

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. 5 acres

Crist, Darius - 510 West Braun Street

7-15-22 BG 559.5' E SW CR SW1/4 E 373' X N 233.5' EX

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): cattle

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

Nov. 19, 2016
Date

510 W. Braun St
Address of applicant

913-913-6346
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

SERGIO GALAZ the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 9 acres.

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

1300 W. BRAUN ST.

Galaz, Sergio 1300 West Braun Street

12-15-21 BG 389.19' E SW CR SE1/4 E 537.37' N 986.43' TO N/L S 30 AC W 1/2 SE1/4 W 244.57' S 471.43' W 292.80' S 515' TO POB SUBJ TO PT IN RD 9 ACS M/L EDC 129 1A

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

Number of Animals: 3 CALVES Description of animal (one per acre): CALVES ON

Number of Fowls: 0 Description of fowls (five per acre): 9 ACRES

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

[Signature]
Signature of applicant

11/22/2016
Date

11566 S. BURCH CIR
OLATHE, KS
Address of applicant

913-219-7741
Phone number

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

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

RECEIVED
NOV 28 2016
BY: [Signature]

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)

1301 W. 8th

MAGEE, RICHARD J. 1301 West 8th Street

7-15-22 N 318.69' SW1/4 SW1/4 EX E 336.49' EX MINERAL RIGHTS 6.84 ACS M/L EDC 339 6

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): cow

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

11-10-16
Date

1301 W 8th
Address of applicant

8936596
Phone number

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

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

CITY OF EDGERTON, KANSAS

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

APPLICATION FOR ANIMAL PERMIT

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

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

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

Attached statements w/legal description

Owens, Jarold 410 West Braun Street

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

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): Cows + Horses

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

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

Jarold Owens
Signature of applicant

Nov 8, 2016
Date

410 W BRAUN
Address of applicant

913 893 9762
Phone number

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

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

CITY OF EDGERTON, KANSAS

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

APPLICATION FOR ANIMAL PERMIT

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

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

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

202 W. 8th. Southwest corner of 56 Highway & Edgerton Road 3 1/2 acres

Damet, H.M. 202 West 8th Street

12-15-21 BG NE CR NE1/4 W 261.40' S 507.04' E 254.06' N 507' TO POB EX N 45' IN ST 2.7
ACS M/L EDC 126 1A

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

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

Number of Fowls: 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.

H.M. Damet

Signature of applicant

4 Nov 2016

Date

202 W 8th Box 66 Edgerton KS

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

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)

Property Owner:

POWERS, GLYN R.
POWERS, JANICE E.
~~PO BOX 255~~ 1606 W 8th St.
EDGERTON KS 66021-0341

119765

Kansas Uniform Parcel Number:

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

Property Address:

001806 W 8TH ST EDGERTON KS

Legal Description:

12-15-21 BG SE CR SE 1/4 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): GOATS

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

11-21-16
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

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)

1200 W Braun
Edgerton KS 66021

Mike Mabrey 1200 West Braun Street

12-15-21 BG 1125.19' E SW CR SE1/4 E 198.69' N 986.43' W 198.76' S 986.38' TO POB 4.5
ACS M/L EDC 129 1B

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): horse/cow

Number of Fowls: 20 Description of fowls (five per acre): chickens

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

[Signature]
Signature of applicant

11-28-16
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

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 2017

Department: Administration

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

The cost of the monthly service is \$585 for City Hall and City Hall Annex (305 E Nelson). The cost of this contract extension was allocated as part of the 2017 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

Recommendation: Approve a One-Year Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton Community Building/City Hall for 2017

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

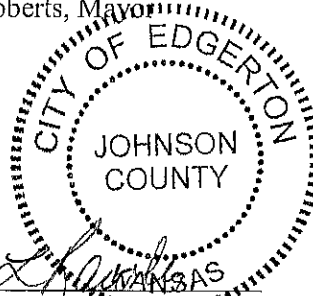
By: Donald Roberts
Donald Roberts, Mayor

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 Final Acceptance of 2016 Chip Seal Program and Authorize Final Payment to Harbour Construction, Inc

Department: Public Works Department

Background/Description of Item:

The Chip Seal Program has been completed. Public Works Staff along with BG Consultants have completed a final walk through on each of the treated sections of roadway. Staff and the Construction Inspector identified a few locations that will need to be fixed. These locations are scheduled to be remedied by no later than May 2017. If there is availability to access oil earlier (spring 2017) Harbour Construction, Inc. will complete the work at that point. Additionally Staff will continue to inspect the sections for failures over the next few months as winter comes and goes, any additional items will be addressed on an as needed basis.

The Chip Seal Program consisted of sealing approximately 34,065 square yards of roadway, the sealing was completed in one (1) week with the first (1st) sweeping following twenty-four (24) hours after the sealing was complete and the second (2nd) sweeping complete the following week. This completed the 2016 Chip Sealing program and to the best of our knowledge Harbour Construction Inc. has done all the necessary items outlined in the contract document. The maintenance period will begin once this program has been finalized.

Enclosure: Chip Seal Contract – Harbour Construction, Inc
Harbour Construction, Inc – Punch List

Recommendation: Approve Final Acceptance of 2016 Chip Seal Program and Authorize Final Payment to Harbour Construction, Inc

Funding Source: Special Highway

Prepared by: Karen Kindle, Accountant and Trey Whitaker, Public Works Superintendent

Date: 11/29/2016

HARBOUR CONSTRUCTION, INC.

Proposal

GENERAL OFFICE
2717 So. 88th St.
Kansas City, KS 66111

TELEPHONE
Office: (913) 441-2555
Fax: (913) 441-2576

Proposal Date
4.14.16

Estimated By
Bob Harbour Jr.

Page 1 of 1

To: CITY OF EDGERTON, KANSAS
Address:

Job Name: GRANITE SEAL/VARIOUS STREETS
Address: EDGERTON, KANSAS
ATTN: MR. TREY WHITAKER
twhitaker@edgertonks.org

Architect/Engineer

Date of Plans

THE CONTRACTUAL PROMISES AND OBLIGATIONS AGREED TO BETWEEN THE CITY OF LENEXA, KANSAS AND HARBOUR CONSTRUCTION, INC. FOR YEAR 2016, EXCEPT FOR THE ITEMS SPECIFIED BELOW, ARE INCORPORATED HEREIN A PART OF THIS PROPOSAL EXCEPT THAT CITY OF EDGERTON, KANSAS WILL BEL SUBSTITUTED IN PLACE OF CITY OF LENEXA, KANSAS.

ESTIMATE: GRANITE SEAL: APPROXIMATELY 34,065 SQUARE YARDS

1. SEAL: \$1.80 PER SQUARE YARD	\$61,317.00
2. 1 ST SWEEP: \$.14 PER SQUARE YARD	\$ 4,769.10
3. 2 ND SWEEP: \$.13 PER SQUARE YARD	\$ 4,428.45
4. MOBILIZATION:	\$ 4,000.00
5. TRAFFIC CONTROL	\$ 5,800.00

TOTAL BID: \$80,314.55

PERFORMANCE AND MAINTENANCE BOND INCLUDED

*SALES TAX WILL BE CHARGED UNLESS A SALES TAX EXEMPT CERTIFICATE IS RECEIVED PRIOR TO START OF JOB.

The following items are excluded unless stated otherwise in this proposal:

*Fine grading of subgrade	*Subgrade compaction or stability	*Utility adjustment or relocation
*Bonds, permits & fees	*Traffic control devices	

TYPE OF BASE PRICE

TOTAL JOB

TIME & MATERIAL

UNIT PRICE

X

PER TON BASIS

TERMS: Monthly estimates, net 10 days final.

This proposal is void after 30 days.

1.5 % Interest will be charged on past due accounts.

BY: _____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined.

Signature: _____

Date Accepted: _____

4-28-2016

Work will not begin until this proposal is signed.

THIS PROPOSAL SHALL BECOME A PART OF ANY SUBCONTRACT AGREEMENT.

12/1/2016

To: Beth Linn,

Fr: Trey Whitaker

Subject: Chip Seal Final Acceptance

As of November 29th 2016 Harbour Construction Inc. has completed all the work for the Chip Seal Program 2016. Staff along with BG Consultants identified locations that Harbour Construction Inc. will fix no later than May 2017, however; remedied by no later than May 2017; if there is availability to access oil earlier (spring 2017) Harbour Construction, Inc. will complete the work at that point. To the best of our knowledge Harbour Construction Inc. has done all the necessary items outlined in the contract document. The maintenance period will begin once this program has been finalized.

Thank you,



Trey Whitaker
Public Works Superintendent

HARBOUR CONSTRUCTION, INC.

OFFICE: 2717 So. 88th St.
Kansas City, KS 66111
(913) 441-2555
FAX: (913) 441-2576

Harbour Shop
2717 So. 88th St.
Kansas City, KS 66111
(913) 441-8290

November 28, 2016

Mr. Trey Whitaker
City of Edgerton, Kansas
Public Works Superintendent
404 East Nelson
Edgerton, Kansas 66021

RE: City of Edgerton 2016 Chip Seal Punch List

Mr. Whitaker,

I am in receipt of your notification stating areas that are in need of repair.

I will repair the areas in the spring of 2017 as soon as oil permits. Normally the oil needed for these repairs does not begin production until the middle of May. If that holds firm, Harbour Construction will repair the areas in Mid-May. If we can get the oil sooner, we will repair the areas as soon as we can.

If you have any further questions, please give me a call. I will contact you in the spring as soon as materials can be obtained.

Thank you,



Bob Harbour
President

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Renewal of a Cereal Malt Beverage License application for 2017

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	Jay Kay Inc.	101 East Morgan

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

Recommendation: Approve Renewal of a Cereal Malt Beverage License for Jay Kay Inc. at 101 East Morgan for 2016

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 7, 2016

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Approval of a Resolution No. 12-08-16A 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 12-08-16A

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

Recommendation: Approve a Resolution No. 12-08-16A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 4, 2016

RESOLUTION NO. 12-08-16A

**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, 2016 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 8th DAY OF DECEMBER 2016.

ATTEST:

CITY OF EDGERTON, KANSAS

Janeice Rawles, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

EXHIBIT A

DESCRIPTION OF THE CORPORATE LIMITS OF THE CITY OF EDGERTON, 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 $0^{\circ}44'53''$ East a distance of 507.4 feet; thence North $89^{\circ}57'07''$ West a distance of 65.74 feet; thence North $0^{\circ}44'53''$ West a distance of 318.04 feet; thence North $89^{\circ}57'07''$ East a distance of 56.94 feet; thence North $0^{\circ}44'53''$ 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 $16^{\circ}02'00''$ East a distance of 767.51 feet; thence South $01^{\circ}16'00''$ East a distance of 193.84 feet; thence S. $69^{\circ}03'$ E. 220.49 feet; thence S. $88^{\circ}38'$ 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. $88^{\circ}38'$ 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 $\frac{1}{4}$ of said Section 12; thence West parallel with the South line of said Northeast $\frac{1}{4}$, 228.71 feet; thence South 208.71 feet to the South line of said Northeast $\frac{1}{4}$; thence East along said South line, 228.71 feet to the Southeast corner of said Northeast $\frac{1}{4}$; 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 $\frac{1}{4}$ of said Section 12; thence West 1,324.79 feet along the South line of the North 100 acres of the Southeast $\frac{1}{4}$ of said Section 12; thence South 20 feet along the West line of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 12; thence West 642 feet along the North line of the South 30 acres of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ 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 $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 7; thence North along the East line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 7 to a point on the South line of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ 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 $11^{\circ}30'42''$ West, 464.48 feet; thence North $89^{\circ}31'32''$ 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 $\frac{1}{4}$ of said Section 7; thence East along the South line of said Northeast $\frac{1}{4}$ a distance of 384 feet, more or less, to the Southwest corner of Lot 1, County Clerk's Subdivision of the Northeast $\frac{1}{4}$ 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 Northwesterly 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 Northwesterly 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 Northwesterly 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. 952Parcel 1

Beginning at the Northwest corner of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ 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 $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 ¼) of the Southwest One-Forth (SW ¼) of the Southwest One-Forth (SW ¼) 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 $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ 10 Acres M/L and 35-14-22 E $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ 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°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°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°29'36" East measured (North 00°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°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°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°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°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°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°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: ANNEXATION ORDINANCES NO. 998, WHICH WAS UPDATED BY ORDINANCE NO. 1028, AUGUST 11, 2016

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

PARCEL NUMBER: 2F221435-1001

PROPERTY ADDRESS: 18501 Waverly Road

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, 21.40 feet along said Northerly right of way line;

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

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

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

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

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

Legal 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 Resolution No. 12-08-16B 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, 2017 to December 31, 2017. The agreement includes changes suggested by Edgerton City Attorney and agreed to by Johnson County Library attorney. The agreement has been approved by City Attorney. The fees for 2017 remain the same.

Enclosure: Tracked copy to indicate changes to Facility Use and Maintenance Agreement
Resolution 12-08-16B

Related Ordinance(s) or Statute(s):

Recommendation: Approve Resolution No. 12-08-16B 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 4, 2016

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~~2016, 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 to 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~~2017 through December 31, ~~2016~~2017, 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~~shall maintain commercial general liability insurance for the Facility in the amount of at least \$500,000 per occurrence. Such insurance shall include provisions providing for the City to indemnify, defend, and hold JCL harmless for all loss that may occur or be claimed on or about The Facility resulting from the City's acts or omissions, or of its agents or employees. The City also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on any personal property used, stored, or kept at The

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Facility by the City. The City agrees to furnish JCL with certificates of insurance reflecting the above requirements.

2. JCL's Insurance. ~~JCL agrees to~~shall maintain commercial general liability insurance for such premises and its operations at the Facility in the amount of at least \$500,000 per occurrence, and shall name City as an additional insured. Such insurance shall also include provisions providing for JCL to indemnify, defend, and hold City harmless for all loss that may occur or be claimed on or about The Facility resulting from JCL's acts or omissions, or of its agents, employees, or invitees. JCL also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on its personal property used, stored, or kept at The Facility. JCL agrees to furnish City with certificates of insurance reflecting the above requirements, or to provide certification that all such requirements are being met through insurance provided on behalf of JCL by Johnson County Risk Management.
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. Additionally, the parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 et seq.) and the Kansas Budget Law (K.S.A. 79-2935 et seq.), and amendments thereto.

IN WITNESS WHEREOF, the parties have set their hands this ____ day of December, ~~2015~~2016.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON
COUNTY LIBRARY

Donald Roberts, Mayor

~~Neil Shortlidge~~Pamela Robinson, Chair

ATTEST:

ATTEST:

Janeice Rawles, City Clerk

~~Pam Robinson~~, Secretary

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

APPROVED AS TO FORM:

Fred J. Logan, Jr., Attorney

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DRAFT

RESOLUTION NO. 12-08-16B

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, 2017.

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
8th DAY OF DECEMBER, 2016.

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”)

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 2017 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 2017 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, 2017 through December 31, 2017.

The annual cost of the contract increased by 1.45% from 2016 for a total of \$269,865. This amount is slightly lower (\$1635) than what was discussed during the annual budget process in 2016 and was included in the approved Fiscal Year 2017 Annual Budget. The approved 2017 budget includes \$280,000 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 \$1.67 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.

Enclosure: Draft Agreement with Johnson County Sheriff's Office
Updated City of Edgerton Estimate of 2017 Patrol Costs

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 2017 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 4, 2016

**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, 2017 through December 31, 2017. 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-Nine Thousand Eight Hundred Sixty-Five Dollars (\$269,865) 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 \$1.67 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, Deputy County Clerk

SHERIFF OF JOHNSON COUNTY, KANSAS:

Frank Denning, Sheriff

APPROVED AS TO FORM:

Nicholas Saldan

Assistant County Counselor

CITY OF EDGERTON
ESTIMATE OF PATROL COSTS

	2017 Est.	
Patrol Deputy Costs:		
Estimated 2016 average salary	\$ 55,494	
KP&F	11,881	
FICA	4,245	
Life Insurance	58	
Liability Insurance	493	
Health Insurance	9,872	
Unemployment Insurance	117	
Workers' Comp Insurance	1,117	
Uniform cleaning	560	
Rounding	-	
Estimated cost per deputy	83,838	
No. of deputies	5	
Cost of 5 deputies to staff patrol district	\$ 419,190	
Patrol Vehicle Costs:		
Vehicle	\$ 30,488	
Vehicle maintenance & tires	3,532	
Vehicle gasoline	8,350	
Cost of patrol vehicle	42,370	
Administrative costs @ 10% of patrol costs	41,919	
District operating costs	503,479	
City's share of operating costs	53.6% 269,865	
Additional overtime allowance	5,000	
Total costs to City	\$ 274,865	
Prior year's costs to City	\$ 270,928	
Percent change	1.45%	

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.

The enclosed draft agreement continues that arrangement for 2017. The agreement has a few minor changes from 2016 shown in the attached draft. A summary of those changes is below.

- The City will remove snow and ice from the ADA ramp (in addition to the parking lot and sidewalk)
- Agreement allows EHS to perform capital improvements to the museum with consent and approval of the City.
- Allows EHS to change the days/hours of operation so long as within the hours of operation occur when the library is open as it provides the public restrooms for the museum.
- Exhibits shall only operate on the first floor of the museum until such time that accommodations for ADA accessibility requirements would be made to the second floor
- Second floor of the museum shall be used for storage purposes only with access to the storage limited to members of the EHS.

The agreement contemplates that EHS would agree to pay the city a monthly Usage and Maintenance Fee. In the past years, City Council set the fee at \$1. For 2017, City Council may determine an appropriate amount and insert it into the agreement.

The agreement was previously reviewed and approved by the City Attorney. Additionally, the updated agreement has been reviewed and approved by and the Edgerton Historic Society (EHS).

The draft agreement is valid for one year beginning January 1, 2017 through December 31, 2017. 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, 2016

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this 8th 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:

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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 lot, ADA ramp 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. EHS could perform capital improvements to the museum with consent and approval of the City. 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.

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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 and 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 so long as those hours of operation are within those that the Edgerton Library is open to the public. Edgerton Library provides public restroom facilities to the patrons of the museum. Exhibits within the museum open the public shall only operate on the first floor of the museum until such time as accommodations for ADA accessibility requirements would be made to the second floor. The second floor of the museum shall be used for storage purposes only with access to that storage limited to members of the 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.

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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, 2016⁷ through December 31, 2016⁷, 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 8th 10th day of December, 2015 6.

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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 Approval of the Agreement to Participate in the Memorandum of Understanding for Use of the Countywide Mass Notification System (Notify JoCo)

Department: Public Works

Background/Description of Item: Notify JoCo is a mass notification system that is designed to keep the residents, businesses and others informed of emergencies, including weather warnings, water main breaks, public safety alerts, and natural disasters. Local authorities in partner communities use Notify JoCo to alert interested parties keep them informed. Notify Jo Co is a partnership among Johnson County, Water One and participating cities.

This system allows the City to provide notifications to the community via phone call, text message and email. When members of the community register they will have access to real-time messages from the county, city water and wastewater utilities, and any other partner cities they may choose. Notify JoCo is available to everyone - even non residents can register for notifications. Registered individuals may also customize their profile to create notifications for their specific needs.

Mass notifications can be used to provide community subscribers with the standard information as well as additional communication options such as City Newsletters, Community Events, and other non- emergency information.

Notify JoCo has previously been discussed by council; however, based on previous cost-sharing model was cost prohibitive for the City of Edgerton to participate. For 2017, Johnson County restructured the cost-share model prompting staff to reexamine the city's participation. Due to the flexibility to use this tool for both emergency and non-emergency communication, staff recommends the city participate in the program.

Participating cities share in the cost of the system based on population and adopted budget. The cost for participating in 2017 is \$358. While this expenditure was not specifically budgeted for 2017, the cost is small enough to be absorbed into Public Works department of the 2017 Approved Budget.

City Attorney has not reviewed the agreement. Any comments will be provided during December 8, 2016 City Council meeting.

Enclosure: Participation Agreement with Notify JoCo
2017 Cost-Share Model
Notify JoCo MOU Agreement

Recommendation: Approve of the Agreement to Participate in the Memorandum of Understanding for Use of the Countywide Mass Notification System (Notify JoCo)

Funding Source: General Government – Public Works – Professional Services

Prepared by: Trey Whitaker, Public Works Superintendent
Date: November 30, 2016

**AGREEMENT TO PARTICIPATE IN THE
MEMORANDUM OF UNDERSTANDING FOR USE OF
THE COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Agreement to Participate in the Memorandum of Understanding for the Use of the Countywide Mass Notification System is made and entered into by the City of Edgerton, Kansas, on this ____ day of _____, 2017 (“Effective Date”).

1. APPROVAL BY STEERING COMMITTEE. The City of Edgerton has requested to become a Participant under the Memorandum of Understanding for the Use of the Countywide Mass Notification System (“MOU”), which request has been approved by the Mass Notification System Steering Committee pursuant to Section 9 of the MOU.

2. TERMS AND CONDITIONS. In consideration of the Steering Committee’s approval, the City of Edgerton accepts and agrees to the terms and conditions of the MOU and agrees to pay all participation costs as set forth in the MOU.

3. EFFECTIVE DATE. This Agreement shall be effective upon execution by the City of Edgerton. As of the Effective Date, the City of Edgerton shall be a Participant with all the same rights, benefits, and obligations under the MOU as the other Participants.

Accepted and agreed to by the City of Edgerton, Kansas, as of the date written above.

CITY OF EDGERTON, KANSAS

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Edgerton, Kansas
ATTN: City Clerk
404 East Nelson
Edgerton, Kansas 66021

	Population			Budget			Mixed Average	
	Population*	Pop %	Pop Cost	2016 Budget Authority for Expenditures**	Budget %	Budget Cost	Mixed Avg	Mixed Avg Cost
Johnson County	580,159	35.99%	\$62,438	\$696,115,962	37.58%	\$65,207	36.79%	\$63,822
Overland Park	186,515	11.57%	\$20,073	\$241,710,000	13.05%	\$22,641	12.31%	\$21,357
Olathe	134,305	8.33%	\$14,454	\$325,759,112	17.59%	\$30,514	12.96%	\$22,484
WaterOne	448,159	27.80%	\$48,232	\$110,590,375	5.97%	\$10,359	16.89%	\$29,296
Lenexa	52,490	3.26%	\$5,649	\$134,562,768	7.27%	\$12,605	5.26%	\$9,127
Shawnee	65,046	4.03%	\$7,000	\$101,440,682	5.48%	\$9,502	4.76%	\$8,251
Leawood	34,579	2.15%	\$3,721	\$94,257,100	5.09%	\$8,829	3.62%	\$6,275
Prairie Village	21,877	1.36%	\$2,354	\$29,199,316	1.58%	\$2,735	1.47%	\$2,545
Merriam	11,288	0.70%	\$1,215	\$53,367,551	2.88%	\$4,999	1.79%	\$3,107
Mission	9,491	0.59%	\$1,021	\$19,146,454	1.03%	\$1,793	0.81%	\$1,407
Roeland Park	6,827	0.42%	\$735	\$17,322,286	0.94%	\$1,623	0.68%	\$1,179
Mission Hills	3,601	0.22%	\$388	\$10,033,476	0.54%	\$940	0.38%	\$664
Edgerton	1,736	0.11%	\$187	\$5,644,268	0.30%	\$529	0.21%	\$358
Consolidated Fire District #2	48,019	2.98%	\$5,168	\$10,983,866	0.59%	\$1,029	1.79%	\$3,098
NW Consolidated Fire District	7,979	0.49%	\$859	\$2,022,446	0.11%	\$189	0.30%	\$524
	1,612,071		\$173,495	\$1,852,155,662		\$173,495		\$173,495
2017 Everbridge Contract	\$168,495							
Marketing	\$5,000							
	\$173,495							

**County and city populations determined by State of Kansas Budget website (2016 Certified Population)*
District populations determined by AIMS Website

***County, City, and Fire District Budgets determined by Department of Administration Municipal Budget Website (2016)*
WaterOne budget determined by WaterOne 2016 Budget

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JUN 28 2013
JO CO LEGAL DEPT

20130625-0010833 06/25/2013
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COVER SHEET

TITLE OF DOCUMENT: Interlocal Cooperation Agreement between the Board of County Commissioners of Johnson County, Kansas and the City of Lenexa, Kansas, the City of Olathe, Kansas, the City of Overland Park, Kansas, and Water District Number 1 of Johnson County, Kansas.

DATE OF DOCUMENT: June 24, 2013.

PARTIES: Board of County Commissioners of Johnson County, Kansas
City of Lenexa, Kansas
City of Olathe, Kansas
City of Overland Park, Kansas
Water District Number 1 of Johnson County, Kansas

LEGAL DESCRIPTION: N/A

AFTER RECORDING RETURN TO:
Cynthia Dunham
Johnson County Legal Department

MEMORANDUM OF UNDERSTANDING FOR USE OF THE COUNTYWIDE MASS NOTIFICATION SYSTEM

This Memorandum of Understanding for Use of the Countywide Mass Notification System ("MOU") is made and entered into by and between the Board of County Commissioners of Johnson County, Kansas ("County") and the City of Lenexa, Kansas, the City of Olathe, Kansas, the City of Overland Park, Kansas, and Water District Number 1 of Johnson County, Kansas ("WaterOne") (the County, the Cities, and WaterOne are collectively referred to as the "Participants").

1. PURPOSE

The purpose of this MOU is to establish mutually agreeable terms and conditions for the use of the Countywide Mass Notification System ("System"). On March 1, 2012, the County issued a request for proposal (RFP No. 2012-003) for a hosted mass notification system. The purpose of this System will be to provide mass notifications to the estimated 550,000 residents of Johnson County for emergency and non-emergency notifications issued by the County, cities located in the County's boundaries, utility companies that provide services to County residents, and other potential participating entities that are governmental agencies. Mass notifications will be provided using common communication methods such as telephone and internet. Each of these Participants requires the ability to issue emergency notifications to their citizens and employees and also to provide subscription options for a variety of non-emergency notifications.

2. PARTIES

- A. System Administrator. The County will be the lead agency and will be responsible for contracting with the selected vendor on RFP No. 2012-003. The County will serve as the overall system administrator for the System and will be responsible for managing and coordinating with the vendor regarding implementation services and support and maintenance of the System. The Cities of Lenexa, Olathe, and Overland Park, and WaterOne will use the System once it is successfully implemented.
- B. Participants. The County, the Cities of Lenexa, Olathe, and Overland Park, and WaterOne are the initial Participants in the System. To be a Participant, an entity must be a governmental agency or utility located within the County's boundaries and must participate in the cost sharing of the System as set forth in this MOU. Participants must agree in writing to comply with the terms and conditions of this MOU and to cooperate in the use of the System. Additional Participants may be added in the future subject to written acceptance of all terms and conditions in this MOU and participation in the cost sharing of the System.
- C. Nonparticipating Agencies. Nonparticipating Agencies are governmental agencies and utilities located within the County's boundaries that are not Participants but who require the ability to issue emergency mass notifications under specific circumstances through a request to a Participant.

3. SCOPE AND USE

Use of the System and its data, including but not limited to contact information, shall be governed by the terms and conditions set forth in the Public Mass Notification System Policies and Guidelines ("Policies and Guidelines") approved by the Steering Committee, as hereinafter defined, attached hereto as Exhibit A. Each Participant, including each of its agents, officers, employees and representatives with access to the System, agree to the terms and conditions contained in the Policies and Guidelines. The Policies and Guidelines may only be modified by majority vote of the Steering Committee.

Participant's use of the System is limited to using the System to distribute business communications to Participant's own internal resources and to communicate emergency and non-emergency notifications to the public. Any other uses not authorized by the vendor agreement are prohibited. No other uses are authorized. Each Participant agrees to comply with all federal, state, and local laws and regulations applicable to its use of the System.

4. OWNERSHIP AND CONFIDENTIALITY

The System may utilize the 911 database only for emergency notifications. The information contained in the 911 database should be treated as confidential and shall not be disclosed or utilized except by authorized personnel for purposes of emergency notifications.

Each Participant agrees to share with and provide to the System its notification communication data, records, and information, including but not limited to all contact-related information, data, and records for non-employees ("Participant's Data"). Each Participant agrees to maintain the confidentiality of all related records and information provided to the System by the other Participants pursuant to all state and federal laws and regulations related to privacy, confidentiality, and non-disclosure of records that currently exist or exist at any time during the term of this MOU. All Participants will have use of all System data including all Participant's Data. Participants shall not disclose other Participant's Data to any third parties. The County, as System Administrator, will be the custodian of all Participant's Data. The County shall not disclose Participant's Data to any third parties except with the express written approval of that Participant or as required by the Kansas Open Records Act, K.S.A. 45-215 et seq. ("KORA"), or any applicable federal or state laws, or court order.

Each Participant retains ownership of its own employee contact-related information, data and records. Each Participant shall be responsible for maintaining and updating its employee data. Upon termination of this MOU or of a Participant's participation in this MOU, such Participant shall be entitled to remove and/or delete all of its employee data from the System.

If a Participant other than the County receives a KORA request or other documentation requesting or requiring disclosure of its own notification communication data, information, or records, the Participant shall respond to such request, except that under no circumstances shall Participant's response include or pertain to other Participant's Data except as otherwise required by the Kansas Open Records Act, K.S.A. 45-215 et seq. ("KORA"), or any applicable federal or

state laws, or court order. If the County receives a KORA request or other documentation requesting or requiring disclosure of notification communication data, information, or records, the County shall notify any Participants whose data may be included in such request. The County shall attempt to consult and coordinate with any such Participants in responding to such request but the County shall respond as required by law. The County may respond to KORA requests or other documentation requesting or requiring disclosure of other data, information, reports, or records regarding the System subject to KORA, any applicable federal or state laws, or court order.

5. COST SHARING

- A. Implementation Costs. The Participants agree that they desire to cooperate in providing and supporting the System by sharing in the costs of implementation, operation, and maintenance of the System. Upon selection of a vendor to perform the services set forth in RFP No. 2012-003, the County will negotiate the terms and conditions of the contract with the selected vendor including the costs for licensing, implementation services, hosting, training, System software and hardware and other System equipment, support and maintenance, and any other costs related to acquisition, implementation, and maintenance of the System. Each Participant agrees to pay a share of these costs, which amount is based upon the current population of the Participant, as listed in Exhibit B. The County will be the contracting party and will be responsible for making payments upon receipt and acceptance of deliverables under the agreement with the vendor without requiring additional, specific authorization of the Participants. Following the County's payment to the vendor, the County will invoice each Participant (other than itself) in the appropriately corresponding amount listed in Exhibit B. . Each Participant agrees to pay such amount to the County within thirty (30) days of receipt of the invoice.
- B. Ongoing Costs. Ongoing costs directly related to operation of the System following implementation, including but not limited to hosting fees and maintenance and support, shall be shared among the Participants. The County, as System Administrator, will be responsible for receiving and initially paying such costs as they are billed by the vendor. Following each such annual payment to the vendor, the County will invoice each Participant (other than itself) in the amount listed in Exhibit B for the corresponding year based upon the Participant's population. . Each Participant agrees to pay such amount to the County within thirty (30) days of receipt of the invoice. No additional, specific authorization of the Participants shall be required for routine hosting fees, maintenance, support and similar costs required to keep the System operational. Prior to the conclusion of the third year of this MOU, the Steering Committee shall review and adopt an updated cost sharing allocation to address the ongoing costs after Year 3. Upon its adoption by the Steering Committee, such updated cost sharing allocation will replace the current Exhibit B. When reasonably practicable, the System Administrator will use its best efforts to provide advance notice to the Participants of increases in ongoing operational costs.
- C. Additional Costs. Prior to incurring additional System costs not included in subsections A and B but subject to cost-sharing, an affirmative vote of a majority of the Steering

Committee shall be required. Such additional costs may include, but are not limited to, customizations, modifications, and enhancements made subsequent to implementation, additional training, or hardware, software, and equipment replacements, updates, and improvements. Upon such affirmative vote, the County will be the contracting party for such additional enhancements, customizations, services, hardware, software, or equipment, and will be responsible for making payments upon receipt and acceptance of deliverables under any agreements with the vendor without requiring additional, specific authorization of the Participants. Following each payment to the vendor, the County will invoice each Participant (other than itself) in an amount agreed upon by the Steering Committee. Each Participant agrees to pay such amount to the County within thirty (30) days of receipt of the invoice.

- D. Individual Participant Costs. Participants may elect to add additional functionality related to their use of the System. Any Participant doing so shall be solely responsible for the costs of such additional functionality and shall directly work with the County to develop and execute an amendment to the contract with the vendor for such functionality.
- E. Cash Basis/Budget. The Participants understand and agree that the Participants are only obligated to make payments under this MOU as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this MOU during the Participant's current budget year. In the event a Participant does not so budget and appropriate the funds, the Participants acknowledge and agree that such lack of funding shall be deemed a termination by such Participant and the termination provisions of Section 8 shall apply.
- F. Increase in Number of Participants. In the event the number of Participants increases during the term of this MOU, the additional Participants shall pay the amount listed in Exhibit B for their population base. The full annual amount set forth in Exhibit B shall be due from any such additional Participants regardless of the point during the annual billing cycle that they join this MOU.
- G. Billing Cycle. The timing of the annual billing cycle shall be determined by the contract between the County and the vendor.

6. STEERING COMMITTEE

The Mass Notification System Steering Committee ("Steering Committee") shall be made up of: (1) one representative designated by each Participant, who shall be the voting members of the Steering Committee; (2) two at-large non-voting members, who shall be elected by the voting members of the Steering Committee; and (3) a chairperson, to be appointed by the County Manager. The chairperson shall not vote on any matter unless a tie vote exists. The Steering Committee shall meet at least once per year. The Steering Committee may meet as often as necessary to vote on matters coming before the Committee including the addition of Participants pursuant to Section 9. The Steering Committee shall be responsible for administering this MOU. With the exception of the chairperson, if a designated Committee representative cannot attend the annual meeting, a proxy may be sent in his or her place.

7. ACCOUNTING

The County agrees to and shall maintain accurate books and records to account for all expenditures directly related to the System and subject to cost-sharing. Such books and records shall be made available for inspection by any Participant upon request.

8. TERM AND TERMINATION

This MOU shall be effective upon execution by all the Participants, approval of the Attorney General, and filing with the Department of Records and Tax Administration (in its capacity as Register of Deeds) and the Kansas Secretary of State, whichever occurs last. It is contemplated that the term of this MOU shall be perpetual; however, the County may terminate this MOU upon not less than one hundred eighty (180) days prior written notice to all other parties. Upon termination by the County, one or more of the remaining Participants shall have the option of assuming the System contract with the vendor so long as the vendor is agreeable and the County is released from any further liability under the contract and this MOU. In the event there is no such assumption and release, then this MOU shall terminate according to the County's notice.

Each Participant may terminate its individual participation in this MOU without cause upon not less than one hundred eighty (180) days prior written notice to all other parties. Each Participant may individually terminate its participation in this MOU for cause upon thirty (30) days prior written notice to the County if the County fails to cure a default under this MOU after a reasonable opportunity to cure. Upon termination, the terminating Participant shall stop using the System and shall relinquish to the County all System access, user accounts, passwords, and any System data, records or information. The terminating Participant's Data, except for Participant's employee contact-related information, data and records, shall remain in the System and shall be available to the County for notification use as needed. The terminating Participant shall be entitled to remove and/or delete all of its employee data from the System. Termination by a Participant shall not relieve such Participant of the cost-sharing obligations set forth in this MOU for eligible costs incurred prior to termination, nor shall a terminating Participant be entitled to a refund of any amounts paid hereunder.

In the event a Participant breaches the terms and conditions of this MOU, the Steering Committee shall have the authority to take reasonable action to enforce the terms and conditions of this MOU, including termination of a Participant for cause upon thirty (30) days prior written notice to the Participant if the Participant fails to cure a default under this MOU after reasonable opportunity to cure.

Except as provided above, upon termination, each Participant shall retain personal property owned by it. It is not contemplated that Steering Committee will acquire or own equipment under this MOU.

9. ADDITIONAL PARTICIPANTS

Any non-participating agency that meets the criteria for being a Participant may become a Participant by joining this MOU through approval by majority vote of the Steering Committee and execution of a written agreement accepting and agreeing to the terms and conditions of this MOU. As of the effective date of such agreement, the agency shall become a Participant with all the same rights, benefits, and obligations under this MOU. New Participants shall be responsible for paying for any costs of joining the System that may be imposed by the vendor within thirty (30) days of receipt of an invoice for such costs. The System Administrator shall bill new Participants in the amount listed in Exhibit B for the corresponding population of the new Participant and the year in which the new Participant joins. New Participants agree to pay the full annual amount for the year in which they join regardless of the time during the annual billing cycle in which they join. New Participants agree to pay any amounts that become due and payable under the terms of this MOU following the effective date of any such new Participant's agreement to join. New Participants agree to pay any such amounts described in this paragraph to the County within thirty (30) days of receipt of an invoice from the County.

10. INDEMNIFICATION

To the extent permitted by law, each party to this MOU shall indemnify and hold harmless the other parties from any and against all claims, losses, damages or costs to the extent caused by the negligent or intentional act, error, or omission of such party, its officers, employees or agents, in performing under this MOU or its use of the System. Under no circumstances shall any party be liable for any indirect, incidental, special, punitive, or consequential damages or losses resulting from or arising out of or connected with this MOU or related to the services provided or performed pursuant to this MOU or its use of the System. Nothing in this MOU shall be deemed to waive or abrogate any immunity or other limitation from liability under the Kansas Tort Claims Act.

11. PERSONNEL

The County's and each Participants' employees providing services under this MOU shall remain employees of such party for all purposes and shall not be deemed employees of any other party under any circumstances.

12. NOTICES

Any notices required or permitted by this Agreement shall be in writing and shall be sent by U.S. mail, facsimile, or hand-delivery to the following addresses:

TO THE COUNTY: Johnson County Emergency Management & Communications
Attn. Walt Way, Director
11880 S Sunset Dr.
Olathe, KS 66061
Fax: 913-826-1018

TO THE PARTICIPANTS: As set forth below each Participant's signature.

13. CONTROLLING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas and venue shall be in the district court of Johnson County, Kansas.

14. ENTIRE AGREEMENT, WAIVER, AND AMENDMENT

This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein. Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing and agreed to and signed by all the parties.

15. SEVERABILITY

Should any provision of this MOU be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this MOU shall be unaffected thereby and shall continue to be valid and enforceable.

16. ASSIGNMENT

No party shall assign, transfer, convey, subcontract, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder.

17. EXECUTION IN COUNTERPARTS

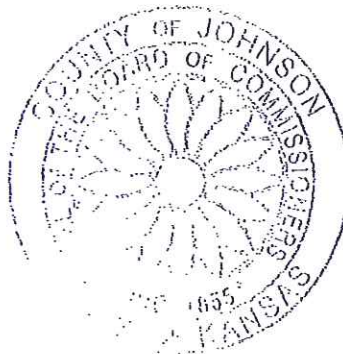
It is contemplated that this MOU shall be executed in multiple counterparts by the County and the Participants rather than circulating a single document among the Participants. Each counterpart when executed shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS


Ed Eilert, Chairman

ATTEST:


Melissa McChesney, Interim Clerk of the Board



APPROVED AS TO FORM:


Cynthia Dunham, Deputy Director of Legal

CITY OF OVERLAND PARK, KANSAS



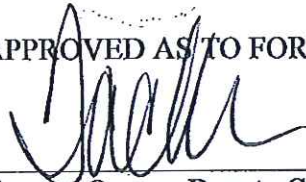
Carl Gerlach, Mayor

ATTEST:



Marian Cook, City Clerk

APPROVED AS TO FORM:



Tammy Owens, Deputy City Attorney

ADDRESS FOR NOTICE PURPOSES:

City of Overland Park, Kansas
ATTN: City Clerk
8500 Santa Fe Drive
Overland Park, KS 66212


CITY OF LENEXA, KANSAS


Michael Boehm, Mayor

ATTEST:


David Bryant, City Clerk

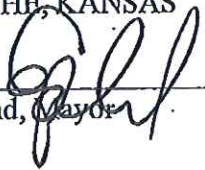
APPROVED AS TO FORM:


Marcia L. Knight, Assistant City
Attorney II

ADDRESS FOR NOTICE PURPOSES:

City of Lenexa, Kansas
ATTN: City Clerk
12350 West 87th Street Parkway
Lenexa, KS 66215

CITY OF OLATHE, KANSAS


Michael Copeland, Mayor

ATTEST:


Donald Howell, City Clerk 16-16-12

APPROVED AS TO FORM:



ADDRESS FOR NOTICE PURPOSES:

City of Olathe, Kansas
ATTN: City Clerk
100 East Santa Fe
Olathe, KS 66051

WATER DISTRICT NUMBER 1 OF JOHNSON COUNTY, KANSAS


Robert Olson, Chairman

ATTEST:


Jill Bell, Board Secretary

APPROVED AS TO FORM:



ADDRESS FOR NOTICE PURPOSES:

Water District Number 1 of Johnson County, Kansas
ATTN: Eric Arner
10747 Renner Boulevard
Lenexa, KS 66219

EXHIBIT A

ALERT Johnson County Public Mass Notification System Policy and Guideline

Effective:

I. PURPOSE

The purpose of this document is to provide governance and guideline on the use and administration of a Countywide Public Mass Notification System, hereinafter referred to as "System". This document is intended to be general, describing countywide policies, jurisdictional roles and responsibilities and activation guidelines rather than specific procedures. The step-by-step procedures for activation and use will be maintained in a separate document maintained by each Participant. The written procedure of any Participant must be in compliance with this policy.

II. SYSTEM DESCRIPTION

The primary intent of the System is to disseminate early warning and time sensitive information to county businesses and residents during time of an emergency event. The System is only one component of the County and Local Public Warning Systems. As deemed fit by County and Local authorities, the System should be used in conjunction with the other public warning mechanisms including, but not limited to, Emergency Alert System and sirens.

The System is available 24/7 and has been pre-loaded with countywide geographic maps. Citizens have the option to opt-in and provide contact information via self-registration from County and Participant websites. Upon Participant decision to activate, the System will be used to send a message, describing the situation and recommended action the public should take, to affected businesses and households via telephone, e-mail and/or text.

Johnson County is the Administrator of the system and will take appropriate measures to ensure that the System is in a state of operational readiness at all times. It is the responsibility of all Participants to maximize citizen benefits from the System.

While the County's intent for implementing and maintaining the System is for "emergency" use, Participants may optionally use the system to disseminate non-emergency notifications to citizens and organization resources within its jurisdiction.

III. GOVERNANCE

Johnson County will manage the System as a countywide asset under the rules and protocols approved by the Mass Notification Steering Committee, hereinafter referred to as "Steering Committee" and agreed upon by each Participant when they opt into the system.

Use of the System by each Participant is contingent upon that Agency abiding by the contract with the mass notification vendor, and the protocols established by the Steering Committee.

The System utilizes contact information entered in the self-registry or from vendor provided contact databases. The information contained in the database is confidential and shall not be disclosed or utilized except by authorized personnel for the purpose of mass notifications.

Johnson County is responsible to ensure that the provisions of the contract are implemented properly. Authorized users must respect the integrity of the database, understand the privacy issues and fully comply with the policies and protocols outlined in this document. If violations of

the contract provisions or the Steering Committee-approved protocols are made by an individual or Participant, Johnson County Department of Emergency Management and Communications reserves the right to disable that individual's or Participant login(s).

IV. AUTHORIZED USE

The System is designed to be a countywide asset, available to all municipalities in the County for emergency use. Only Participants are allowed to access and activate the System for emergency and non-emergency use. Nonparticipating Agencies may contact the Johnson County Department of Emergency Management and Communications to request activation of the System for emergency events.

A. Emergency Use

Use of the System for emergency activity contains two components: (1) the need to disseminate critical, safety-related information to individuals within a short timeframe, and (2) communicating with safety-responder staff, volunteers and involved parties about an approaching or present emergency event.

Emergency Public Notifications are limited to:

1. Imminent or perceived threat to life or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies
5. Public safety emergencies
6. Any notification to provide emergency information to a defined community

As a general rule, the System is to be used when the public is being asked to take some action (e.g. evacuate, prepare to evacuate, shelter in place, boil tap water before drinking, missing child, notification of closure of the incident). The following criteria should be utilized to assist with determining the need to issue an alert:

1. Severity. Is there a significant threat to public life and safety?
2. Public Protection. Is there a need for members of the public to take a protective action in order to reduce loss of life or substantial loss of property?
3. Warning. Will providing warning information assist members of the public in making the decision to take proper and prudent action.
4. Timing. Does the situation require immediate public knowledge in order to avoid adverse impact?
5. Geographical area. Is the situation limited to a defined geographical area? Is that area of a size that will allow for an effective use of the system, given the outgoing call capacity?
6. Are other means of disseminating the information inadequate to ensure proper and time delivery of the information?

If the answer to ALL of these questions is "Yes", then an activation of the System for emergency purposes is warranted.

Emergency Response Notifications are limited to:

1. Contacting first responders to advise of an emergency
2. Contacting first responders to report for duty due to an emergency
3. Contacting key staff regarding an emergency or crisis situation

4. Contacting agency employees to report at a different time or location (or provide an update) due to an emergency
5. Exercises

Emergency considerations:

1. Notification shall clearly state situation is an emergency
2. Short messages are recommended.
3. Always provide a phone number, website or other information sources where the public can obtain additional or updated information
4. An all clear notification should be sent when applicable

B. Inter-Department Communication

Participants may use the System for non-emergency inter-departmental business communications as needed. It is recommended that Participants identify where this would add value to their operations and establish separate written protocols and procedures for this use (e.g. First Responder call-outs or notifications).

C. Non-Emergency Public Use

Use of the System for non-emergency public announcements requires pre-authorization from the Participant. Non-emergency use shall be consistent and in compliance with the non-emergency guidelines included within. Participants who contract to use the System for non-emergency activity agree to give precedence to emergency notification call-outs by delaying or terminating non-emergency notification sessions if needed to increase emergency message success.

Non-emergency public notification use is **prohibited** for any of the following purposes:

1. Any message of commercial nature
2. Any message of a political nature
3. Any non-official business (e.g. articles, retirement announcements, etc.)

Non-emergency considerations:

1. Citizens can become desensitized if they receive too many government messages
2. Clearly identify sender or announcement as non-emergency

VI. AUTHORIZED SYSTEM USERS

In general, those authorized to make notifications will be designated staff in the Participating Agency Public Safety Answering Points and key individuals in City and County departments.

System Administrator: The Johnson County Department of Emergency Management and Communications will act as the Countywide Public Mass Notification System Administrator. This Administrator is responsible for providing logins and procedural training to County Users of the System.

County User: Designated Johnson County personnel will be setup as "County" users. County Users will have permission to access and launch notifications to all jurisdictions within Johnson County consistent with the Steering Committee-approved protocols.

Participant Administrator: A minimum of one designated Administrator will be required for each Participant. This Administrator is responsible for providing logins and procedural training to Participant Users of the System. This individual will be the primary Participant contact for Johnson County concerning the System.

Participant User: Participants may have an unlimited number of users. Participant Users will be authorized and managed by the Participant Administrator. Participant Users will have permission to access and launch notifications consistent with the Steering Committee-approved protocols.

VII. ACTIVATION OF THE SYSTEM

In general, each Participant is responsible for launching messages to affected citizens and businesses within their jurisdiction. Determination of authority to request activation of the System rests with the Participant. Detailed activation procedures shall be included in Participant Operations Procedure documents.

A. Public Notifications

1. Johnson County is authorized to use the System to send notifications of countywide emergencies to any and all residents within the County's geographic boundaries. Upon sending a countywide notification, the County User making the notification will as soon as possible notify the Participants that mass notifications have been sent by the County to residents of their jurisdictions.
2. Other than countywide emergency notifications, public notifications are the responsibility of the Participant. In the event that the geographical location of an incident crosses jurisdictional boundaries, the Participant User must establish contact with the appropriate local jurisdictions/agencies and inform them that a mass notification message will be sent. The County will be responsible for activating emergency notifications for any Nonparticipating Agencies.
3. If a Participant experiences difficulty in sending an **emergency** notification, Johnson County is available to act on the Participant's behalf.
4. Participants are authorized to develop pre-established notification lists and messages to meet their individual needs. These lists may include special populations (e.g. in-home care, schools, etc.) or those susceptible to certain risks. It is the responsibility of the Participant to create, maintain and update these lists.

B. Emergency Response and Inter-Department Notifications

1. Each Participant is authorized to create employee and department call lists and pre-recorded messages.
2. It is the sole responsibility of each Participant to maintain these lists and to launch notifications as deemed necessary.

VIII. MAINTENANCE AND SUPPORT

Johnson County Emergency Management and Communications will be the primary point of contact for vendor support.

IX. ROUTINE TESTING

Participants may choose to test the system on a quarterly or bi-annual basis with their internal employee pool.

All external contacts will be tested once annually based on their test rotation schedules (see below). External Email tests will include brief reminder to keep contact information current."

External Testing Scheduled (first Wednesday of the assigned month)

Month

Last Name Starts With

JAN	A, B, C, D
MAR	E, F, G, H
APR	I, J, K, L
JUN	M, N, O, P
AUG	Q, R, S, T
OCT	U, V, W, X, Y, Z

Test exercises will be geared towards insuring that use of the System in an emergency is optimized. This includes testing operational readiness, activation procedures and system effectiveness as well as validating data and system processes. Through test exercises, System Administrators and Users will be able to observe the mode of operation to augment and refresh System and process knowledge.

Specific test exercise routines, roles, responsibilities and schedule will facilitated by Johnson County Emergency Management and Communications.

Revision History:

Revision Date	Author	Description
	Steering Committee	Document originated

EXHIBIT B

Participants in the Countywide Mass Notification System provided under contract with Everbridge Inc., will be assessed the following base annual fees for usage of the system.

<u>Population Range</u>	<u>Year 1 Cost</u>	<u>Year 2 Cost</u>	<u>Year 3 Cost</u>
100,000+	\$28,000	\$24,500	\$24,500
45,000 to 99,999	\$15,000	\$13,000	\$13,000
25,000 to 44,999	\$ 7,500	\$ 6,000	\$ 6,000
Under 25,000	\$ 5,000	\$ 4,500	\$ 4,500

ATTORNEY GENERAL:

On this 24th day of June, 2013, the above and foregoing Memorandum of Understanding for Use of the Countywide Mass Notification System was reviewed and found to comply with the requirements of K.S.A. 12-2901 et seq., and with the laws of the State of Kansas, and the Attorney General's signature below signifies his approval.



Derek Schmidt, Attorney General

By: Lisa A. Pendergast
Assistant Attorney General

**AGREEMENT TO PARTICIPATE IN THE
MEMORANDUM OF UNDERSTANDING FOR USE OF
THE COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Agreement to Participate in the Memorandum of Understanding for the Use of the Countywide Mass Notification System is made and entered into by the City of Leawood, Kansas, on this 15 day of July, 2013 ("Effective Date").

1. APPROVAL BY STEERING COMMITTEE. The City of Leawood has requested to become a Participant under the Memorandum of Understanding for the Use of the Countywide Mass Notification System ("MOU"), which request has been approved by the Mass Notification System Steering Committee pursuant to Section 9 of the MOU.

2. TERMS AND CONDITIONS. In consideration of the Steering Committee's approval, the City of Leawood accepts and agrees to the terms and conditions of the MOU and agrees to pay all participation costs as set forth in the MOU.

3. EFFECTIVE DATE. This Agreement shall be effective upon execution by the City of Leawood. As of the Effective Date, the City of Leawood shall be a Participant with all the same rights, benefits, and obligations under the MOU as the other Participants.

Accepted and agreed to by the City of Leawood, Kansas, as of the date written above.

CITY OF LEAWOOD, KANSAS


Peggy Dunn, Mayor

ATTEST:


Debra Harper, City Clerk



APPROVED AS TO FORM:


Patricia Bennett, City Attorney

ADDRESS FOR NOTICE PURPOSES:

City of Leawood, Kansas
ATTN: (Official) City Clerk
(address) 4800 Town Center Dr.
(city, state, zip) Leawood, KS 66211

**AGREEMENT TO PARTICIPATE IN THE
MEMORANDUM OF UNDERSTANDING FOR USE OF
THE COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Agreement to Participate in the Memorandum of Understanding for the Use of the Countywide Mass Notification System is made and entered into by the City of Merriam, Kansas, on this 20th day of May, 2013 ("Effective Date").


1. APPROVAL BY STEERING COMMITTEE. The City of Merriam has requested to become a Participant under the Memorandum of Understanding for the Use of the Countywide Mass Notification System ("MOU"), which request has been approved by the Mass Notification System Steering Committee pursuant to Section 9 of the MOU.

2. TERMS AND CONDITIONS. In consideration of the Steering Committee's approval, the City of Merriam accepts and agrees to the terms and conditions of the MOU and agrees to pay all participation costs as set forth in the MOU.

3. EFFECTIVE DATE. This Agreement shall be effective upon execution by the City of Merriam. As of the Effective Date, the City of Merriam shall be a Participant with all the same rights, benefits, and obligations under the MOU as the other Participants.


Accepted and agreed to by the City of Merriam, Kansas, as of the date written above.

CITY OF MERRIAM, KANSAS



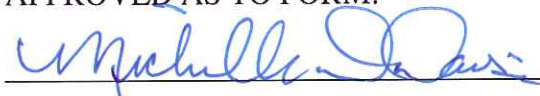
Ken Sissom, Mayor

ATTEST:



Juliana Pinnick, City Clerk

APPROVED AS TO FORM:



ADDRESS FOR NOTICE PURPOSES:

City of Merriam, Kansas
ATTN: City Clerk
6200 Eby Street
Merriam, KS 66202

**AGREEMENT TO PARTICIPATE IN THE
MEMORANDUM OF UNDERSTANDING FOR USE OF
THE COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Agreement to Participate in the Memorandum of Understanding for the Use of the Countywide Mass Notification System is made and entered into by the City of Mission Hills, Kansas, on this 11th day of February, 2013 ("Effective Date").


1. APPROVAL BY STEERING COMMITTEE. The City of Mission Hills has requested to become a Participant under the Memorandum of Understanding for the Use of the Countywide Mass Notification System ("MOU"), which request has been approved by the Mass Notification System Steering Committee pursuant to Section 9 of the MOU.

2. TERMS AND CONDITIONS. In consideration of the Steering Committee's approval, the City of Mission Hills accepts and agrees to the terms and conditions of the MOU and agrees to pay all participation costs as set forth in the MOU.

3. EFFECTIVE DATE. This Agreement shall be effective upon execution by the City of Mission Hills. As of the Effective Date, the City of Mission Hills shall be a Participant with all the same rights, benefits, and obligations under the MOU as the other Participants.

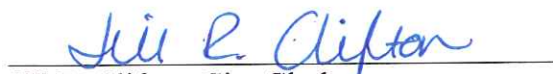
Accepted and agreed to by the City of Mission Hills, Kansas, as of the date written above.

CITY OF MISSION HILLS, KANSAS



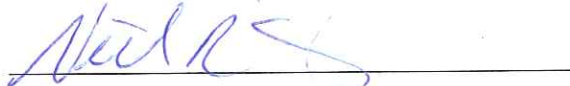
Rick Boeshaar, Mayor

ATTEST:



Jill R. Clifton, City Clerk

APPROVED AS TO FORM:



ADDRESS FOR NOTICE PURPOSES:

City of Mission Hills, Kansas
ATTN: City Clerk
6300 State Line Road
Mission Hills, KS 66208

**AGREEMENT TO PARTICIPATE IN THE
MEMORANDUM OF UNDERSTANDING FOR USE OF
THE COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Agreement to Participate in the Memorandum of Understanding for the Use of the Countywide Mass Notification System is made and entered into by the City of Prairie Village, Kansas, on this 17th day of December, 2012 ("Effective Date").

1. APPROVAL BY STEERING COMMITTEE. The City of Prairie Village has requested to become a Participant under the Memorandum of Understanding for the Use of the Countywide Mass Notification System ("MOU"), which request has been approved by the Mass Notification System Steering Committee pursuant to Section 9 of the MOU.

2. TERMS AND CONDITIONS. In consideration of the Steering Committee's approval, the City of Prairie Village accepts and agrees to the terms and conditions of the MOU and agrees to pay all participation costs as set forth in the MOU.

3. EFFECTIVE DATE. This Agreement shall be effective upon execution by the City of Prairie Village. As of the Effective Date, the City of Prairie Village shall be a Participant with all the same rights, benefits, and obligations under the MOU as the other Participants.

Accepted and agreed to by the City of Prairie Village, Kansas, as of the date written above.

CITY OF PRAIRIE VILLAGE, KANSAS



Ronald L. Shaffer, Mayor

ATTEST:



Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:



Catherine P. Logan, City Attorney

ADDRESS FOR NOTICE PURPOSES:

City of Prairie Village, Kansas
ATTN: City Clerk
7700 Mission Road
Prairie Village, KS 66208

**AGREEMENT TO PARTICIPATE IN THE
MEMORANDUM OF UNDERSTANDING FOR USE OF
THE COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Agreement to Participate in the Memorandum of Understanding for the Use of the Countywide Mass Notification System is made and entered into by the City of Roeland Park, Kansas, on this 1st day of April, 2013 ("Effective Date").

1. APPROVAL BY STEERING COMMITTEE. The City of Roeland Park has requested to become a Participant under the Memorandum of Understanding for the Use of the Countywide Mass Notification System ("MOU"), which request has been approved by the Mass Notification System Steering Committee pursuant to Section 9 of the MOU.

2. TERMS AND CONDITIONS. In consideration of the Steering Committee's approval, the City of Shawnee accepts and agrees to the terms and conditions of the MOU and agrees to pay all participation costs as set forth in the MOU.

3. EFFECTIVE DATE. This Agreement shall be effective upon execution by the City of Roeland Park. As of the Effective Date, the City of Roeland Park shall be a Participant with all the same rights, benefits, and obligations under the MOU as the other Participants.

Accepted and agreed to by the City of Roeland Park, Kansas, as of the date written above.

CITY OF ROELAND PARK, KANSAS

Adienne Foster
Mayor

ATTEST:

Debra K. May
City Clerk

APPROVED AS TO FORM:

Nata S

ADDRESS FOR NOTICE PURPOSES:

City of Roeland Park, Kansas
ATTN: City Clerk
4600 W. 51st Street
Roeland Park, KS 66205

**AGREEMENT TO PARTICIPATE IN THE
MEMORANDUM OF UNDERSTANDING FOR USE OF
THE COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Agreement to Participate in the Memorandum of Understanding for the Use of the Countywide Mass Notification System is made and entered into by the City of Shawnee, Kansas, on this 2 day of JANUARY, 2013 ("Effective Date").

1. APPROVAL BY STEERING COMMITTEE. The City of Shawnee has requested to become a Participant under the Memorandum of Understanding for the Use of the Countywide Mass Notification System ("MOU"), which request has been approved by the Mass Notification System Steering Committee pursuant to Section 9 of the MOU.

2. TERMS AND CONDITIONS. In consideration of the Steering Committee's approval, the City of Shawnee accepts and agrees to the terms and conditions of the MOU and agrees to pay all participation costs as set forth in the MOU.

3. EFFECTIVE DATE. This Agreement shall be effective upon execution by the City of Shawnee. As of the Effective Date, the City of Shawnee shall be a Participant with all the same rights, benefits, and obligations under the MOU as the other Participants.

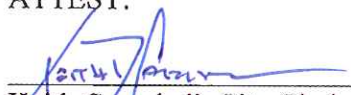
Accepted and agreed to by the City of Shawnee, Kansas, as of the date written above.

CITY OF SHAWNEE, KANSAS



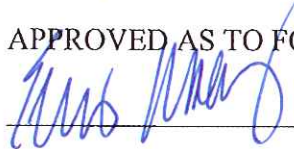
Jeff Meyers, Mayor

ATTEST:



Keith Campbell, City Clerk

APPROVED AS TO FORM:





ADDRESS FOR NOTICE PURPOSES:

City of Shawnee, Kansas
ATTN: City Clerk
11110 Johnson Drive
Shawnee, KS 66203

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: December 8, 2016

Agenda Item: Public Hearing
Partial Assignment of Resolution of Intent

Subject: Bonds and Property Tax Abatement for ELHC XIII, LLC Project

Hearing Notice Published: November 30, 2016 in the *Gardner News*

Summary:

The City has received an application for industrial revenue bonds and property tax abatement from ELHC XIII, LLC. ELHC XIII desires to construct an approximately 400,000 sq. ft. spec warehouse and distribution facility to be located at 30700 W. 193rd Street in Edgerton, Kansas. In order for the City to grant property tax abatement, the City must first hold a public hearing, consider the cost-benefit report and then approve a partial assignment of the Master Resolution of Intent.

Public Hearing

A notice of the public hearing has been published at least seven days prior to the date of this meeting. Written notice of the public hearing has also been provided to the County and the School District. The Council should take comments from the public.

Cost-Benefit Report

Columbia Capital Management, LLC has prepared a cost-benefit report for the proposed project. The Council should consider the cost-benefit report and ask any questions the Council may have about the report.

Partial Assignment of Resolution of Intent

The City previously adopted a Master Resolution of Intent for the benefit of Edgerton Land Holding Company, LLC ("Edgerton Land") for constructing various projects in the Logistics Park-Kansas City, and provided for the issuance of up to \$1,000,000,000 in industrial revenue bonds. The Master Resolution of Intent allows Edgerton Land to assign portions of the Master Resolution of Intent to various companies that locate within the park. The partial assignment of the Master Resolution of Intent assigns \$35,325,000 of the Master Resolution of Intent to ELHC XIII for the purpose of constructing this project.

RESOLUTION NO. 12-08-16C

**RESOLUTION CONSENTING TO THE PARTIAL ASSIGNMENT OF A
RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY,
LLC TO ELHC XIII, LLC, OR ITS SUCCESSORS IN INTEREST**

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 is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the City adopted Resolution No. 07-08-10A on July 8, 2010, as amended by Resolution No. 04-25-13A adopted on April 25, 2013 and Resolution No. 04-09-15A adopted on April 9, 2015 (collectively, the “Resolution of Intent”) determining 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 (the “Bonds”), to finance the costs of acquiring, constructing, reconstructing, improving and equipping the Logistics Park Projects (as defined in the Resolution of Intent) for the benefit of Edgerton Land Holding Company, LLC (the “Developer”); and

WHEREAS, the Resolution of Intent permits the Developer, with the consent of the City, to assign a portion of its interest in the Resolution of Intent to another entity, thereby conferring on such entity the benefits of the Resolution of Intent and the proceedings related thereto; and

WHEREAS, the Developer desires to assign \$35,325,000 of its interest in the Resolution of Intent to ELHC XIII, LLC, a Kansas limited liability company (the “Company”), for the purposes of permitting the Company to acquire, construct and equip a commercial project, consisting of an approximately 400,000 sq. ft. warehouse and distribution facility (the “ELHC Project”), to be located at 30700 W. 193rd Street in Edgerton, Kansas; and

WHEREAS, the City desires to consent to such partial assignment of the Resolution of Intent to the Company.

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

Section 1. Partial Assignment of Resolution of Intent. The Governing Body of the City hereby consents to the assignment by the Developer of \$35,325,000 of the Developer’s interest in the Resolution of Intent to the Company for the purposes of completing the ELHC Project, which is a Logistics Park Project. The City agrees that the Company will now be entitled to the benefits of the Resolution of Intent to the same extent and on the same terms as the Developer with respect to the ELHC Project.

Section 2. Authorization to Proceed. The Company is authorized to proceed with the acquiring, constructing and equipping of the ELHC Project, and to advance such funds as may be necessary to

accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 3. Benefit of Resolution. This Resolution will inure to the benefit of the City and the Company. The Company may, with the prior written consent of the City, assign its interest in this Resolution and the Resolution of Intent to another entity, and such assignee will be entitled to the benefits of this Resolution, the Resolution of Intent and the proceedings related hereto.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this 8th day of December, 2016.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel



6330 Lamar
Suite 200
Overland Park, Kansas 66202
Jeff White, Principal
913.312.8077
jwhite@columbiacapital.com

November 22, 2016

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

RE: Cost-Benefit Analysis for ELHC XIII, LLC

Dear Beth:

Please find attached the results of our cost-benefit analysis related to the projected property tax abatement to be granted by the City to applicant ELHC XIII, LLC, which plans to construct a new 400,000 square foot distribution and warehousing facility in Logistics Park Kansas City (**LPKC**). The purpose of this analysis is to satisfy the City's requirement pursuant to KSA 12-1749d or KSA 79-251(a)(1) to undertake a cost-benefit analysis before granting a property tax abatement. Consistent with City policy for development within LPKC, this analysis assumes the City will grant a 100% property tax abatement for 10 years with the applicant paying an annual payment-in-lieu-of-taxes equal to \$0.21 per square foot on the building to be constructed.

BACKGROUND

As part of negotiations with the original master developer on the potential location of LPKC in Edgerton, the Edgerton City Council approved an incentives program that provides ten-year property tax abatements for projects locating in LPKC. The purpose of these abatements was to ensure that rents paid by the eventual users of buildings constructed by the master developer would be competitive against warehouse/distribution developments in Olathe, south Kansas City, Riverside and those located in other cities, including Dallas, Chicago, Memphis and Indianapolis. Like Edgerton, these communities also have incentives programs in place for warehouse and distribution facilities.

The original master developer reported—and its successor, NorthPoint Development/Edgerton Land Holding Company (**ELHC**) continues to make the argument—that, without the abatement incentives, large-scale warehouse and distribution facilities would not materialize in LPKC and certainly not at the pace of development LPKC has seen in recent years: the presence of the abatements was and is a necessary condition to the development of the project.

ABATEMENT MECHANICS

Under Kansas law, every ad valorem tax abatement is a 100% abatement. Cities granting an abatement have the right to negotiate payments-in-lieu-of-tax (**PILOT**) payments from the abatement beneficiary to reduce the effective value of the abatement to that party. PILOT payments are distributed by Kansas counties to all taxing jurisdictions affected by the abatement in the same proportion as regular property taxes.

Property tax abatements effectively defer a portion of the tax benefit on new development for a period of up to 10 years. Although property tax abatements can create a loss of status quo ante tax revenues for taxing jurisdictions, abatements at LPKC have a very limited impact on existing tax revenues. Because the vast majority of undeveloped land within the boundaries of LPKC is classified for property tax purposes as “farming or ranch operations,” status quo ante property taxes in the aggregate within LPKC tend to total less than \$50 per acre per year.

ECONOMICS

The subject property is approximately 25 acres in size and will house an estimated 400,000 square foot distribution and warehousing facility. Pursuant to the City’s agreement with the master developer, this analysis assumes the City will provide the applicant with a 100% property tax abatement for 10 years. We have further assumed that, consistent with its agreement with the master developer, the City will impose a \$0.21 per square foot per year PILOT, or \$84,000 per year.

The table below reflects the immediate impact on property tax/PILOT receipts from the subject property, assuming a status quo ante tax burden of \$50 per acre per year and based upon November 2015 levy rates published by Johnson County.

ENTITY	LEVY	% of TOTAL	EXISTING TAXES LOST	NEW PILOTs PAID	ANNUAL NET TAX GAIN/(LOSS)
State of KS	1.500	0.96%	\$ (12)	\$ 806	\$ 794
Johnson Co.	19.582	12.53%	(157)	10,521	10,365
JCCC	9.469	6.06%	(76)	5,088	5,012
JCPRD	3.101	1.98%	(25)	1,666	1,641
Edgerton	33.622	21.51%	(269)	18,065	17,796
USD 231 Uniform	20.000	12.79%	(160)	10,746	10,586
USD 231 Capital	8.000	5.12%	(64)	4,298	4,234
USD 231 Other	25.015	16.00%	(200)	13,441	13,241
USD 231 Bond	16.170	10.34%	(129)	8,688	8,559
Fire Dist #1	15.965	10.21%	(128)	8,578	8,450
Library	3.912	2.50%	(31)	2,102	2,071
	156.336	100.00%	\$ (1,250)	\$ 84,000	\$ 82,750

COST-BENEFIT ANALYSIS DETAILS AND ASSUMPTIONS

KSA 12-1749d(2) requires notification of anticipated abatements only to counties or school districts affected. As a result, our analysis focuses on financial impacts to the City, Johnson County and USD 231 Gardner/Edgerton Schools (the **District**). We have not calculated the cost-benefit on other taxing jurisdictions. State law also requires the analysis to include “the effect of the exemption on state revenues.” Our modeling includes such an estimate.

Our proprietary cost-benefit modeling relies on a number of key assumptions in the calculation of net present value benefit to the City, Johnson County and the District. Most of our assumptions are derived from public information, although some inputs are based upon dialogue with subject matter experts, including staff of the Kansas Department of Revenue. Some of these key assumptions include:

- An evaluation of the direct costs and benefits of the project. Columbia’s model does not include indirect or “spin-off” effects as a result of input-output multipliers.
- A ten-year analysis timeframe for each individual project, matching the maximum permitted term of the abatement.
- Direct costs to the City, the County, the school district and the State as estimated by Columbia based upon the financial reports, expert analysis and/or conversations with key staff members within those agencies and at the State of Kansas. Please note our analysis assumes the return of a school finance formula that provides aid to the District on a per pupil basis (see below).
- Where applicable, reliance upon statistical data as reported in the 2010 US Census.
- The use of a discount rate comprised of two components: a risk-free rate of return (the current yield of the on-the-run 10-year US Treasury) plus a risk premium of two (2) percent. The value of the discount rate is a proxy for the opportunity cost of the City (and other agencies) of foregoing the future property and/or sales tax revenues that would be generated by the development. Thought of another way, if the City had those revenues in hand and placed them in an alternative investment with the same risk characteristics, what would be its expected rate of return?

TREATMENT OF SCHOOL FINANCE FORMULA

As of the date of this analysis, the mechanics of public school finances in Kansas remain in flux. The Kansas legislature, through special session during the summer of 2016, resolved immediate judicial concerns about funding equity that might have delayed the start of the 2016/17 school year. But, lower Kansas courts have found that the current block grant funding mechanism is constitutionally flawed and falls hundreds of millions of dollars short of the amount of state aid to schools necessary to satisfy the “adequate” funding requirement within the state constitution; appeals to that lower court ruling remain before the Kansas Supreme Court and are as yet unresolved.

For the purposes of our analysis, we have assumed the existence of a school funding formula that increases or decreases district state aid based upon the district’s student enrollment. The district court’s findings on the funding adequacy issue were particularly critical of the current block grant formula’s failure to recognize and compensate schools for the impacts of changes in enrollment. Our cost-benefit modeling

assumes a return to the capitation-based funding approach that has prevailed in Kansas since the 1990s.

For the treatment of costs in the model, we have assumed that the addition of one new child in the schools increases the District's costs by an average cost to educate the remainder of the students currently within the District. (This approach is consistent with our treatment of new city and county residents on city and county budgets.) For small changes in student enrollment, this approach likely over-states the cost impact to the District: a District with 5,500 students is very likely to spend the same amount in the aggregate to educate those children as it would if its enrollment were 5,501 instead.

It is important to note that, under the state constitution, the obligation of funding public schools is fundamentally the State's obligation. The majority of the local property tax levies imposed by the District automatically adjust to provide a level of funding prescribed by school funding laws or regulations. Put another way, as assessed valuations *decline*, property tax levy rates *increase* to produce required revenue; similarly, as assessed valuations increase, property tax levy levies roll-down to limit revenue collected. This is how, for instance, school districts are able to execute "no tax increase" bond issues—as assessed valuations increase, existing debt service levies produce higher property tax receipts, providing schools with additional financial resources to pay principal and interest on debt even though the levy rate itself has not changed.

The one exception to this general rule is the levy the District may impose for capital purposes. That levy is capped under current state law at eight mills. Because the District imposes the levy at the eight-mill limit, any reduction in assessed value in the District reduces tax dollars available to the District. Similarly, increases in assessed value produce more dollars for the purposes permitted related to that levy.

As demonstrated in the "Economics" section above, we expect most projects within LPKC to produce positive net property tax/PILOT revenues for the District (and all other taxing entities) compared to existing, undeveloped property, even during the term of the tax abatement on such projects.

USING THE COST-BENEFIT MODELING RESULTS

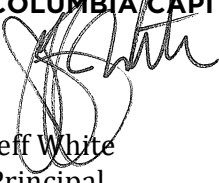
The output of the model is presented as the net present value benefit/(cost) of the project for the City, County and school district over the 10-year life of the abatement on each project. The net benefit (or, if negative, cost) of the incentive package is presented in today's dollars. The estimated impact on State revenues is presented in nominal (future value) terms. We also provide an estimated future value project contribution to the City's Public Infrastructure Fund (**PIF**). While the modeling shows a significant net present value benefit to the City, it is important to note that *the majority of the City's net benefit is reinvested in LPKC through the PIF*.

In the preparation of this cost-benefit analysis, Columbia has relied upon the information provided to it by applicant and has not independently verified or validated these data. The City must draw its own conclusions as to the reliability of these data.

Finally, the intent of this analysis and of the applicable statutes is to inform the governing body's policy debate about the value of the abatement incentive it is providing to the applicant. The project's generation of a net present value benefit to the agencies affected should be but one of the many factors in the governing body's decision about whether and how much incentive to provide to any applicant.

Thank you in advance for your thoughtful consideration of the analysis attached. Please let me know if you have any questions.

Respectfully submitted,
COLUMBIA CAPITAL MANAGEMENT, LLC

A handwritten signature in black ink, appearing to read "Jeff White", is written over the company name.

Jeff White
Principal



SUMMARY OF COSTS AND BENEFITS
City of Edgerton, Kansas

APPLICANT INFORMATION:

Application Date:	11/17/16	Summary of Incentives Provided:	100% real property tax abatement for a 10 year period, as well as a construction sales tax exemption for materials, with a PILOT payment of \$0.21/s.f. per year.
Firm Name:	ELHC XIII, LLC		
Firm Address:	4825 NW 41 St., Suite 500 Riverside, Missouri 64150		
Firm Contact:	Patrick Robinson 913.915.7150		

SUMMARY OF INCENTIVE PACKAGE (LOCAL GOVERNMENT IMPACTS ONLY):

Year	Property Tax Abatement		Construction Sales Tax Abatement		Direct Incentives		
	(%)	(\$)	(%)	(\$)	City	County	School
2	100	647,921	100	0	0	0	0
3	100	647,921	100	0	0	0	0
4	100	647,921	100	0	0	0	0
5	100	647,921	100	0	0	0	0
6	100	647,921	100	0	0	0	0
7	100	647,921	100	0	0	0	0
8	100	647,921	100	0	0	0	0
9	100	647,921	100	0	0	0	0
10	100	647,921	100	0	0	0	0
11	100	647,921	100	0	0	0	0

PAYMENT IN LIEU OF TAXES RECEIPTS:

City	County	School
(\$)	(\$)	(\$)
18,065	10,521	37,173
18,065	10,521	37,173
18,065	10,521	37,173
18,065	10,521	37,173
18,065	10,521	37,173
18,065	10,521	37,173
18,065	10,521	37,173
18,065	10,521	37,173
18,065	10,521	37,173
18,065	10,521	37,173
18,065	10,521	37,173

SUMMARY OF PRESENT VALUE BENEFITS:

City Summary				
Year	Total Benefits	Total Costs	Net Benefit	Net PV Benefit
2	375,282	199,112	176,169	161,912
3	374,130	199,112	175,018	154,207
4	374,169	199,112	175,057	147,868
5	374,210	199,112	175,098	141,792
6	374,253	199,112	175,140	135,966
7	374,298	199,112	175,185	130,381
8	374,345	199,112	175,232	125,028
9	374,394	199,112	175,282	119,896
10	374,446	199,112	175,334	114,976
11	374,501	199,112	175,388	110,259
	3,744,028	1,991,125	1,752,903	1,342,285

County Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
118,089	123,357	-5,268	-4,841
116,687	123,357	-6,670	-5,877
116,742	123,357	-6,615	-5,587
116,800	123,357	-6,556	-5,309
116,862	123,357	-6,495	-5,042
116,926	123,357	-6,431	-4,786
116,993	123,357	-6,364	-4,540
117,064	123,357	-6,293	-4,304
117,138	123,357	-6,219	-4,078
117,216	123,357	-6,141	-3,860
1,170,517	1,233,569	-63,051	-48,227

School District Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
423,576	388,030	35,546	32,669
423,576	388,030	35,546	31,319
423,576	388,030	35,546	30,025
423,576	388,030	35,546	28,784
423,576	388,030	35,546	27,595
423,576	388,030	35,546	26,455
423,576	388,030	35,546	25,362
423,576	388,030	35,546	24,314
423,576	388,030	35,546	23,309
423,576	388,030	35,546	22,346
4,235,757	3,880,300	355,457	272,178

SUMMARY OF ECONOMIC IMPACT (over 10-year period):

Number of jobs to be created : 175

Number of new residents:

City	6
County	7
School District	7

Expected 10-Year Contribution to PIF: \$ 1,392,500

Impact of exemption on state revenues: \$ (79,409)