plan of work shall be prepared annually and shall be subject to the approval of the City Administrator prior to adoption by the board of directors of the EDC.
3. **COMPENSATION.** In consideration of the services to be provided by the EDC, the City shall pay to the EDC the sum of \$35,000, payable at the rate of \$17,500 on the first day of the months of February, and July. The EDC shall prepare an invoice for each semi-annual payment and submit such invoice to the City 30 days prior to the scheduled payment.
4. **TERM.** The term of this agreement shall be for one year commencing on January 1, 2015, and terminating on December 31, 2016.
5. **RENEWAL.** This agreement may be renewed annually by mutual agreement of the parties.
6. **NO AGENCY RELATIONSHIP.** Notwithstanding anything to the contrary contained in this Agreement, the EDC and its employees shall not hold itself or themselves out as, and shall not be, an agent for the City. Neither the EDC nor its employees shall have authority to enter into agreements, leases, or other commitments on behalf of the City.
7. **INDEMNITY.** Each party to this agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation of liability provided under the Kansas Tort Claims Act.
8. **INSURANCE.** The EDC shall be solely responsible for obtaining all insurance coverages that it deems necessary or desirable in connection with its business and its obligations under this Agreement, including, but not limited to, general liability, workers compensation, and automobile liability coverage.
9. **TERMINATION.** In the event one party breaches this Agreement the other party may declare this Agreement in default. The non-breaching party may terminate this Agreement upon thirty days notice to the breaching party and this Agreement shall thereafter terminate unless the default is cured within such thirty days.
10. **DUTIES UPON EXPIRATION OR TERMINATION.** It is acknowledged and agreed that in the course of performing its obligations under this Agreement the EDC will compile and prepare certain

market information, client lists, data bases and other information relating to the City operations, businesses, prospective businesses, and other information, all of which shall become the property of the City upon the expiration or earlier termination of this Agreement. EDC agrees to deliver to the City all such information not later than the fifth business day following the expiration or earlier termination of the Agreement. All such information shall be kept confidential by EDC following the expiration or earlier termination of this Agreement and EDC agrees not to disclose such information to any third party except as required by law.

**11. FUNDING.** The parties acknowledge that the EDC's ability to fulfill the terms of this Agreement is contingent upon continued funding by its members, and that such funding is currently primarily comprised of voluntary contributions. EDC shall make reasonable efforts to gain continuing financial support through expanded membership and through other funding sources, such as grants-in-aid and service contracts with other agencies and organizations.

**IN WITNESS WHEREOF**, the parties hereto have set their hand this 14<sup>th</sup> day of January, 2016, at Johnson County, Kansas.

SOUTHWEST JOHNSON COUNTY  
ECONOMIC DEVELOPMENT CORP.

CITY OF EDGERTON, KANSAS

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

## CITY OF EDGERTON, KANSAS

### COUNCIL AGENDA ITEM

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**Council Meeting Date:** January 14, 2016

**Agenda Item:** Ordinance Authorizing Bonds and Bond Documents

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

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#### Summary:

The City received an application for property tax abatement from ELHC XV, LLC for a project located in the Logistics Park, consisting of an approximately 548,000 sq. ft. warehouse and distribution facility, to be located at 19531 Montrose Street, which is located at the southeast corner of 191<sup>st</sup> Street and 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. 10-22-15A on October 22, 2015 (the “Assignment Resolution”) consenting to the assignment of \$25,200,000 of the Developer’s interest in the Resolution of Intent to ELHC XV, 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 \$25,200,000 of industrial revenue bonds for the Project. This bond issue is commonly referred to as a “buy your own bonds bond issue.” ELHC XV will be both the lessee on the project and the owner of the bonds. When the bonds are issued, ELHC XV 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 XV. ELHC XV 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 XV as the owner of the bonds only to the extent the City receives payments from ELHC XV pursuant to the lease. If lease payments from ELHC XV 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 XV;
- (c) Lease Agreement whereby the City will lease the project to ELHC XV for the term of the tax abatement;
- (d) Bond Purchase Agreement whereby ELHC XV agrees to acquire the Bonds;
- (e) Performance Agreement whereby ELHC XV agrees to make certain payments-in-lieu of tax payments; and
- (f) Origination Fee Agreement whereby ELHC XV agrees to pay the origination fee to the City over time.



## **ORDINANCE NO. 1008**

**AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (ELHC XV, LLC PROJECT) SERIES 2016, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$25,200,000, 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 XV, LLC Project) Series 2016, in an aggregate maximum principal amount not to exceed \$25,200,000, for the purpose of acquiring, constructing and equipping a commercial project, consisting of an approximately 548,000 sq. ft. warehouse and distribution facility, to be located at 19351 Montrose Street, Edgerton, Kansas, including land, buildings, structures, improvements, fixtures, machinery and equipment (the "Project"), and that the City lease the Project to ELHC XV, 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 XV, LLC Project) Series 2016, in an aggregate maximum principal amount not to exceed \$25,200,000 (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 14<sup>th</sup> day of January, 2016.

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Mayor

[SEAL]

ATTEST:

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City Clerk

Approved as to form:

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Scott W. Anderson, Bond Counsel

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Resolution No. 01-14-15A Pursuant To K.S.A. 26-201 Setting Forth The Necessity For Condemnation Of Private Property And Authorizing Preparation Of A Survey And Legal Descriptions Of The Property To Be Condemned

**Department:** Utilities

**Background/Description of Item:** The City of Edgerton is partnering with Edgerton Land Holding Company to construct the LPKC Sewer Interceptor, a new gravity sewer interceptor main from the crossing installed under Homestead Lane just north of 199<sup>th</sup> Street to provide sanitary sewer service to Inland Port XIV (east of Waverly Road and south of 191<sup>st</sup> Street).

Edgerton Land Holding Company is in final negotiation stages for occupancy of Inland Port XIV with a tenant expected to occupy the building by May 1<sup>st</sup>. Due to the number of potential employees, the tenant requires sanitary sewer service by April 15<sup>th</sup>. To meet this deadline for service, city staff has been working with ELHC to complete the design and begin to secure easements. Previously, City Council has approved the contract with BG Consultants to perform topographical survey and easement preparation services and a contract with Terra Technologies for environmental permitting services.

On December 10, 2015, City Council directed staff to provide 30 days for property owners respond to request for easements. All easements were sent January 4<sup>th</sup> and staff has met with or spoken to many of those property owners. Staff anticipates many easements will be acquired prior to the February 3<sup>rd</sup> deadline. However, for those property owners who do not, staff anticipates the need to exercise the use of condemnation for acquiring the remaining easements.

The first step in that process would be for City Council to pass a resolution confirming the necessity for condemnation and authorizing the preparation of survey and legal descriptions. In an effort to meet the tight project schedule, staff is requesting that City Council approve this resolution for all easements on the project. Passing the resolution does not prohibit the City from continuing to negotiate and/or acquire the easements. It simply authorizes the preparation of the descriptions.

Staff would anticipate that any remaining easements not acquired by the January 28, 2016 City Council meeting would be included in the ordinance to authorize the use of condemnation. Neither of these actions prevent the City from continuing to negotiate the easements.

Enclosure: Resolution 01-14-16A

**Related Ordinance(s) or Statute(s):** K.S.A. 26-201

**Recommendation:** Approve Resolution No. 01-14-15A Pursuant To K.S.A. 26-201 Setting Forth The Necessity For Condemnation Of Private Property And Authorizing Preparation Of A Survey And Legal Descriptions Of The Property To Be Condemned

**Funding Source:** N/A

Prepared by: Beth Linn, City Administrator  
Date: January 8, 2016

## **RESOLUTION NO. 01-14-16A**

### **A RESOLUTION PURSUANT TO K.S.A. 26-201 SETTING FORTH THE NECESSITY FOR CONDEMNATION OF PRIVATE PROPERTY AND AUTHORIZING PREPARATION OF A SURVEY AND LEGAL DESCRIPTIONS OF THE PROPERTY TO BE CONDEMNED**

WHEREAS, K.S.A. 26-201 authorizes a City to acquire by condemnation any interest in real property when it is deemed necessary, for use by the City, by the governing body of the City; and

WHEREAS, the City is constructing LPKC Sewer Interceptor and associated improvements (hereinafter "Project") within the City and Johnson County, Kansas and the proposed location of a portion of said Project is across property in the vicinity of the northeast corner of Homestead Lane and 199<sup>th</sup> Street and approximately 0.3 miles south of 191<sup>st</sup> Street on west side of Waverly Road and

WHEREAS, in order to complete the Project, the City needs to obtain permanent sanitary sewer easements and temporary construction easements, all across the property in the vicinity of the northeast corner of Homestead Lane and 199<sup>th</sup> Street and approximately 0.3 miles south of 191<sup>st</sup> Street on west side of Waverly Road within the City and Johnson County, Kansas; and

WHEREAS, the City has attempted, and will continue to attempt, to negotiate with the private landowner for the easements needed for the Project but to date such negotiations have been unsuccessful.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Edgerton, Kansas:

**SECTION 1:** That pursuant to K.S.A. 26-201, the City declares that the easements are necessary for the Project.

**SECTION 2:** The locations of the temporary and permanent easements needed are generally located in the vicinity of the northeast corner of Homestead Lane and 199<sup>th</sup> Street and approximately 0.3 miles south of 191<sup>st</sup> Street on west side of Waverly Road within the City of Edgerton, Johnson County, Kansas, and Johnson County, Kansas are more specifically described in the attached **Exhibit A**.

**SECTION 3:** City Staff is authorized to have a survey conducted and a description of the land and easements to be condemned to be prepared by a competent

engineer. Both the survey and the description of the property to be condemned shall be filed with the City Clerk upon their completion.

**SECTION 4:** The City Clerk is hereby directed to publish this Resolution once in the City's official newspaper.

**SECTION 5:** This Resolution shall be effective upon its approval and adoption.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 14<sup>th</sup> DAY OF JANUARY, 2016.

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DONALD ROBERTS, MAYOR

ATTEST:

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JANEICE RAWLES, CITY CLERK

APPROVED AS TO FORM:

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PATRICK REAVEY, CITY ATTORNEY

## EXHIBIT A

### Permanent Sanitary Sewer Easement

A strip of land 20 feet in width and being a part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 977.40 feet; thence departing said south line, North 01°31'09" West, coincident with the west property line of the subject parcel and its southerly prolongation, and parallel with the west line of said Northeast Quarter, 980.28 feet to the Point of Beginning; thence departing said west property line, North 88°21'32" East, 324.36 feet; thence South 81°47'52" East, 10.14 feet to a point on the east line of the west half of said Northeast Quarter, and there terminating, containing 6,690 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

### Temporary Construction Easement

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:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 977.40 feet; thence departing said south line, North 01°31'09" West, coincident with the west property line of the subject parcel and its southerly prolongation, and parallel with the west line of said Northeast Quarter, 930.28 feet to the Point of Beginning; thence continuing North 01°31'09" West, 80.00 feet; thence departing said west property line, North 88°21'32" East, 326.87 feet; thence South 81°47'52" East, 7.68 feet to a point on the east line of the west half of said Northeast Quarter; thence South 01°20'47" East, coincident with said east line, 81.90 feet; thence departing said east line, North 81°47'52" West, 14.25 feet; thence South 88°21'32" West, 320.16 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 20,068 square feet, more or less.

### Permanent Sanitary Sewer Easement

A strip of land 20 feet in width and being a part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 768.40 feet; thence departing said south line, North 01°31'09" West, coincident with the west property line of the subject parcel and its southerly prolongation, and parallel with the west line of said Northeast Quarter, 980.35 feet to the Point of Beginning; thence departing said west property line, North 88°21'32" East, 209.00 feet to a point on the east property line of the subject parcel and there terminating, containing 4,180 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

### Temporary Construction Easement

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:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 768.40 feet; thence departing said south line, North 01°31'09" West, coincident with the west property line of the subject parcel and its southerly prolongation, and parallel with the west line of said Northeast Quarter, 921.86 feet to the Point of Beginning; thence continuing North 01°31'09" West, 88.49 feet; thence departing said west property line, North 88°21'32" East, 209.00 feet to a point on the east property line of the subject parcel; thence South 01°31'09" East, coincident with said east property line and parallel with the west line of said Northeast Quarter, 80.00 feet; thence departing said east property line, South 88°21'32" West, 199.63 feet; thence South 46°13'20" West, 12.66 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 12,580 square feet, more or less.



### Permanent Sanitary Sewer Easement

A strip of land 20 feet in width and being a part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 380.00 feet; thence departing said south line, North 01°31'09" West, coincident with the west property line of the subject parcel and parallel with the west line of said Northeast Quarter, 746.48 feet to the Point of Beginning; thence departing said west property line, South 74°52'53" East, 12.65 feet; thence North 64°18'43" East, 225.00 feet; thence North 46°13'20" East, 217.54 feet; thence North 88°21'32" East, 10.00 feet to a point on the east property line of the subject parcel and there terminating, containing 9,304 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

### Temporary Construction Easement

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:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 380.00 feet; thence departing said south line, North 01°31'09" West, coincident with the west property line of the subject parcel and parallel with the west line of said Northeast Quarter, 694.29 feet to the Point of Beginning; thence continuing North 01°31'09" West, 83.50 feet; thence departing said west property line, South 74°52'53" East, 10.45 feet; thence North 64°18'43" East, 209.07 feet; thence North 46°13'20" East, 224.32 feet; thence North 88°21'32" East, 21.62 feet to a point on the east property line of the subject parcel; thence South 01°31'09" East, coincident with said east property line and parallel with the west line of said Northeast Quarter, 88.49 feet; thence departing said east property line, South 46°13'20" West, 193.58 feet; thence South 64°18'43" West, 251.56 feet; thence North 74°52'53" West, 16.30 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 27,864 square feet, more or less.

#### Permanent Sanitary Sewer Easement

A strip of land 20 feet in width and being a part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northeast Quarter; thence North 01°31'09" West, coincident with the west line of said Northeast Quarter, 849.13 feet to the Point of Beginning; thence departing said west line, North 42°29'37" East, 12.75 feet; thence South 74°52'53" East, 387.35 feet to a point on the east property line of the subject parcel and there terminating, containing 8,002 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

#### Temporary Construction Easement

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:

Commencing at the southwest corner of said Northeast Quarter; thence North 01°31'09" West, coincident with the west line of said Northeast Quarter, 777.17 feet to the Point of Beginning; thence continuing North 01°31'09" West, 115.10 feet; thence departing said west line, South 74°52'53" East, 396.60 feet to a point on the east property line of the subject parcel; thence South 01°31'09" East, coincident with said east property line, 83.50 feet; thence departing said east property line, North 74°52'53" West, 371.88 feet; thence South 42°29'37" West, 34.10 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 24,100 square feet, more or less.

### Permanent Sanitary Sewer Easement

A strip of land 20 feet in width and being a part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northwest Quarter; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 771.19 feet; thence departing said south line, North 01°31'15" West, coincident with the west property line of the subject parcel, 85.97 feet to the Point of Beginning; thence departing said property line, North 68°49'50" East, 205.15 feet; thence South 88°53'29" East, 200.00 feet; thence South 54°53'00" East, 158.32 feet to a point on the east property line of the subject parcel and there terminating, containing 11,270 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

### Temporary Construction Easement

All that part of the Northwest 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 southwest corner of said Northwest Quarter; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 771.19 feet; thence departing said south line, North 01°31'15" West, coincident with the west property line of the subject parcel, 32.88 feet to the Point of Beginning; thence continuing North 01°31'15" West, coincident with said west property line, 84.95 feet; thence departing said west property line, North 68°49'50" East, 200.34 feet; thence South 88°53'29" East, 215.08 feet; thence South 54°53'00" East, 145.18 feet to a point on the east property line of the subject parcel; thence South 01°31'15" East, coincident with said east property line, 88.34 feet to a point on the south line of said Northwest Quarter; thence South 88°26'29" West, coincident with said south line, 15.26 feet; thence departing said south line, North 54°53'00" West, 161.20 feet; thence North 88°53'29" West, 174.86 feet; thence South 68°49'50" West, 213.15 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 33,797 square feet, more or less.

### Permanent Sanitary Sewer Easement

A strip of land 20 feet in width and being a part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 1308.80 feet; thence departing said south line, North 01°20'47" West, coincident with the west line of the east half of said Northeast Quarter, 978.46 feet to the Point of Beginning; thence departing said west line, South 81°47'52" East, 385.15 feet; thence North 88°50'13" East, 755.32 feet; thence South 44°37'13" East, 183.23 feet; thence North 88°38'54" East, 10.00 feet to a point on the west right-of-way line of Waverly Road, as it now exists, and there terminating, containing 26,674 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

### Temporary Construction Easement

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:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 1308.80 feet; thence departing said south line, North 01°20'47" West, coincident with the west line of the east half of said Northeast Quarter, 926.98 feet to the Point of Beginning; thence continuing North 01°20'47" West, 62.44 feet; thence departing said west line, North 88°21'32" East, coincident with the north property line of the subject parcel, 107.80 feet; thence departing said north line, South 81°47'52" East, 278.43 feet; thence North 03°31'11" East, 20.07 feet; thence North 88°50'13" East, 772.73 feet; thence South 44°37'13" East, 166.51 feet to a point on the west right-of-way line of Waverly Road, as it now exists; thence South 01°09'47" East, 92.11 feet; thence departing said west right-of-way line, South 88°38'54" West, 22.86 feet; thence North 44°37'13" West, 183.29 feet; thence South 88°50'13" West, 744.87 feet; thence South 03°31'11" West, 20.07 feet; thence North 81°47'52" West, 380.83 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 78,811 square feet, more or less.

### Temporary Construction Easement

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:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 1308.80 feet; thence departing said south line, North 01°20'47" West, coincident with the west line of the east half of said Northeast Quarter, 990.19 feet to the southwest corner of the subject parcel and the Point of Beginning; thence continuing North 01°20'47" West, 18.69 feet; thence departing said west line, South 81°47'52" East, 109.31 feet to a point on the south property line of the subject parcel; thence South 88°21'32" West, coincident with said south property line, 107.80 feet to the Point of Beginning, containing 1,007 square feet, more or less.

### Permanent Sanitary Sewer Easement

A strip of land 20 feet in width and being a part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northwest Quarter; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 561.17 feet to the Point of Beginning; thence departing said south line, North 50°38'29" East, 33.56 feet; thence North 68°49'50" East, 194.85 feet to a point on the east property line of the subject parcel and there terminating, containing 4,568 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

### Temporary Construction Easement

All that part of the Northwest 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 southwest corner of said Northwest Quarter; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 512.23 feet to the Point of Beginning; thence departing said south line, North 50°38'29" East, 77.04 feet; thence North 68°49'50" East, 210.37 feet to a point on the east property line of the subject parcel; thence South 01°31'15" East, coincident with said east property line, 84.95 feet; thence departing said east property line, South 68°49'50" West, 97.96 feet to a point on the south line of said Northwest Quarter; thence South 88°26'29" West, coincident with said south line, 166.71 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 11,701 square feet, more or less.

#### Permanent Sanitary Sewer Easement "A"

A strip of land 20 feet in width and being a part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northwest Quarter; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 1,291.22 feet; thence departing said south line, North 01°31'15" West, coincident with the west property line of the subject parcel, 50.95 feet to the Point of Beginning; thence departing said west property line, South 54°53'00" East, 41.68 feet; thence South 75°49'02" East, 96.05 feet to a point on the south line of said Northwest Quarter, said point herein referred to as Point A, and there terminating, containing 2,755 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

#### Permanent Sanitary Sewer Easement "B"

A strip of land 20 feet in width and being a part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the aforementioned Point "A"; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 114.71 feet to the Point of Beginning; thence departing said south line, North 46°11'40" East, 188.30 feet; thence North 55°42'04" East, 400.00 feet; thence North 53°41'28" East, 400.00 feet; thence North 42°29'37" East, 387.25 feet to a point on the east line of said Northwest Quarter, and there terminating, containing 27,511 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

#### Temporary Construction Easement

All that part of the Northwest 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 southwest corner of said Northwest Quarter; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 1,291.22 feet to the Point of Beginning; thence departing said south line, North 01°31'15" West, coincident with the west property line of the subject parcel, 88.34 feet; thence departing said west property line, South 54°53'00" East, 58.45 feet; thence South 75°49'02" East, 164.84 feet; thence North 46°11'40" East, 210.87 feet; thence North 55°42'04" East, 401.97 feet; thence North 53°41'28" East, 396.53 feet; thence North 42°29'37" East, 415.35 feet to a point on the east line of said Northwest Quarter; thence South 01°31'09" East, coincident with said east line, 115.14 feet; thence departing said east line, South 42°29'37" West, 340.39 feet; thence South 53°41'28" West, 405.78 feet; thence South 55°42'04" West, 396.72 feet; thence South 46°11'40" West, 129.09 feet to a point on the south line of said Northwest Quarter; thence South 88°26'29" West, coincident with said south line, 314.99 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 86,334 square feet, more or less.

#### Permanent Sanitary Sewer Easement "A"

A strip of land 20 feet in width and being a part of the Southwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the northwest corner of said Southwest Quarter; thence South 02°11'49" East, coincident with the west line of said Southwest Quarter, 213.96 feet; thence departing said west line, North 87°48'11" East, 287.11 feet to a point on the east right-of-way line of Homestead Lane, as it now exists, and the Point of Beginning; thence North 50°38'29" East, 343.85 feet to a point on the north line of said Southwest Quarter, said point herein referred to as Point A, and there terminating, containing 6,860 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

#### Permanent Sanitary Sewer Easement "B"

A strip of land 20 feet in width and being a part of the Southwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the aforementioned Point "A"; thence North 88°26'29" East, coincident with the north line of said Southwest Quarter, 855.96 feet to the Point of Beginning; thence departing said north line, South 75°49'02" East, 90.95 feet; thence North 46°11'40" East, 36.70 feet to a point on the north line of said Southwest Quarter, and there terminating, containing 2,553 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

#### Temporary Construction Easement "A"

All that part of the Southwest 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 northwest corner of said Southwest Quarter; thence North 88°26'29" East, coincident with the north line of said Southwest Quarter, 512.23 feet to the Point of Beginning; thence continuing North 88°26'29" East, coincident with said north line, 166.71 feet; thence departing said north line, South 68°49'50" West, 71.04 feet; thence South 50°38'29" West, 392.59 feet; thence South 01°48'50" East, parallel with the easterly right-of-way line of Homestead Lane, as it now exists, 1,580.00 feet; thence South 88°11'10" West, 20.00 feet to a point on said easterly right-of-way line; thence coincident with said easterly right-of-way line, along the following courses: thence North 01°48'50" East, 1,614.00 feet; thence North 19°59'15" East, 53.85 feet; thence North 01°48'50" West, 16.82 feet; thence departing said easterly right-of-way line, North 50°37'43" East, 266.91 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 54,277 square feet, more or less.



### Temporary Construction Easement "B"

All that part of the Southwest 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 northwest corner of said Southwest Quarter; thence North 88°26'29" East, coincident with the north line of said Southwest Quarter, 1,275.97 feet to the Point of Beginning; thence continuing North 88°26'29" East, coincident with said north line, 330.25 feet; thence departing said north line, South 46°11'40" West, 119.46 feet; thence North 75°49'02" West, 223.95 feet; thence North 54°53'00" West, 32.75 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 12,020 square feet, more or less.



# LEARNING & CAREER CENTER — at LPKC —

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*Attend the new Learning & Career Center Job Fair to learn more about jobs in and around Logistics Park Kansas City.*

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Plan now to attend this ***free and informative event!*** It could open the door to a new and exciting career for you! ***No RSVP needed.*** For more information about the Learning & Career Center, visit **[www.workatlpkc.com](http://www.workatlpkc.com)** or call **913.577.5900**.

*The Learning & Career Center is a collaborative effort between several Kansas City area public and private entities:*

