

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
August 10, 2017**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Crooks ____ Brown ____ Crist ____ Conus
2. **Welcome**
3. **Pledge of Allegiance**

Consent Agenda *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Agenda Approval
5. Approve Minutes from July 27, 2017
6. Approve Amendment No. 1 to the Loan Agreement with KDHE for the Automated Meter Reading Project
7. Approve Easements related to Extension of Utilities to IP XXI and IP XXII related to Widmer Lift Station Project

Regular Agenda

8. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
9. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
10. Presentation by Project Team regarding Downtown Edgerton Planning Sustainable Places Grant

Business Requiring Action

11. **CONSIDER A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF EDGERTON AND JOHNSON COUNTY FIRE DISTRICT NO. 1 REGARDING FIRE REVIEW AND INSPECTION FEES**

Motion: _____ Second: _____ Vote: _____

12. **CONSIDER ORDINANCE 1059 AMENDING CHAPTER XIV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO INCORPORATE THE 2017 STANDARD TRAFFIC ORDINANCE, SUBJECT TO EXISTING LOCAL TRAFFIC PROVISIONS IN THE CITY CODE WHICH SUPPLEMENT AND/OR MODIFY CERTAIN SECTIONS THEREOF**

Motion: _____ Second: _____ Vote: _____

13. CONSIDER ORDINANCE 1060 AMENDING CHAPTER XI, ARTICLE 1, SECTION 11-101 OF THE CODE OF THE CITY OF EDGERTON, KANSAS CONCERNING THE UNIFORM PUBLIC OFFENSE CODE

Motion: _____ Second: _____ Vote: _____

14. CONSIDER RESOLUTION 08-10-17A FOR THE ADDITION OF A 401(A) MATCH PLAN TO KPERS 457 EMPLOYEE RETIREMENT BENEFIT

Motion: _____ Second: _____ Vote: _____

15. Report by the City Administrator

16. Report by the Mayor

17. Future Meeting/Event Reminders:

- August 16th Noon – Senior Lunch
- August 24th 7:00 PM – City Council Meeting
- September 4th – City Offices Closed for Labor Day
- September 12th 7:00 PM – Planning Commission and Board of Zoning Appeals
- September 14th 7:00 PM – City Council Meeting
- September 20th Noon – Senior Lunch
- September 28 7:00 PM – City Council Meeting

18. Adjourn Motion: _____ Second: _____ Vote: _____

**City of Edgerton, Kansas
Minutes of City Council Regular Session
July 27, 2017**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on July 27, 2017. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

1. ROLL CALL

Darius Crist	present
Jody Brown	present
Ron Conus	present
Clay Longanecker	present
Cindy Crooks	absent

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Assistant City Administrator Scott Peterson
	City Attorney Lee Hendricks
	Public Works Superintendent Trey Whitaker
	Finance Director Karen Kindle
	Elevate Edgerton! Steve Hale
	Fire District #1

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Agenda Approval was considered.
5. Minutes from July 13, 2017 City Council Meeting were considered.
6. Resolution No. 07-27-17A Approving Agreement between Johnson County, Kansas, and the City of Edgerton, Kansas, for the Public Improvement of Nelson Street at BNSF Railroad Tracks/Quiet Zone was considered.

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

Motion was approved, 4-0.

7. PUBLIC COMMENTS

Mr. Fred Fraley, 18845 Waverly Road, Edgerton, Kansas was present to address the storm water studies on proposed LPKC buildings VI and VII. Mr. Fraley stated there is lots of water set to drain on his property from the neighboring properties to the north and south. This issue will be taken under advisement.

8. DECLARATION

None

BUSINESS REQUIRING ACTION

ORDINANCE NO 1058

- 9. ORDINANCE NO 1058 AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS(ELHC XXI, LLC PROJECT) SERIES 2017, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$38,000,000 FOR THE PURPOSE OF FINANCING A WAREHOUSE AND DISTRIBUTION FACILITY; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH UMB BANK, N.A., AS TRUSTEE; AUTHORIZING THE CITY TO ENTER INTO A BASE LEASE AND LEASE AGREEMENT WITH ELHC XXI, LLC; AND AUTHORIZING AND APPROVING THE EXECUTION OF ADDITIONAL DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS WAS CONSIDERED.**

The City received an application for a project located in the Logistics Park, consisting of approximately 200,000 square foot warehouse and distribution facility, to be located at 19400 Essex Road, Edgerton, Kansas. This ordinance authorizes the City to enter into the following documents; Trust Indenture, Base Lease Agreement, Lease Agreement, Bond Purchase Agreement, Performance Agreement, and Origination Fee Agreements.

Motion by Longanecker, seconded by Brown, to approve Ordinance No 1058.

Motion was approved, 4-0.

2017 OVERLAY PROGRAM

- 10. THE AWARD OF CONSTRUCTION OF 2017 OVERLAY PROGRAM AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WAS CONSIDERED.**

Trey Whitaker, Public Works Superintendent presented to Mayor and Council the 2017 bid process, including the Base Bid, Bid alternate #1 and Bid alternate #2. A public bid opening for the 2017 street program was held on Monday July 17, 2017 and received six bids. Mayor Roberts and City Council have recommended award of project to Little Joe's Asphalt, this includes the base bid, alternate #1 and alternate #2. Mr. Whitaker advised Mayor and Council his crew is currently doing the preparation work, getting ready for the overlay. The overlay work is scheduled to start in September and to be substantially complete by October 31, 2017.

Motion by Longanecker, seconded by Conus, to award Little Joe's Asphalt the bid for 2017 Overlay Program to include the Base Bid, Bid Alternate #1 and Bid Alternate #2.

Motion was approved, 4-0.

11. REPORT BY THE CITY ADMINISTRTOR

Logistics Park Kansas City Road Closure, as the work continues on IP VI, 183rd Street will be closed for thirty days to possibly six weeks. There is no timeline as of now, expected at least two weeks out, message boards will be out to notify drivers of the road closure.

Beth Linn, City Administrator, and Karen Kindle, Finance Director, presented parts of the 2018 Budget. The process is different this year because of state law changes. The Budget was finalized and the Public Hearing Notice was prepared. At the August 24th 2017 meeting the City Council will conduct a Formal Budget Hearing and Adopt the Budget. The General, Water, and Sewer Funds were discussed in detail, and questions were answered.

12. REPORT BY THE MAYOR

Remember to keep your eyes and ears open to new development coming from Elevate Edgerton!

FUTURE MEETING/EVENT REMINDERS

13. FUTURE MEETING/ EVENT REMINDERS

- ✓ August 5th 8:00 pm – Downtown Summer Movie Night (Finding Dory)
- ✓ August 8th 7:00 pm – Planning Commission
- ✓ August 10th 7:00 pm – City Council Meeting
- ✓ August 16th Noon – Senior Lunch
- ✓ August 24th 7:00 pm – City Council Meeting

EXECUTIVE SESSION

Motion by Longanecker, seconded by Crist, to recess into executive session for ten minutes for purposes of discussing a development agreement under the attorney client privilege exception 75-4319(b)(2) to include Mayor and Council, City Administrator and City Attorney.

Motion was approved, 4-0

Meeting recessed at 8:23 pm.

Motion by Brown, seconded by Longanecker, to reconvene the regular meeting with no action taken.

Motion was approved, 4-0.

Meeting reconvened at 8:40 pm. with no action taken.

14. ADJOURN MOTION: 1st Brown 2nd Crist Vote 4-0

The meeting adjourned at 8:42 pm.

Janeice L. Rawles
City Clerk

Approved by the Governing Body on

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Amendment No. 1 to the Loan Agreement with KDHE

Department: Administration

Background/Description of Item:

On July 7, 2016, the Governing Body approved the loan agreement for KPWSLF Project Number 2903, which is the state revolving loan fund loan for the Automated Meter Reading Project. The original agreement was drafted with a repayment schedule that began on August 1, 2017. Because the project is not complete as of August 1, 2017, the repayment schedule has been revised to show payments beginning on February 1, 2018. The attached amendment to the original agreement contains the revised payment schedule.

Enclosure: Amendment No. 1 KPWSLF Project No. 2903

Related Ordinance(s) or Statute(s): n/a

Recommendation: Approve Amendment No. 1 to the Loan Agreement with KDHE for KPWSLF Project No. 2903.

Funding Source: Debt service payments for Project No. 2903 are budgeted in the Water Fund.

Prepared by: Karen Kindle, Finance Director

Date: August 7, 2017

FIRST AMENDMENT TO THE
LOAN AGREEMENT

BETWEEN

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

EDGERTON, KANSAS
KPWSLF PROJECT NO. 2903

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF JULY 7, 2016

AMENDMENT NO. 1
EFFECTIVE AS OF JUNE 29, 2017

First Amendment to
the Loan Agreement between the
Kansas Department of Health and Environment
Acting on Behalf of the State of Kansas
and Edgerton, Kansas
Effective as of June 29, 2017

WHEREAS, the City of Edgerton, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of July 7, 2016, (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the City of Edgerton, KPWSLF Project No. 2903; and

WHEREAS, the Municipality hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, this First Amendment to the Loan Agreement is entered into and effective as of June 29, 2017;


SECTION 1. Exhibit B2 of the LOAN AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND EDGERTON, KANSAS is hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the City of Edgerton have caused this First Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of June 29, 2017.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT,
acting on behalf of THE STATE OF KANSAS

By: 
John W. Mitchell
Director, Division of Environment

Date: 7-12-2017

By: _____

Printed Name
Mayor
City of Edgerton

(Seal)

ATTEST:

By: _____

Title: _____

Date: _____

KANSAS PUBLIC WATER SUPPLY LOAN FUND

ESTIMATED Draws - Actual Interest Rate
Amortization of Loan Costs

Prepared for:
City of Edgerton, Project No. 2903

Project Principal: 299,250.00
Interest During Const.: 0.00
Service Fee During Const.: 0.00
Loan Origination Fee: 750.00
Loan Reserve Account: 0.00
Financial Integrity Assurance Contract: 0.00
Gross Loan Costs: 300,000.00

6/23/2017
Gross Rate: 1.91%
Service Fee Rate: 0.35%
Loan Interest Rate: 1.56%
1st Payment Date: 2/1/2018
Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	2/1/2018	300,000.00	2,340.00	6,193.81	525.00	9,058.81	293,806.19
2	8/1/2018	293,806.19	2,291.69	6,252.96	514.16	9,058.81	287,553.23
3	2/1/2019	287,553.23	2,242.92	6,312.67	503.22	9,058.81	281,240.56
4	8/1/2019	281,240.56	2,193.68	6,372.96	492.17	9,058.81	274,867.60
5	2/1/2020	274,867.60	2,143.97	6,433.82	481.02	9,058.81	268,433.78
6	8/1/2020	268,433.78	2,093.78	6,495.27	469.76	9,058.81	261,938.51
7	2/1/2021	261,938.51	2,043.12	6,557.30	458.39	9,058.81	255,381.21
8	8/1/2021	255,381.21	1,991.97	6,619.92	446.92	9,058.81	248,761.29
9	2/1/2022	248,761.29	1,940.34	6,683.14	435.33	9,058.81	242,078.15
10	8/1/2022	242,078.15	1,888.21	6,746.96	423.64	9,058.81	235,331.19
11	2/1/2023	235,331.19	1,835.58	6,811.40	411.83	9,058.81	228,519.79
12	8/1/2023	228,519.79	1,782.45	6,876.45	399.91	9,058.81	221,643.34
13	2/1/2024	221,643.34	1,728.82	6,942.11	387.88	9,058.81	214,701.23
14	8/1/2024	214,701.23	1,674.67	7,008.41	375.73	9,058.81	207,692.82
15	2/1/2025	207,692.82	1,620.00	7,075.35	363.46	9,058.81	200,617.47
16	8/1/2025	200,617.47	1,564.82	7,142.91	351.08	9,058.81	193,474.56
17	2/1/2026	193,474.56	1,509.10	7,211.13	338.58	9,058.81	186,263.43
18	8/1/2026	186,263.43	1,452.85	7,280.00	325.96	9,058.81	178,983.43
19	2/1/2027	178,983.43	1,396.07	7,349.52	313.22	9,058.81	171,633.91
20	8/1/2027	171,633.91	1,338.74	7,419.71	300.36	9,058.81	164,214.20
21	2/1/2028	164,214.20	1,280.87	7,490.57	287.37	9,058.81	156,723.63
22	8/1/2028	156,723.63	1,222.44	7,562.10	274.27	9,058.81	149,161.53
23	2/1/2029	149,161.53	1,163.46	7,634.32	261.03	9,058.81	141,527.21
24	8/1/2029	141,527.21	1,103.91	7,707.23	247.67	9,058.81	133,819.98
25	2/1/2030	133,819.98	1,043.80	7,780.83	234.18	9,058.81	126,039.15
26	8/1/2030	126,039.15	983.11	7,855.13	220.57	9,058.81	118,184.02
27	2/1/2031	118,184.02	921.84	7,930.15	206.82	9,058.81	110,253.87
28	8/1/2031	110,253.87	859.98	8,005.89	192.94	9,058.81	102,247.98
29	2/1/2032	102,247.98	797.53	8,082.35	178.93	9,058.81	94,165.63
30	8/1/2032	94,165.63	734.49	8,159.53	164.79	9,058.81	86,006.10
31	2/1/2033	86,006.10	670.85	8,237.45	150.51	9,058.81	77,768.65
32	8/1/2033	77,768.65	606.60	8,316.11	136.10	9,058.81	69,452.54
33	2/1/2034	69,452.54	541.73	8,395.54	121.54	9,058.81	61,057.00
34	8/1/2034	61,057.00	476.24	8,475.72	106.85	9,058.81	52,581.28
35	2/1/2035	52,581.28	410.13	8,556.66	92.02	9,058.81	44,024.62
36	8/1/2035	44,024.62	343.39	8,638.38	77.04	9,058.81	35,386.24
37	2/1/2036	35,386.24	276.01	8,720.87	61.93	9,058.81	26,665.37
38	8/1/2036	26,665.37	207.99	8,804.16	46.66	9,058.81	17,861.21
39	2/1/2037	17,861.21	139.32	8,888.23	31.26	9,058.81	8,972.98
40	8/1/2037	8,972.98	69.99	8,972.98	15.84	9,058.81	0.00
		Totals	50,926.46	300,000.00	11,425.94	362,352.40	

Parcel No. BF221504-3002

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, Made and entered into this 7 day of August, 2017, by and between Widmer Farms a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor may fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation or other activities of Grantee granted or authorized by the terms of this easement, and further provided that no permanent above-ground or subterranean structures, obstructions, materials, stockpiling, or buildings shall be erected, constructed, or stored on the easement, except roads, drives, parking lots, drainage facilities, whether paved or otherwise surfaced, curbs, and walks may be constructed, maintained and utilized by the Grantor. Grantor shall move any personal property located on the easement upon request of the Grantee in order to facilitate use of the easement for initial construction, maintenance and repair.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

By: Robert S. Widmer
Printed Name: Robert S. Widmer
Title: Manager - Widmer Farms, LLC
Street Address: 10841 Beverly Street
City, State & Zip: Overland Park, KS 66211

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, Interim City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ (Name), _____ (Title), who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT A

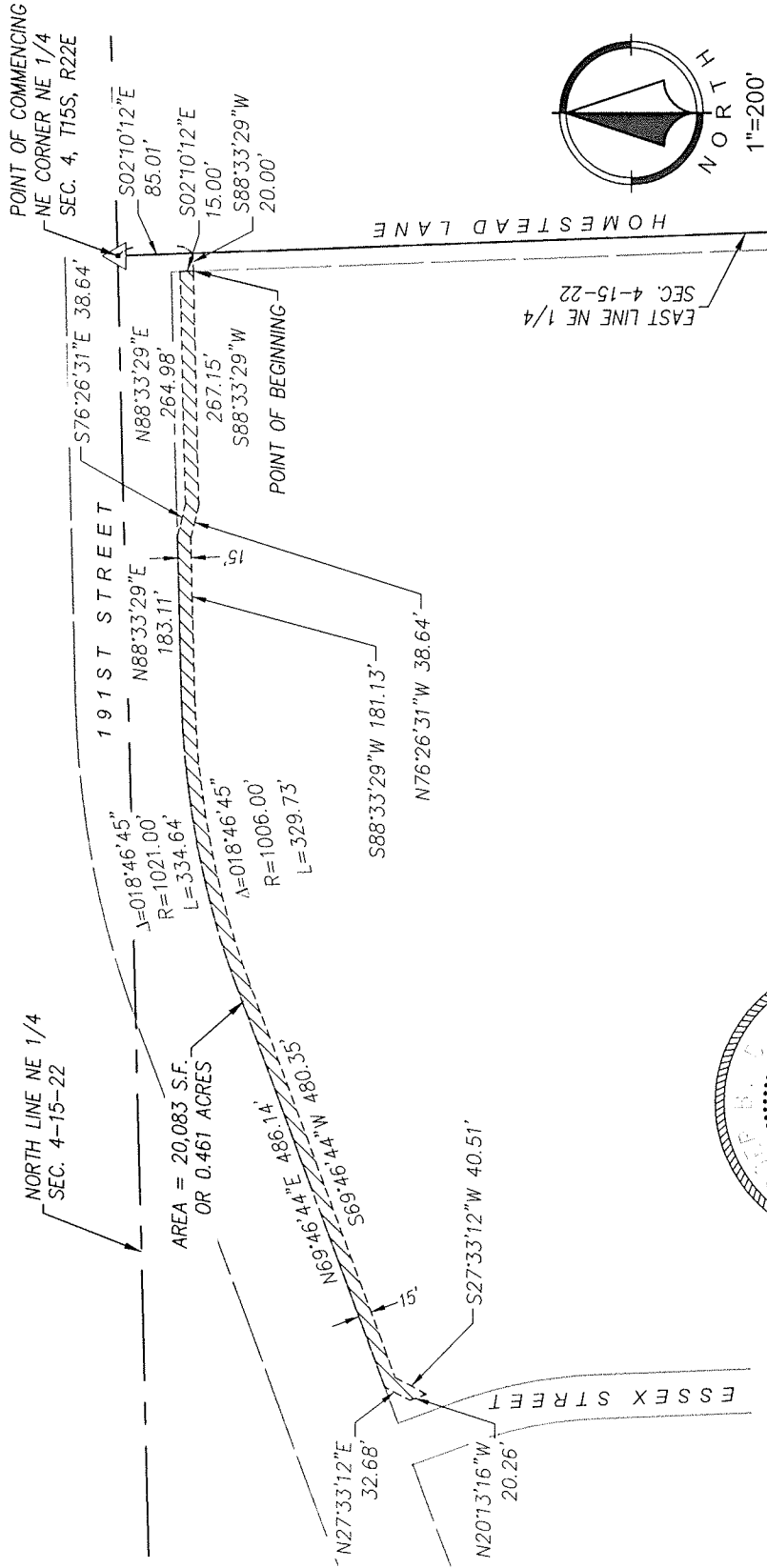
SANITARY SEWER EASEMENT

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 4, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

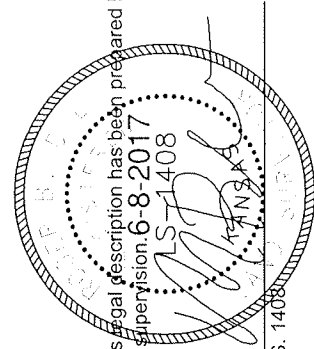
Commencing at the Northeast corner of the Northeast Quarter of said Section 4; thence South $02^{\circ}10'12''$ East, along the East line of said Northeast Quarter, a distance of 85.01 feet; thence departing said East line, South $88^{\circ}33'29''$ West, a distance of 20.00 feet to the West right-of-way line of Homestead Lane, as now established, and the Point of Beginning; thence South $88^{\circ}33'29''$ West, along a line 25 feet South of and parallel with the Southerly right-of-way line of 191st Street, as now established, a distance of 267.15 feet; thence North $76^{\circ}26'31''$ West, a distance of 38.64 feet; thence South $88^{\circ}33'29''$ West, along a line 15 feet South of and parallel with the Southerly right-of-way line of said 191st Street, a distance of 181.13 feet to a point of curvature; thence Westerly, continuing along a line 15 feet South of and parallel with said Southerly right-of-way line and along a curve to the left having a radius of 1006.00 feet and a central angle of $18^{\circ}46'45''$, an arc distance of 329.73 feet to a point of tangency; thence South $69^{\circ}46'44''$ West, continuing along a line 15 feet South of and parallel with said Southerly right-of-way line, a distance of 480.35 feet; thence South $27^{\circ}33'12''$ West, a distance of 40.51 feet; thence North $20^{\circ}13'16''$ West, along a line 20 feet East of and parallel with the Easterly right-of-way line of Essex Street, as now established, a distance of 20.26 feet; thence North $27^{\circ}33'12''$ East, a distance of 32.68 feet to the Southerly right-of-way line of said 191st Street; thence North $69^{\circ}46'44''$ East, along said Southerly right-of-way line, a distance of 486.14 feet to a point of curvature; thence Easterly, continuing along said Southerly right-of-way line and along a curve to the right having a radius of 1021.00 feet and a central angle of $18^{\circ}46'45''$, an arc distance of 334.64 feet to a point of tangency; thence North $88^{\circ}33'29''$ East, continuing along said Southerly right-of-way line, a distance of 183.11 feet; thence departing said Southerly right-of-way line, South $76^{\circ}26'31''$ East, a distance of 38.64 feet; thence North $88^{\circ}33'29''$ East, along a line 10 feet South of and parallel with said Southerly right-of-way line of 191st Street, a distance of 264.98 feet; thence South $02^{\circ}10'12''$ East, a distance of 15.00 feet to the Point of Beginning. Containing 20,083 square feet or 0.461 acres, more or less.

Sanitary Sewer Easement

Exhibit A

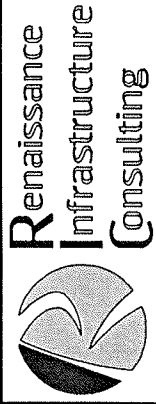


I hereby certify that this legal description has been prepared by me or under my direct supervision. 6-8-2017



ROGER B. DILL L.S. 1408

Sheet 2 of 2
17-0126
Prepared 06-08-17
Prepared By: SPW



207 S. 5th Street
Leavenworth, Kansas 66048
913.317.9500
www.ri-consult.com

Parcel No. BF221504-3002

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, Made and entered into this 7 day of August, 2017, by and between Widmer Farms, LLC a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "B" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor may fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation or other activities of Grantee granted or authorized by the terms of this easement, and further provided that no permanent above-ground or subterranean structures, obstructions, materials, stockpiling, or buildings shall be erected, constructed, or stored on the easement, except roads, drives, parking lots, drainage facilities, whether paved or otherwise surfaced, curbs, and walks may be constructed, maintained and utilized by the Grantor. Grantor shall move any personal property located on the easement upon request of the Grantee in order to facilitate use of the easement for initial construction, maintenance and repair.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

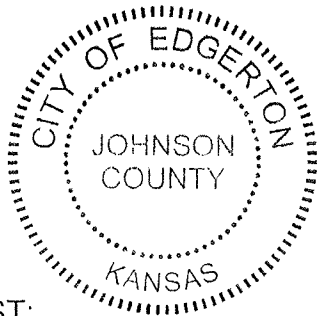
SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.


IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

By: Robert S. Widmer
Printed Name: Robert S. Widmer
Title: Manager - Widmer Farms, LLC
Street Address: 10841 Beverly Street
City, State & Zip: Overland Park, KS 66211



ATTEST:


Jarleice Rawles, Interim City Clerk

(SEAL)

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____ 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ (Name), _____ (Title), who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

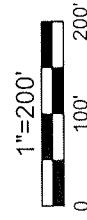
EXHIBIT B

SANITARY SEWER EASEMENT

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 4, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 4; thence South $88^{\circ}33'29''$ West, along the North line of said Northeast Quarter, a distance of 1206.73 feet; thence departing said North line, South $01^{\circ}26'31''$ East, a distance of 495.79 feet to the Point of Beginning; thence South $02^{\circ}10'17''$ East, a distance of 80.00 feet; thence South $87^{\circ}49'43''$ West, a distance of 60.00 feet; thence North $02^{\circ}10'17''$ West, a distance of 80.00 feet; thence North $87^{\circ}49'43''$ East, a distance of 60.00 feet to the Point of Beginning. Containing 4,800 square feet or 0.110 acres, more or less.

Exhibit B



207 S. 5th Street
Leavenworth, Kansas 66048
913.317.9500
www.ric-consult.com

6-6-2017
I hereby certify that this
me of under my direct
ANSKY

ROGER B. DILL L.S. 1408

Parcel No. BF221504-3002

PERMANENT UTILITY EASEMENT / PEDESTRIAN EASEMENT

THIS AGREEMENT, Made and entered into this 7 day of August, 2017, by and between Widmer Farms, LLC a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for public utilities, pedestrian facilities and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "C" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor may fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation or other activities of Grantee granted or authorized by the terms of this easement, and further provided that no permanent above-ground or subterranean structures, obstructions, materials, stockpiling, or buildings shall be erected, constructed, or stored on the easement, except roads, drives, parking lots, drainage facilities, whether paved or otherwise surfaced, curbs, and walks may be constructed, maintained and utilized by the Grantor. Grantor shall move any personal property located on the easement upon request of the Grantee in order to facilitate use of the easement for initial construction, maintenance and repair.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

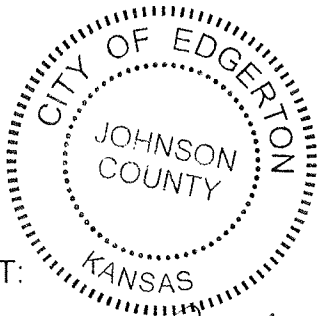
SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

By: Robert S. Widmer
Printed Name: Robert S. Widmer
Title: Manager - Widmer Farms, LLC
Street Address: 10841 Beverly Street
City, State & Zip: Overland Park, KS 66211



ATTEST:

Janeice Rawles
Janeice Rawles, Interim City Clerk

(SEAL)

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ (Name), _____ (Title), who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT C

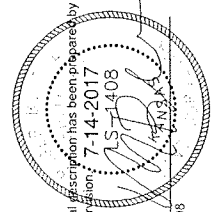
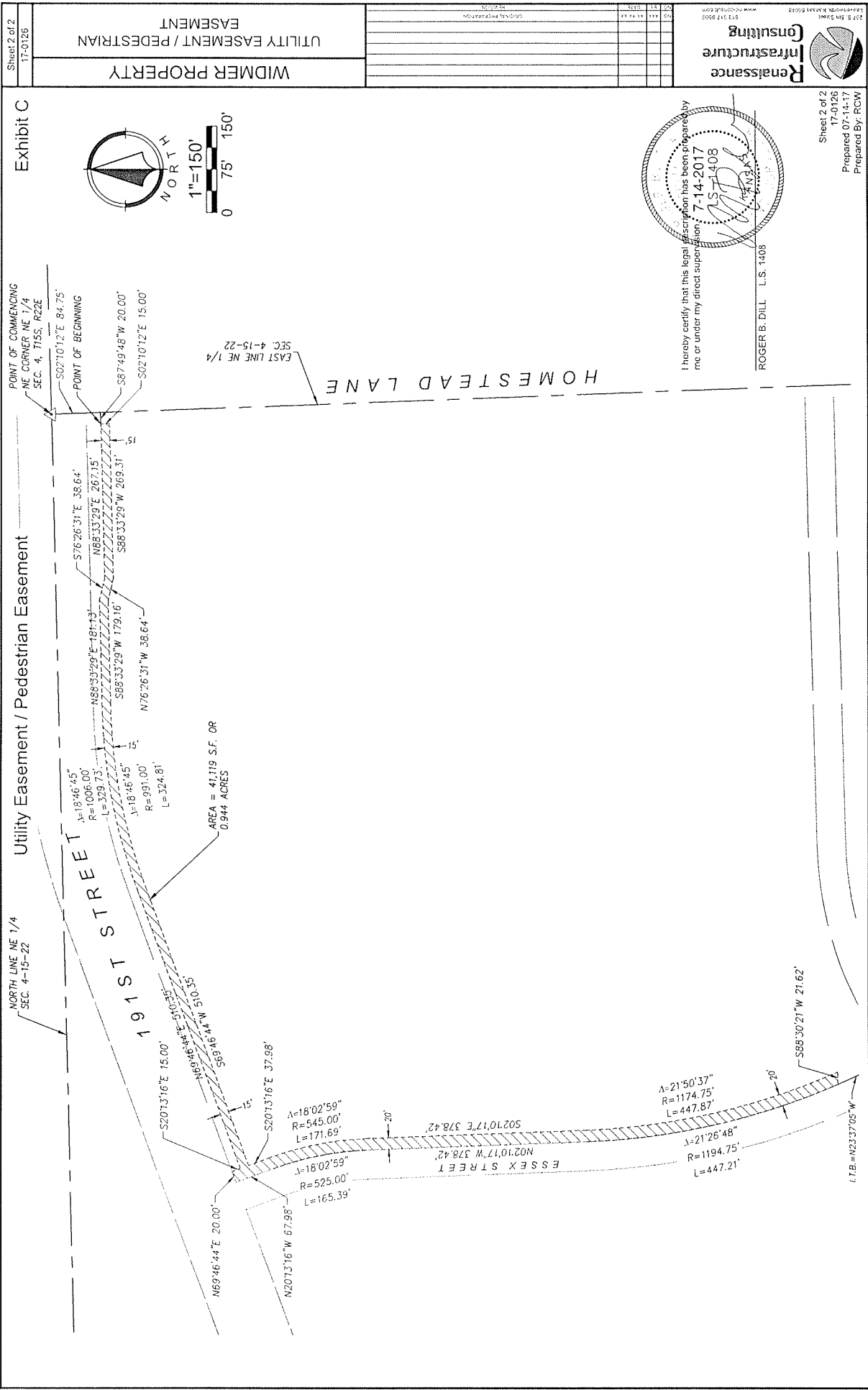
PERMANENT UTILITY EASEMENT / PEDESTRIAN EASEMENT

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 4, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 4; thence South $02^{\circ}10'12''$ East, along the East line of said Northeast Quarter, a distance of 84.75 feet; thence departing said East line, South $87^{\circ}49'48''$ West, a distance of 20.00 feet to the West right-of-way line of Homestead Lane, as now established, and the Point of Beginning; thence South $02^{\circ}10'12''$ East, along said West right-of-way line, a distance of 15.00 feet; thence departing said West right-of-way line, South $88^{\circ}33'29''$ West, along a line 40 feet South of and parallel with the Southerly right-of-way line of 191st Street, as now established, a distance of 269.31 feet; thence North $76^{\circ}26'31''$ West, a distance of 38.64 feet; thence South $88^{\circ}33'29''$ West, along a line 30 feet South of and parallel with the Southerly right-of-way line of said 191st Street, a distance of 179.16 feet to a point of curvature; thence Westerly, continuing along a line 30 feet South of and parallel with said Southerly right-of-way line and along a curve to the left having a radius of 991.00 feet and a central angle of $18^{\circ}46'45''$, an arc distance of 324.81 feet to a point of tangency; thence South $69^{\circ}46'44''$ West, continuing along a line 30 feet South of and parallel with said Southerly right-of-way line, a distance of 510.35 feet; thence South $20^{\circ}13'16''$ East, along a line 20 feet East of and parallel with the Easterly right-of-way line of Essex Street, as now established, a distance of 37.98 feet to a point of curvature; thence Southerly, along a line 20 feet East of and parallel with said Easterly right-of-way line and along a curve to the right having a radius of 545.00 feet and a central angle of $18^{\circ}02'59''$, an arc distance of 171.69 feet to a point of tangency; thence South $02^{\circ}10'17''$ East, continuing along a line 20 feet East of and parallel with said Easterly right-of-way line, a distance of 378.42 feet to a point of curvature; thence Southerly, continuing along a line 20 feet East of and parallel with said Easterly right-of-way line and along a curve to the left having a radius of 1174.75 feet and a central angle of $21^{\circ}50'37''$, an arc distance of 447.87 feet; thence South $88^{\circ}30'21''$ West, a distance of 21.62 feet to the Easterly right-of-way line of said Essex Street; thence Northerly, along said Easterly right-of-way line and along a curve to the right having a radius of 1194.75, a central angle of $21^{\circ}26'48''$, and whose initial tangent bearing is North $23^{\circ}37'05''$ West, an arc distance of 447.21 feet to a point of tangency; thence North $02^{\circ}10'17''$ West, continuing along said Easterly right-of-way line, a distance of 378.42 feet to a point of curvature; thence Northerly, continuing along said Easterly right-of-way line and along a curve to the left having a radius of 525.00 feet and a central angle of $18^{\circ}02'59''$, an arc distance of 165.39 feet to a point of tangency; thence North $20^{\circ}13'16''$ West, continuing along said Easterly right-of-way line, a distance of 67.98 feet to the Southerly right-of-way line of said 191st Street; thence North $69^{\circ}46'44''$ East, along said Southerly right-of-way line, a distance of 20.00 feet; thence departing said Southerly right-of-way line, South $20^{\circ}13'16''$ East, a distance of 15.00 feet; thence North $69^{\circ}46'44''$ East, along a line 15 feet South of and parallel with said Southerly right-of-way line, a distance of 510.35 feet

to a point of curvature; thence Easterly, continuing along a line 15 feet South of and parallel with said Southerly right-of-way line and along a curve to the right having a radius of 1006.00 feet and a central angle of $18^{\circ}46'45''$, an arc distance of 329.73 feet to a point of tangency; thence North $88^{\circ}33'29''$ East, continuing along a line 15 feet South of and parallel with said Southerly right-of-way line, a distance of 181.13 feet; thence South $76^{\circ}26'31''$ East, a distance of 38.64 feet; thence North $88^{\circ}33'29''$ East, along a line 25 feet South of and parallel with said Southerly right-of-way line of 191st Street, a distance of 267.15 to the Point of Beginning. Containing 41,119 square feet or 0.944 acres, more or less.

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



I hereby certify that this legal description has been prepared by me or under my direct supervision, 7-14-2017

ROGER B. DILL L.S. 1408

Parcel No. BF221504-3002

PERMANENT UTILITY EASEMENT / PEDESTRIAN EASEMENT

THIS AGREEMENT, Made and entered into this 7 day of August, 2017, by and between Widner Farms a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for public utilities, pedestrian facilities and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "D" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor may fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation or other activities of Grantee granted or authorized by the terms of this easement, and further provided that no permanent above-ground or subterranean structures, obstructions, materials, stockpiling, or buildings shall be erected, constructed, or stored on the easement, except roads, drives, parking lots, drainage facilities, whether paved or otherwise surfaced, curbs, and walks may be constructed, maintained and utilized by the Grantor. Grantor shall move any personal property located on the easement upon request of the Grantee in order to facilitate use of the easement for initial construction, maintenance and repair.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

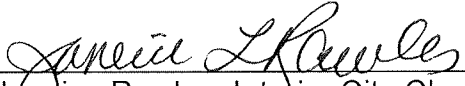
By: Robert S. Widmer
Printed Name: Robert S. Widmer
Title: Manager- Widmer Farms, LLC
Street Address: 10841 Beverly Street
City, State & Zip: Overland Park, KS 66211

GRANTEE:

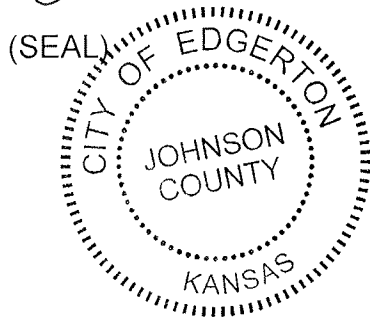
CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:



Janyce Rawles, Interim City Clerk



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ (Name), _____ (Title), who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT D

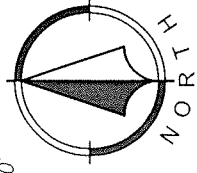
PERMANENT UTILITY EASEMENT / PEDSTRIAN EASEMENT

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 4, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 4; thence South $02^{\circ}10'12''$ East, along the East line of said Northeast Quarter, a distance of 1284.98 feet; thence departing said East line, South $87^{\circ}49'48''$ West, a distance of 20.00 feet to the West right-of-way line of Homestead Lane, as now established, and the Point of Beginning; thence South $02^{\circ}10'12''$ East, along said West right-of-way line, a distance of 15.00 feet to the Northerly right-of-way line of 193rd Street, as now established; thence South $88^{\circ}31'49''$ West, along the Northerly right-of-way line of said 193rd Street, a distance of 775.47 feet to a point of curvature; thence Westerly, continuing along said Northerly right-of-way line and along a curve to the left having a radius of 625.00 feet and a central angle of $16^{\circ}17'29''$, an arc distance of 177.71 feet; thence departing said Northerly right-of-way line, South $88^{\circ}30'21''$ West, a distance of 47.70 feet; thence Easterly, along a line 15 feet North of and parallel with the Northerly right-of-way line of said 193rd Street and along a curve to the right having a radius of 640.00 feet, a central angle of $20^{\circ}23'38''$, and whose initial tangent bearing is North $68^{\circ}08'11''$ East, an arc distance of 227.80 feet to a point of tangency; thence North $88^{\circ}31'49''$ East, continuing along a line 15 feet North of and parallel with said Northerly right-of-way line, a distance of 775.29 feet to the Point of Beginning. Containing 14,684 square feet or 0.337 acres, more or less.

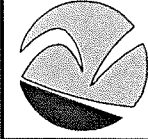
The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

Exhibit D



1"=200'

0 100' 200'

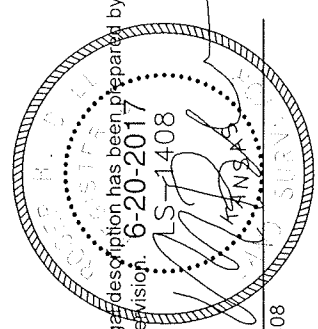
Renaissance
Infrastructure
Consulting

17-0126

Prepared By: RCW

207 S. 5th Street
Leavenworth, Kansas 66048
913.317.9500
www.fic-consult.com

I hereby certify that this legend description has been prepared by
me or under my direct supervision. 6-20-2017



ROGER B. DILL L.S. 1408

Parcel No. BF221504-3008

PERMANENT UTILITY EASEMENT / PEDESTRIAN EASEMENT

THIS AGREEMENT, Made and entered into this 7 day of August, 2017, by and between Widmer Farms a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for public utilities, pedestrian facilities and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "E" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor may fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation or other activities of Grantee granted or authorized by the terms of this easement, and further provided that no permanent above-ground or subterranean structures, obstructions, materials, stockpiling, or buildings shall be erected, constructed, or stored on the easement, except roads, drives, parking lots, drainage facilities, whether paved or otherwise surfaced, curbs, and walks may be constructed, maintained and utilized by the Grantor. Grantor shall move any personal property located on the easement upon request of the Grantee in order to facilitate use of the easement for initial construction, maintenance and repair.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

By: Robert S. Widmer
Printed Name: Robert S. Widmer
Title: Manager - Widmer Farms, LLC
Street Address: 10841 Beverly Street
City, State & Zip: Overland Park, KS 66211

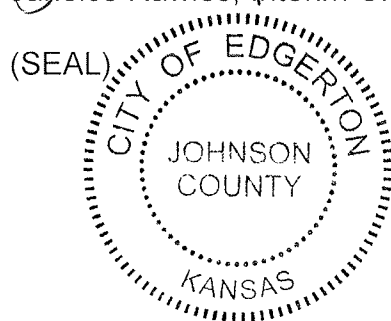
GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:


Janeice Rawles, Interim City Clerk



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ (Name), _____ (Title), who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT E

PERMANENT UTILITY EASEMENT / PEDESTRIAN EASEMENT

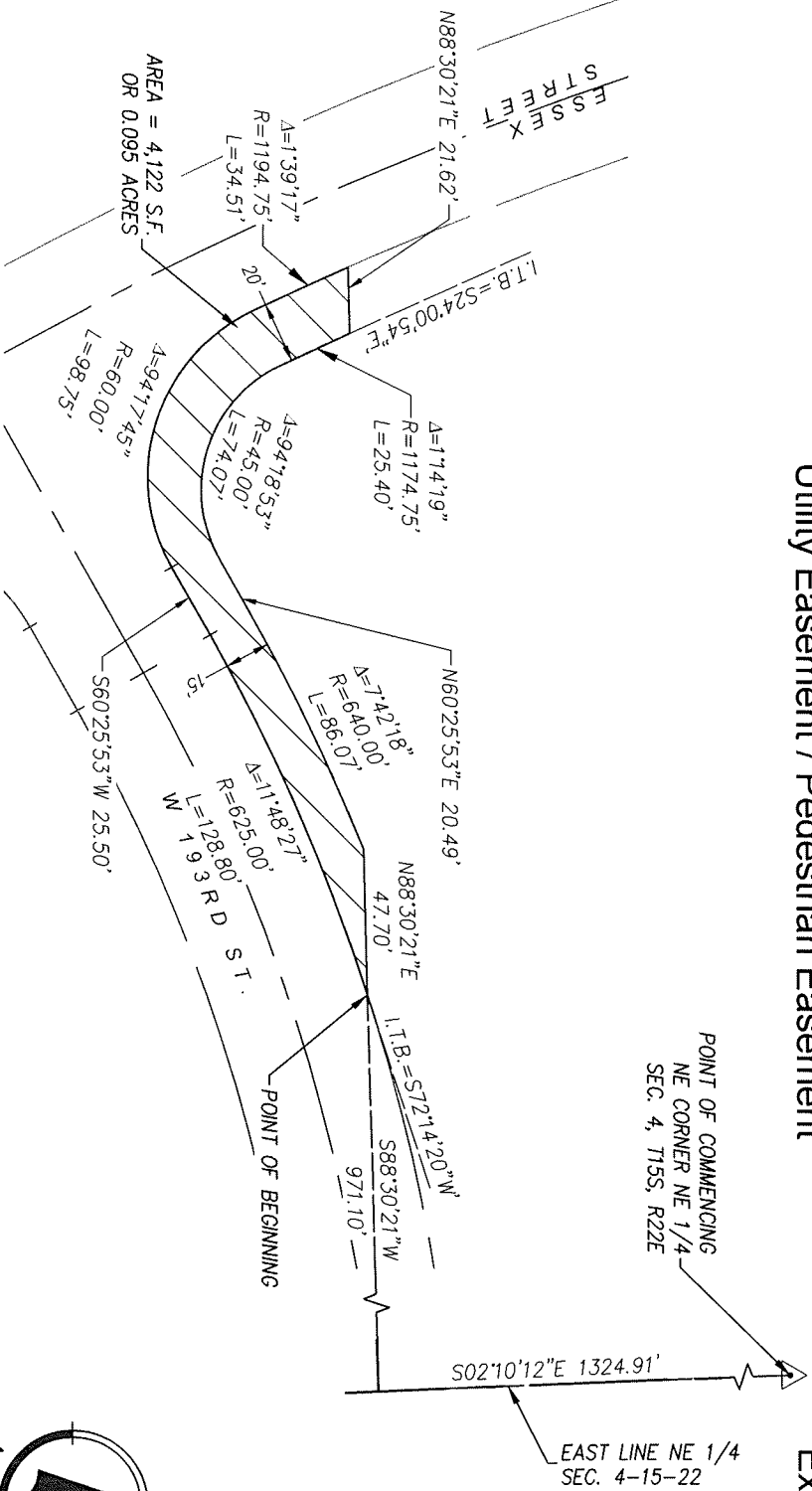
A tract of land in the Southeast Quarter of the Northeast Quarter of Section 4, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 4; thence South $02^{\circ}10'12''$ East, along the East line of said Northeast Quarter, a distance of 1324.91 feet; thence departing said East line, South $88^{\circ}30'21''$ West, a distance of 971.10 feet to the Northerly right-of-way line of 193rd Street, as now established and the Point of Beginning; thence Southwesterly, continuing along said Northerly right-of-way line and along a curve to the left having a radius of 625.00 feet, a central angle of $11^{\circ}48'27''$, and whose initial tangent bearing is South $72^{\circ}14'20''$ West, an arc distance of 128.80 feet to a point of tangency; thence South $60^{\circ}25'53''$ West, continuing along said Northerly right-of-way line, a distance of 25.50 feet to a point of curvature; thence Southwesterly, Westerly and Northwesterly, continuing along said right-of-way line and along a curve to the right having a radius of 60.00 feet and a central angle of $94^{\circ}17'45''$, an arc distance of 98.75 feet to the Easterly right-of-way line of Essex Street, as now established, and to a point of compound curvature; thence Northwesterly, along the Easterly right-of-way line of said Essex Street and along a curve to the right having a radius of 1194.75 feet and a central angle of $01^{\circ}39'17''$, an arc distance of 34.51 feet; thence North $88^{\circ}30'21''$ East, a distance of 21.62 feet; thence Southerly, along a curve to the left having a radius of 1174.75 feet, a central angle of $01^{\circ}14'19''$, and whose initial tangent bearing is South $24^{\circ}00'54''$ East, an arc distance of 25.40 feet to a point of compound curvature; thence Southerly, Southeasterly, Easterly and Northeasterly, along a curve to the left having a radius of 45.00 feet and a central angle of $94^{\circ}18'53''$, an arc distance of 74.07 feet to a point of tangency; thence North $60^{\circ}25'53''$ East, a distance of 20.49 feet to a point of curvature; thence Northeasterly, along a curve to the right having a radius of 640.00 feet and a central angle of $07^{\circ}42'18''$, an arc distance of 86.07 feet; thence North $88^{\circ}30'21''$ East, a distance of 47.70 feet to the Point of Beginning. Containing 4,122 square feet or 0.095 acres, more or less.

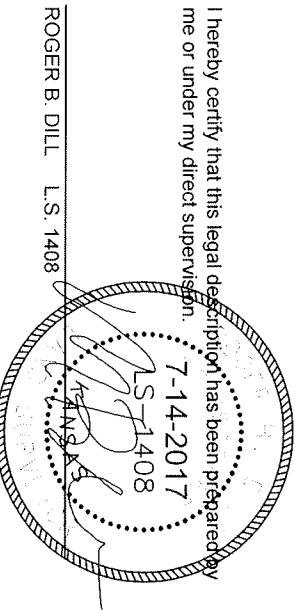
The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

Utility Easement / Pedestrian Easement

Exhibit E

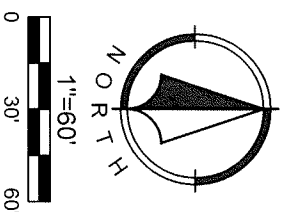


I hereby certify that this legal description has been prepared by me or under my direct supervision.



Sheet 2 of 2
17-0126
Prepared By: RCW

Renaissance Infrastructure Consulting
207 S. 5th Street
Leavenworth, Kansas 66048
913.317.9500
www.ric-consult.com



Utility Easement / Pedestrian Easement

Exhibit E

DESCRIPTION

A tract of land in the Southeast Quarter of the Northeast Quarter of Section 4, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 4; thence South $02^{\circ}10'12''$ East, along the East line of said Northeast Quarter, a distance of 1324.91 feet; thence departing said East line, South $88^{\circ}30'21''$ West, a distance of 971.10 feet to the Northerly right-of-way line of 193rd Street, as now established and the Point of Beginning; thence Southwesterly, continuing along said Northerly right-of-way line and along a curve to the left having a radius of 625.00 feet, a central angle of $11^{\circ}48'27''$, and whose initial tangent bearing is South $72^{\circ}14'20''$ West, an arc distance of 128.80 feet to a point of tangency; thence South $60^{\circ}25'53''$ West, continuing along said Northerly right-of-way line, a distance of 25.50 feet to a point of curvature; thence Southwesterly, Westerly and Northwesterly, continuing along said right-of-way line and along a curve to the right having a radius of 60.00 feet and a central angle of $94^{\circ}17'45''$, an arc distance of 98.75 feet to the Easterly right-of-way line of Essex Street, as now established, and to a point of compound curvature; thence Northwesterly, along the Easterly right-of-way line of said Essex Street and along a curve to the right having a radius of 1194.75 feet and a central angle of $01^{\circ}39'17''$, an arc distance of 34.51 feet; thence North $88^{\circ}30'21''$ East, a distance of 21.62 feet; thence Southerly, along a curve to the left having a radius of 1174.75 feet, a central angle of $01^{\circ}14'19''$, and whose initial tangent bearing is South $24^{\circ}00'54''$ East, an arc distance of 25.40 feet to a point of compound curvature; thence Southerly, Southeasterly, Easterly and Northeasterly, along a curve to the left having a radius of 45.00 feet and a central angle of $94^{\circ}18'53''$, an arc distance of 74.07 feet to a point of tangency; thence North $60^{\circ}25'53''$ East, a distance of 20.49 feet to a point of curvature; thence Northeasterly, along a curve to the right having a radius of 640.00 feet and a central angle of $07^{\circ}42'18''$, an arc distance of 86.07 feet; thence North $88^{\circ}30'21''$ East, a distance of 47.70 feet to the Point of Beginning. Containing 4,122 square feet or 0.095 acres, more or less.

I hereby certify that this legal description has been prepared by me or under my direct supervision.

7-14-2017

LS-1408

ROGER B. DILL L.S. 1408



Sheet 1 of 2
17-0126

Prepared 07-14-17
Prepared By: RCW



Parcel No. BF221504-3002

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this 7 day of August, 2017, by and between Widmer Farms, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantors do hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "H" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and

expiring two (2) years thereafter, or May 1, 2018, whichever is the earliest date. Grantors agree that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantors reserve the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantors covenant that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantors and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantors and Grantee.

TO THESE COVENANTS, the Grantors do hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

By: Robert S. Widmer
Printed Name: Robert S. Widmer
Title: Manager - Widmer Farms, LLC
Street Address: 10841 Beverly Street
City, State & Zip: Overland Park, KS 66211

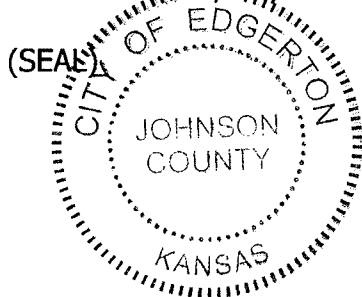
GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles
Janeice Rawles, City Clerk



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ (Name), _____ (Title), who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT H

TEMPORARY CONSTRUCTION EASEMENT

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 4, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 4; thence South 02°10'12" East, along the East line of said Northeast Quarter, a distance of 59.75 feet; thence departing said East line, South 87°49'48" West, a distance of 20.00 feet to the West right-of-way line of Homestead Lane, as now established, and the Point of Beginning; thence South 02°10'12" East, along said West right-of-way line, a distance of 65.01 feet; thence South 88°33'29" West, along a line 65 feet South of and parallel with the Southerly right-of-way line of 191st Street, as now established, a distance of 272.92 feet; thence North 76°26'31" West, a distance of 38.64 feet; thence South 88°33'29" West, along a line 55 feet South of and parallel with the Southerly right-of-way line of said 191st Street, a distance of 175.87 feet to a point of curvature; thence Westerly, continuing along a line 55 feet South of and parallel with said Southerly right-of-way line and along a curve to the left having a radius of 966.00 feet and a central angle of 18°46'45", an arc distance of 316.62 feet to a point of tangency; thence South 69°46'44" West, continuing along a line 55 feet South of and parallel with said Southerly right-of-way line, a distance of 470.35 feet; thence South 20°13'16" East, along a line 60 feet East of and parallel with the Easterly right-of-way line of Essex Street, as now established, a distance of 12.98 feet to a point of curvature; thence Southerly, along a line 60 feet East of and parallel with said Easterly right-of-way line and along a curve to the right having a radius of 585.00 feet and a central angle of 13°38'27", an arc distance of 139.28 feet; thence departing said Easterly right-of-way line, North 87°49'43" East, a distance of 50.73 feet; thence South 02°10'17" East, a distance of 140.00 feet; thence South 87°49'43" West, a distance of 49.00 feet to a point 60 feet East of said Easterly right-of-way line; thence South 02°10'17" East, continuing along a line 60 feet East of and parallel with said Easterly right-of-way line, a distance of 283.39 feet to a point of curvature; thence Southerly, continuing along a line 60 feet East of and parallel with said Easterly right-of-way line and along a curve to the left having a radius of 1134.75 feet and a central angle of 22°41'02", an arc distance of 449.25 feet; thence South 88°30'21" West, a distance of 65.05 feet to the Easterly right-of-way line of said Essex Street; thence Northerly, along said Easterly right-of-way line and along a curve to the right, whose initial tangent bearing is North 23°37'05" West, having a radius of 1194.75 feet, a central angle of 21°26'48", and an arc distance of 447.21 feet to a point of tangency; thence North 02°10'17" West, continuing along said Easterly right-of-way line, a distance of 378.42 feet to a point of curvature; thence Northerly, continuing along said Easterly right-of-way line and along a curve to the left having a radius of 525.00 feet and a central angle of 18°02'59", an arc distance of 165.39 feet to a point of tangency; thence North 20°13'16" West, continuing along said Easterly right-of-way line, a distance of 67.98 feet to the Southerly right-of-way line of said 191st Street; thence North 69°46'44" East, along said Southerly right-of-way line, a distance of 530.35 feet to a point of curvature; thence Easterly, continuing along said Southerly right-of-way line and along a curve to the right having a radius of 1021.00 feet and a central angle of 18°46'45", an arc distance of 334.64 feet to a point of tangency; thence North 88°33'29" East, continuing along said Southerly right-of-way line, a distance of 485.28 feet to the Point of Beginning. Containing 144,457 square feet or 3.316 acres, more or less.

Exhibit H

Sheet 2 of 2
17-0126



I hereby certify that this legal description has been prepared by me or under my direct supervision. 6-20-2017

ROGER B. DILL L.S. 1408

Sheet 2 of 2
17-0126
Prepared 06-20-17
Prepared By: RCW

WIDMER PROPERTY

TEMPORARY CONSTRUCTION EASEMENT

Temporary Construction Easement

Exhibit H

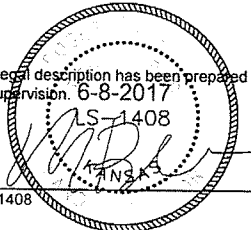
DESCRIPTION

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 4, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 4; thence South 02°10'12" East, along the East line of said Northeast Quarter, a distance of 59.75 feet; thence departing said East line, South 87°49'48" West, a distance of 20.00 feet to the West right-of-way line of Homestead Lane, as now established, and the Point of Beginning; thence South 02°10'12" East, along said West right-of-way line, a distance of 65.01 feet; thence South 88°33'29" West, along a line 65 feet South of and parallel with the Southerly right-of-way line of 191st Street, as now established, a distance of 272.92 feet; thence North 76°26'31" West, a distance of 38.64 feet; thence South 88°33'29" West, along a line 55 feet South of and parallel with the Southerly right-of-way line of said 191st Street, a distance of 175.87 feet to a point of curvature; thence Westerly, continuing along a line 55 feet South of and parallel with said Southerly right-of-way line and along a curve to the left having a radius of 966.00 feet and a central angle of 18°46'45", an arc distance of 316.62 feet to a point of tangency; thence South 69°46'44" West, continuing along a line 55 feet South of and parallel with said Southerly right-of-way line, a distance of 470.35 feet; thence South 20°13'16" East, along a line 60 feet East of and parallel with the Easterly right-of-way line of Essex Street, as now established, a distance of 12.98 feet to a point of curvature; thence Southerly, along a line 60 feet East of and parallel with said Easterly right-of-way line and along a curve to the right having a radius of 585.00 feet and a central angle of 13°38'27", an arc distance of 139.28 feet; thence departing said Easterly right-of-way line, North 87°49'43" East, a distance of 50.73 feet; thence South 02°10'17" East, a distance of 140.00 feet; thence South 87°49'43" West, a distance of 49.00 feet to a point 60 feet East of said Easterly right-of-way line; thence South 02°10'17" East, continuing along a line 60 feet East of and parallel with said Easterly right-of-way line, a distance of 283.39 feet to a point of curvature; thence Southerly, continuing along a line 60 feet East of and parallel with said Easterly right-of-way line and along a curve to the left having a radius of 1134.75 feet and a central angle of 22°41'02", an arc distance of 449.25 feet; thence South 88°30'21" West, a distance of 65.05 feet to the Easterly right-of-way line of said Essex Street; thence Northerly, along said Easterly right-of-way line and along a curve to the right, whose initial tangent bearing is North 23°37'05" West, having a radius of 1194.75 feet, a central angle of 21°26'48", and an arc distance of 447.21 feet to a point of tangency; thence North 02°10'17" West, continuing along said Easterly right-of-way line, a distance of 378.42 feet to a point of curvature; thence Northerly, continuing along said Easterly right-of-way line and along a curve to the left having a radius of 525.00 feet and a central angle of 18°02'59", an arc distance of 165.39 feet to a point of tangency; thence North 20°13'16" West, continuing along said Easterly right-of-way line, a distance of 67.98 feet to the Southerly right-of-way line of said 191st Street; thence North 69°46'44" East, along said Southerly right-of-way line, a distance of 530.35 feet to a point of curvature; thence Easterly, continuing along said Southerly right-of-way line and along a curve to the right having a radius of 1021.00 feet and a central angle of 18°46'45", an arc distance of 334.64 feet to a point of tangency; thence North 88°33'29" East, continuing along said Southerly right-of-way line, a distance of 485.28 feet to the Point of Beginning. Containing 144,457 square feet or 3.316 acres, more or less.

I hereby certify that this legal description has been prepared by
me or under my direct supervision. 6-8-2017

ROGER B. DILL L.S. 1408



Sheet 1 of 2
17-0126

Prepared 06-08-17
Prepared By: SPW



Parcel No. BF221504-3002

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this 7 day of August, 2017, by and between Widmer Farms, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantors do hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "I" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and

expiring two (2) years thereafter, or May 1, 2018, whichever is the earliest date. Grantors agree that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantors reserve the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantors covenant that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantors and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantors and Grantee.

TO THESE COVENANTS, the Grantors do hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

By: Robert S. Widmer
Printed Name: Robert S. Widmer
Title: Manager - Widmer Farms, LLC
Street Address: 10841 Beverly Street
City, State & Zip: Overland Park KS 66211

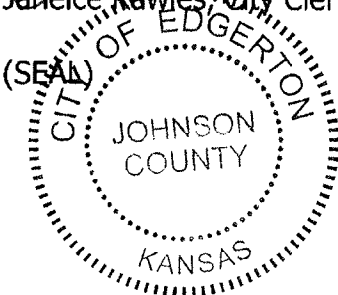
GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles
Janeice Rawles, City Clerk



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ (Name), _____ (Title), who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT I

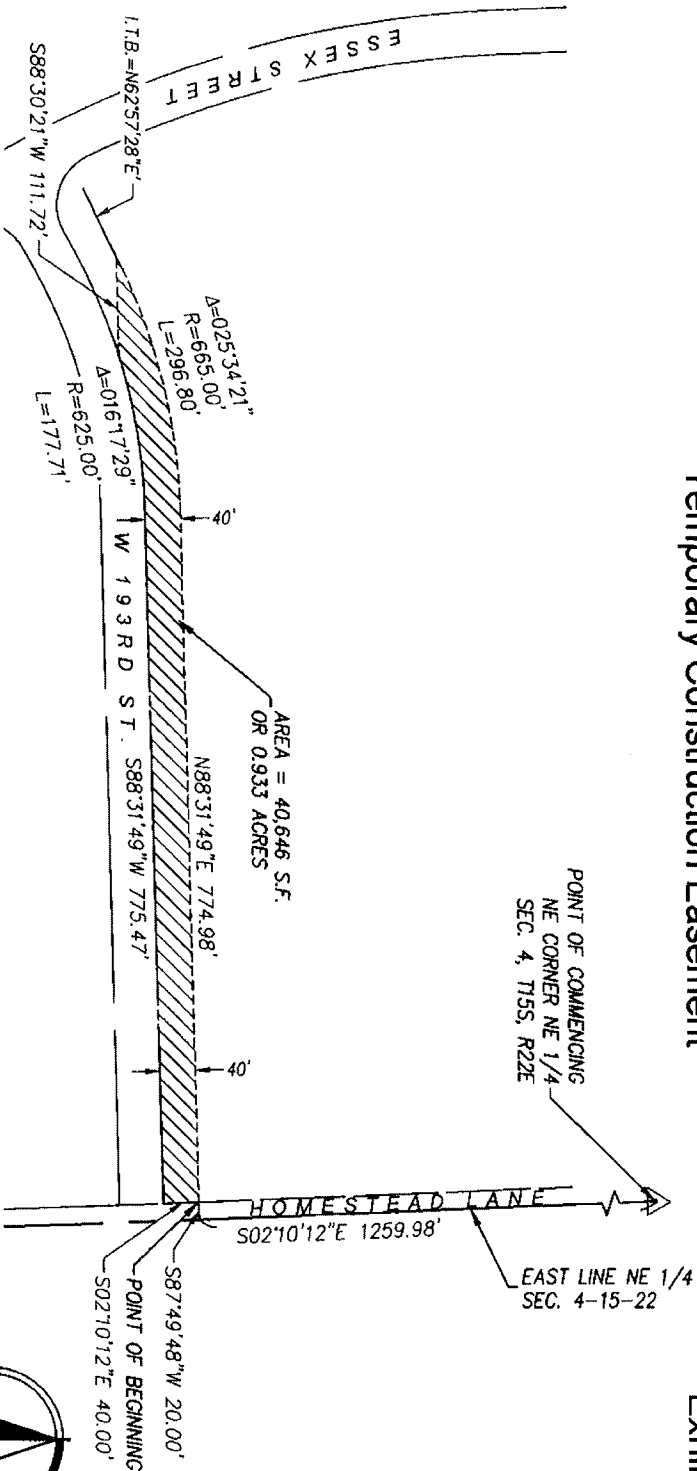
TEMPORARY CONSTRUCTION EASEMENT

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 4, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 4; thence South $02^{\circ}10'12''$ East, along the East line of said Northeast Quarter, a distance of 1259.98 feet; thence departing said East line, South $87^{\circ}49'48''$ West, a distance of 20.00 feet to the West right-of-way line of Homestead Lane, as now established, and the Point of Beginning; thence South $02^{\circ}10'12''$ East, along said West right-of-way line, a distance of 40.00 feet to the Northerly right-of-way line of 193rd Street, as now established; thence South $88^{\circ}31'49''$ West, along the Northerly right-of-way line of said 193rd Street, a distance of 775.47 feet to a point of curvature; thence Westerly, continuing along said Northerly right-of-way line and along a curve to the left having a radius of 625.00 feet and a central angle of $16^{\circ}17'29''$, an arc distance of 177.71 feet; thence departing said Northerly right-of-way line, South $88^{\circ}30'21''$ West, a distance of 111.72 feet; thence Easterly, along a line 40 feet North of and parallel with the Northerly right-of-way line of said 193rd Street and along a curve to the right having a radius of 665.00 feet, a central angle of $25^{\circ}34'21''$, and whose initial tangent bearing is North $62^{\circ}57'28''$ East, an arc distance of 296.80 feet to a point of tangency; thence North $88^{\circ}31'49''$ East, continuing along a line 40 feet North of and parallel with said Northerly right-of-way line, a distance of 774.98 feet to the Point of Beginning. Containing 40,646 square feet or 0.933 acres, more or less.

Temporary Construction Easement

Exhibit 1

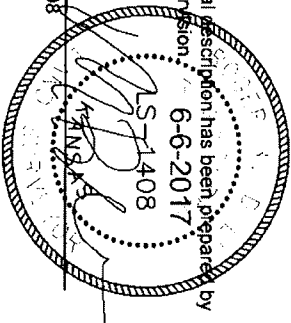


I hereby certify that this legal description has been prepared by me or under my direct supervision

6-6-2017

AS-1408

ROGER B. DILL L.S. 1408



Sheet 2 of 2
17-0126
Prepared 06-06-17
Prepared By: SPW

Renaissance Infrastructure Consulting
207 S. 5th Street
Leavenworth, Kansas 66048
913.317.9500
www.ri-consult.com

Temporary Construction Easement

Exhibit I

DESCRIPTION

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 4, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 4; thence South 02°10'12" East, along the East line of said Northeast Quarter, a distance of 1259.98 feet; thence departing said East line, South 87°49'48" West, a distance of 20.00 feet to the West right-of-way line of Homestead Lane, as now established, and the Point of Beginning; thence South 02°10'12" East, along said West right-of-way line, a distance of 40.00 feet to the Northerly right-of-way line of 193rd Street, as now established; thence South 88°31'49" West, along the Northerly right-of-way line of said 193rd Street, a distance of 775.47 feet to a point of curvature; thence Westerly, continuing along said Northerly right-of-way line and along a curve to the left having a radius of 625.00 feet and a central angle of 16°17'29", an arc distance of 177.71 feet; thence departing said Northerly right-of-way line, South 88°30'21" West, a distance of 111.72 feet; thence Easterly, along a line 40 feet North of and parallel with the Northerly right-of-way line of said 193rd Street and along a curve to the right having a radius of 665.00 feet, a central angle of 25°34'21", and whose initial tangent bearing is North 62°57'28" East, an arc distance of 296.80 feet to a point of tangency; thence North 88°31'49" East, continuing along a line 40 feet North of and parallel with said Northerly right-of-way line, a distance of 774.98 feet to the Point of Beginning. Containing 40,646 square feet or 0.933 acres, more or less.

I hereby certify that this legal description has been prepared by me or under my direct supervision.



ROGER B. DILL L.S. 1408

Sheet 1 of 2
17-0126

Prepared 06-06-17
Prepared By: SPW



Parcel No. BF221504-3009

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this 7 day of August, 2017, by and between Widmer Farms, LLC, a Kansas limited liability company, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantors do hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "J" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and

expiring two (2) years thereafter, or May 1, 201⁸~~9~~, ^{Row} ^{off} whichever is the earliest date. Grantors agree that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantors reserve the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantors covenant that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantors and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantors and Grantee.

TO THESE COVENANTS, the Grantors do hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

a Kansas limited liability company

By: Robert S. Widmer
Printed Name: Robert S. Widmer
Title: Manager - Widmer Farms, LLC
Street Address: 10841 Beverly Street
City, State & Zip: Overland Park, KS 66211

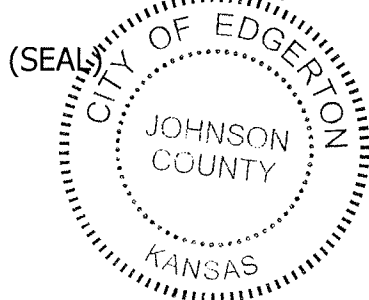
GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles
Janeice Rawles, City Clerk



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ (Name), _____ (Title), who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT J

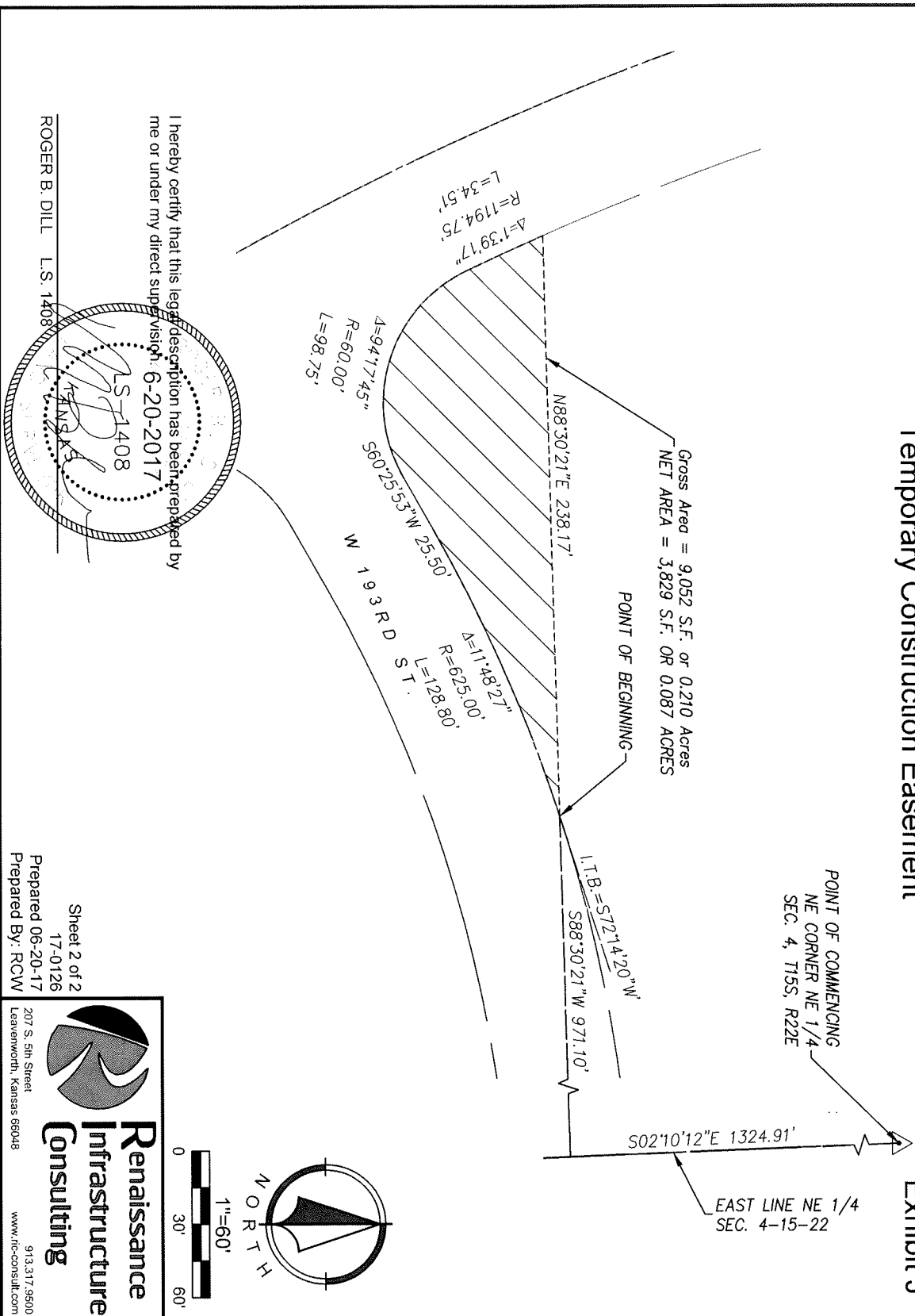
TEMPORARY CONSTRUCTION EASEMENT

A tract of land in the Southeast Quarter of the Northeast Quarter of Section 4, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 4; thence South $02^{\circ}10'12''$ East, along the East line of said Northeast Quarter, a distance of 1324.91 feet; thence departing said East line, South $88^{\circ}30'21''$ West, a distance of 971.10 feet to the Point of Beginning; thence Southwesterly, along the Northerly right-of-way line of 193rd Street, as now established, and along a curve to the left having a radius of 625.00 feet, a central angle of $11^{\circ}48'27''$, and whose initial tangent bearing is South $72^{\circ}14'20''$ West, an arc distance of 128.80 feet to a point of tangency; thence South $60^{\circ}25'53''$ West, continuing along said Northerly right-of-way line, a distance of 25.50 feet to a point of curvature; thence Southwesterly, Westerly and Northwesterly, continuing along said Northerly right-of-way line and along a curve to the right having a radius of 60.00 feet and a central angle of $94^{\circ}17'45''$, an arc distance of 98.75 feet to the Easterly right-of-way line of Essex Street, as now established, and to a point of compound curvature; thence Northwesterly, continuing along the Easterly right-of-way line of said Essex Street and along a curve to the right having a radius of 1194.75 feet and a central angle of $01^{\circ}39'17''$, an arc distance of 34.51 feet; thence North $88^{\circ}30'21''$ East, a distance of 238.17 feet to the Point of Beginning. Containing 9,052 square feet or 0.208 acres, more or less.

Temporary Construction Easement

Exhibit J



I hereby certify that this legal description has been prepared by me or under my direct supervision: 6-20-2017

ROGER B. DILL L.S. 1408

Sheet 2 of 2
17-0126
Prepared 06-20-17
Prepared By: RCW

Renaissance Infrastructure Consulting

207 S. 5th Street
Leavenworth, Kansas 66048

913.317.9500
www.ric-consult.com

Temporary Construction Easement

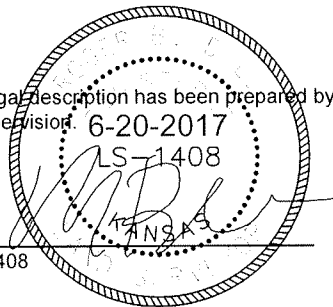
Exhibit J

DESCRIPTION

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ROGER B. DILL L.S. 1408

Sheet 1 of 2
17-0126

Prepared 06-20-17
Prepared By: RCW



AGENDA ITEM INFORMATION FORM

Agenda Item: Consider a Memorandum of Understanding between City of Edgerton and Johnson County Fire District No. 1 regarding Fire Review and Inspection Fees

Department: Administration

Background/Description of Item: At the June 8, 2017 City Council meeting, Johnson County Fire District No. 1 (JCFD1) made a presentation regarding their request to charge a new fee for new development (excluding R-1, R-2) in Edgerton. A copy of that presentation is included in the packet.

City Council directed the City Attorney to prepare a Memorandum of Understanding (MOU) with JCFD1 to administer the collection and remittance of this fee. A draft of that MOU is included with the packet. A summary of the terms of the MOU is below.

PERMIT FEE

Edgerton will amend the building permit fees to include the following Fire Review and Inspection Fees:

- Property which is 100 square feet to 12,500 square feet: \$250.00 for Core & Shell Inspection
\$250.00 for Tenant Finish Inspection
- Property 12,501 square feet and greater \$0.02 per square foot for Core & Shell Inspection
\$0.02 per square foot for Tenant Finish Inspection

SERVICES PROVIDED FOR FEE

JCFD1 shall provide the following services to the permitted party:

- a. Plan review
- b. Fire systems plan review
- c. All site inspections
- d. All fire systems inspections and testing
- e. Site access inspections
- f. Final inspection for occupancy
- g. Annual inspections
- h. Safety drill review with contractors
- i. Inspection services provided during off hours to prevent break in production
- j. CPR and fire safety training

REMITTANCE OF FEES

City will collect the fee at time the building permit is issued and will remit fees to JCFD1 on a monthly basis.

EFFECTIVE DATE

As written, the MOU shall take effect upon the date it is fully approved and executed by all parties and the permit fees would apply to all new construction which occurs after the signing of the MOU. JCFD1 has requested the new fee be levied retroactively to the date of the presentation (June 8, 2017).

Enclosure: Presentation by JCFD1 at June 8, 2017 City Council meeting
Draft Memorandum of Understanding

Related Ordinance(s) or Statute(s):

Recommendation: Approve Memorandum of Understanding between City of Edgerton and Johnson County Fire District No. 1 regarding Fire Review and Inspection Fees

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: August 7, 2017

FIRE DISTRICT # 1



JOHNSON COUNTY

NEW CONSTRUCTION PERMIT FEES

Edgerton, Kansas

AUTHORITY TO ISSUE PERMITS AND FEES

- We have the authority under the International Fire Code 2006 to issue permits and fees per Section 105.1 through 105.7.16

NEW CONSTRUCTION FIRE PERMIT FEES

- 1. New construction commercial/ industrial buildings
- 2. Multi residential apartments
- 3. Hospital and Extended healthcare
- 4. Hotels
- 5. Restaurants

WHAT OTHER FIRE DISTRICTS CHARGE

- Sedgwick County Fire – Charge for the plan review – Each fire system- Sprinkler system for each device.
- Woodside Fire District – Charge for plan review- Each on site inspection – Sprinkler system

FIRE DISTRICT #1 PROPOSED FEE SCHEDULE

Property 100 to 12,500 square feet \$250.00

Property 12,501 and higher 0.02 per square foot

**All Fees to be billed to the Contractor by
the Fire District.**

COST RECOVERY

- Money from the fee's will be used to offset some of the cost incurred by the Fire District during the construction phase.

FEE INCLUDES

- 1. Plan review
- 2. Fire Systems plan review
- 3. All site inspections
- 4. All Fire systems inspections and test
- 5. Site access inspections
- 6. Final inspection for occupancy
- 7. Annual inspections

OTHER SERVICES WE ARE PROVIDING

- We work with the contractors to provide safety drills on site
- We provide inspection during off hours to keep on timelines
- We provide CPR training and fire safety training

SAFETY TRAINING CLAYCO CONSTRUCTION



BNSF CRANE RESCUE TRAINING



QUESTIONS ??????????????????



Mayor Donald Roberts
Edgerton, KS

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding is entered into this _____ day of _____, 2017, between the following parties: the City of Edgerton, Kansas (hereinafter referred to as “the City”), and Johnson County Fire District No. 1 (referred to as “the Fire District”).

WHEREAS, the Fire District provides all fire protection and inspection services to the City; and

WHEREAS, included in those services provided to the City are plan review of new building construction, fire system plan review of said new construction, site and fire system inspections during construction, final inspections for occupancy and annual inspections; and

WHEREAS, both the City and the Fire District believe it is necessary to require a fee(s) to be paid for such review and inspection to properties located in the Multi-Family Zoning District (R-3), Commercial Zoning Districts (C-D, C-1, C-2) and the Industrial Zoning Districts (B-P, L-P, I-G, I-H); and

WHEREAS, the City and the Fire District desire to enter into an agreement providing for the payment of those fees upon the permitting of new construction, to be paid to the City at the time a permit is issued to offset some of the cost incurred by the Fire District.

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

1. Permit Fee. The City hereby agrees to amend its building permit fees to include the following Fire Review and Inspection Fees:

Property which is 100 square feet to 12,500 square feet:	\$250.00 for Core & Shell Inspection
	\$250.00 for Tenant Finish Inspection

Property 12,501 square feet and greater	\$0.02 per square foot for Core & Shell Inspection
	\$0.02 per square foot for Tenant Finish Inspection

2. Services Provided for Fee. The Fire District agrees that the payment of these fees shall be attributable to the following services provided by the Fire District to the permitted party:

- a. Plan review
- b. Fire systems plan review
- c. All site inspections
- d. All fire systems inspections and testing
- e. Site access inspections
- f. Final inspection for occupancy
- g. Annual inspections
- h. Safety drill review with contractors

- i. Inspection services provided during off hours to prevent break in production
- j. CPR and fire safety training

3. Remitting of Fees to District Fees collected by the City at the time the permit is issued shall be remitted to the Fire District on a monthly basis.

4. Effective Date – This agreement shall take effect upon the date it is fully approved and executed by all parties and the permit fees described above shall apply to all new construction which occurs after the signing of this Agreement.

5. Approval and Authorization. Each of the persons signing this agreement warrants and represents that this agreement has been approved by its governing body, or by official authority authorized to do so, that the execution, delivery and performance of this agreement by such party has been authorized by action duly adopted by its governing body or authorized official and that this agreement contains a legal, valid and binding obligation of each party enforceable in accordance with its terms.

6. Governing Law. This Memorandum shall be construed according to the laws of the State of Kansas.

7. Amendment. Neither this agreement nor any term of provision hereof may be changed, waived, discharged, or terminated orally, or in any manner other than by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge, or termination is sought.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and made effective as of the effective date.

This Agreement is approved and authorized by the City Council of the City of Edgerton, Kansas on the _____ day of _____, 2017.

This Agreement is approved and authorized by the Board of Johnson County Fire District No. 1 on the _____ day of _____, 2017.

CITY OF EDGERTON, KANSAS

JOHNSON COUNTY FIRE DISTRICT
No. 1

BY: _____
MAYOR DONALD ROBERTS

BY: _____
MARK BURDOLSKI, CHAIRMAN

ATTEST:

ATTEST:

BY: _____
Janiece Rawles, City Clerk

BY: _____
Secretary

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 1059 Amending Chapter XIV Of The Edgerton, Kansas Municipal Code To Incorporate The 2017 Standard Traffic Ordinance, Subject To Existing Local Traffic Provisions In The City Code Which Supplement And/Or Modify Certain Sections Thereof

Department: Administration

Background/Description of Item: Annually, the League of Kansas Municipalities prepares and publishes the code known as the Standard Traffic Ordinance (STO) for Kansas Cities. This ordinance will adopt the Standard Traffic Ordinance for Kansas Cities Edition 2017 except such articles, sections, parts or portions as are omitted, deleted, modified, or changed by Sections 14-102 through 14-105 of the Code of the City of Edgerton. Please find enclosed with this agenda item an article prepared by the League of Kansas Municipalities regarding the changes in the STO.

Enclosure: Draft Ordinance No. 1059
 August 2017 Article in Kansas Government Journal regarding Changes to 2017 STO

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

Recommendation: Approve Ordinance No. 1059 Amending Chapter XIV Of The Edgerton, Kansas Municipal Code To Incorporate The 2017 Standard Traffic Ordinance, Subject To Existing Local Traffic Provisions In The City Code Which Supplement And/Or Modify Certain Sections Thereof

Funding Source: N/A

Prepared by: Scott Peterson, Assistant City Administrator
Date: August 10, 2017

ORDINANCE NO. 1059

AN ORDINANCE AMENDING CHAPTER XIV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO INCORPORATE THE 2017 STANDARD TRAFFIC ORDINANCE, SUBJECT TO EXISTING LOCAL TRAFFIC PROVISIONS IN THE CITY CODE WHICH SUPPLEMENT AND/OR MODIFY CERTAIN SECTIONS THEREOF.

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

SECTION 1: Article 1 of Chapter XIV of the Edgerton, Kansas Municipal Code is hereby amended to state the following:

ARTICLE 1. STANDARD TRAFFIC ORDINANCE

14-101. UNIFORM CODE INCORPORATED. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Edgerton, Kansas, that certain code known as the "Standard Traffic Ordinance for Kansas Cities" Edition 2017, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are omitted, deleted, modified, or changed by Section 14-102 of the existing Code of the City of Edgerton. No fewer than one copy of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1059" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open for inspection and available to the public at all reasonable hours. The Sheriff's Department of Johnson County, Kansas, the municipal judge and all administrative departments of the City charged with enforcement of the Ordinance shall be supplied, at the cost to the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient. (Ord. 1032, 2016; Ord. 1000, 2015; Ord. 978, 2014; Ord. 941, 2013; Ord. 928, 2012; Ord. 907, 2011; Ord. 896, 2010; Ord. 860, 2009; Ord. 840, 2008; Ord. 830, 2007; Ord. 817, 2006; Ord. 782, 2005; Ord. 768, 2004; Ord. 750, 2003; Ord. 744, 2002; Ord. 729, 2001; Ord. 715, 2000; Ord. 707, 1999; Ord. 697, 1998; Ord. 688, 1997; Ord. 684, 1997; Ord. 675, 1996; Ord. 666, 1995; Ord. 650, 1994; Ord. 634, 1993; Ord. 625, 1992; Ord. 617, 1991; Ord. 604, 1990; Ord. 593, 1989; Ord. 578, 1988; Ord. 742, 1987; Ord. 559, 1986)

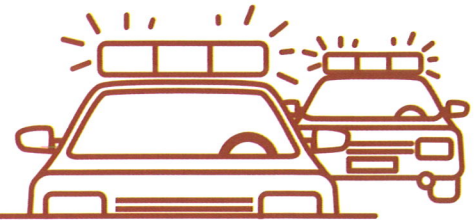
14-102. PENALTY FOR SCHEDULED FINES. The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judge establishes a fine in a fine schedule shall not be less than \$10 nor more than \$500, except for speeding, which shall not be less than \$30 nor more than \$500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500, but said fine for subsequent convictions for the same offense may be increased in accordance with Section 201 of the Standard Traffic Ordinance. (Ord. 1032, 2016, Ord. 896, 2010; Ord. 865, 2009)

SECTION 2: Article 2 of Chapter XIV of the Edgerton, Kansas Municipal Code is hereby preserved and any modifications or supplements to the Standard Traffic Ordinance stated therein are now applicable to the "Standard Traffic Ordinance for Kansas Cities" Edition 2017.

SECTION 3: Repeal. Former Article 1 of Chapter XIV of the Edgerton Municipal Code is hereby repealed.

Legal Forum

By Eric Smith, Deputy General Counsel



2017 Standard Traffic Ordinance and Uniform Public Offense Code Changes

The 2017 editions of the *Standard Traffic Ordinance* (STO) and the *Uniform Public Offense Code* (UPOC) are now available for cities to order. Find them online at www.lkm.org. This article describes the legislative changes to both publications and changes made by the editor.

UPOC

The legislature passed five bills – H. Sub. for SB 40, H. Sub. for SB 70, H. Sub. for SB 86, H. Sub. for SB 101 and SB 112 – affecting the UPOC this year.

H. Sub. for SB 40 relates to human trafficking and there are two changes to the UPOC because of this bill. Section 4.5 (Buying Sexual Relations) is amended to address the change in the fine amount for this crime as well as how the fine is to be distributed. The bill also creates the new crime of Unlawful Use of a Communication Facility, which is new section 4.5.1 in the 2017 edition of the UPOC. The definition of a “communication facility” is drafted into the new section for easy reference.

H. Sub. for SB 70 and H. Sub. for SB 86 together make major changes to the Kansas Amusement Ride Act. These bills now make it a crime for an owner or operator to operate an amusement ride without a valid state permit. This new crime of Illegal Operation of an Amusement Ride is a new section (10.27) in the 2017 edition of the UPOC and will be a Class B violation. H. Sub for SB 86 prohibits any criminal liability until on and after January 1, 2018. Section 10.27 has been drafted to reflect this delayed criminal enforcement.

H. Sub. for SB 101 amends the Protection from Abuse Act and the Protection from Stalking Act by establishing the protection from stalking and sexual assault act. Section 3.8.1 (Violation of a Protective Order) has been amended to include a protection from sexual assault order violation.

SB 112 amends the crime of Domestic Battery by expanding to include coverage for harm caused to an individual with which the offender has a dating relationship. Section 3.1.1 (Domestic Battery) is amended to add this factor and define the term “dating relationship.” This bill also resulted in the need to amend section 11.11 (Cruelty to Animals) and the addition to section 1.1 (Definitions) of the term “Animal Shelter.” The amendments are technical in nature and remove any references to an incorporated humane society, which are replaced with animal shelter as defined by K.S.A. 47-1701.

STO

There were only two bills passed by the legislature – HB 2170 and SB 89 – affecting the STO this year.

HB 2170 amends the statute governing required bicycle safety equipment. Section 133 (Lamps and Other Equipment on Bicycles) has been amended to address these changes. The changes are generally technical in nature.

SB 89 amends the fine for a seat belt violations from \$10 to \$30. Section 182.1 has been amended to show this increase in fine amount. The bill requires municipal courts to remit \$20 of the fine to the state treasurer and not the full amount of the fine.


Editor's Changes


In addition to the changes described above, a decision was made to delete the crime of Drawing a Weapon Upon Another which was Section 10.2. The decision to remove this section was based on the concern there was no similar state statute and the elements fit the crime of assault and can be charged using section 3.3 of the UPOC. As always, both publications will have a list of all changes made in the back of each book.

All members of the League who purchase STO or UPOC publication may request a red-line copy of the 2017 editions of the STO and/or UPOC by sending an email to Anna DeBusk at adebusk@lkm.org.

Kansas Amusement Ride Act

As stated above, this session has resulted in major changes to the Kansas Amusement Ride Act (Act) and may impact many cities. H. Sub. for SB 86 delays the enforcement of the inspection and permit requirements of H. Sub. for SB 70¹ until the Kansas Department of Labor has published rules and regulations related to the enforcement of the Act. It will be important for all cities to take this time to examine the new law and prepare for the future. Part of the preparation will be reviewing the definition of what is now considered an amusement ride for the purposes of the Act. There have been several devices added to the definition including water slides that are at least 15-feet high and use water to propel the rider, inflatable devices, trampoline courts and go-karts to name a few. If a city has any equipment fitting the definition of an amusement ride it may be necessary to prepare for the added costs associated with the purchase of annual permits as well as inspections.

During the approval process of the rules and regulations that will be developed by the Department of Labor, there will be time for public comment. The League will monitor the progress of the rules and regulations and let our members know when they are available for review and comment. 

 Eric Smith is the Deputy General Counsel for the League of Kansas Municipalities. You can reach him at esmith@lkm.org or (785) 354-9565.

¹ Both bills can be found at http://www.kslegislature.org/li/b2017_18/measures/bills/senate/.

SECTION 4: Effective Date. This Ordinance shall be effective after its passage, approval and publication once in the City's official paper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF
EDGERTON, KANSAS ON THE 27TH DAY OF JULY, 2017.

DONALD ROBERTS, Mayor

ATTEST:

JANEICE RAWLES, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 1060 Amending Chapter XI, Article 1, Section 11-101 Of The Code Of The City Of Edgerton, Kansas, Concerning The Uniform Public Offense Code

Department: Administration

Background/Description of Item: Annually, the League of Kansas Municipalities prepares and publishes the code known as the Uniform Public Offense Code (UPOC) for Kansas Cities. This ordinance will adopt the Uniform Public Offense Code Edition 2017, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are omitted, deleted, modified, or changed Section 11-102 of the existing Code of the City of Edgerton.

Please find enclosed with this agenda item an article prepared by the League of Kansas Municipalities regarding the changes in the UPOC.

Enclosure: Draft Ordinance No. 1060
 August 2017 Article in Kansas Government Journal regarding Changes to 2017 UPOC

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

Recommendation: Approve Ordinance No. 1060 Amending Chapter XI, Article 1, Section 11-101 Of The Code Of The City Of Edgerton, Kansas, Concerning The Uniform Public Offense Code

Funding Source: N/A

Prepared by: Scott Peterson, Assistant City Administrator
Date: August 10, 2017

ORDINANCE NO. 1060

AN ORDINANCE AMENDING CHAPTER XI, ARTICLE 1, SECTION 11-101 OF THE CODE OF THE CITY OF EDGERTON, KANSAS, CONCERNING THE UNIFORM PUBLIC OFFENSE CODE

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

SECTION 1: That Chapter XI, Article 1, Section 11-101 of the Code of the City of Edgerton is hereby amended to read as follows:

11-101.UNIFORM CODE INCORPORATED. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Edgerton, Kansas, that certain code known as the "Uniform Public Offense Code," Edition 2017, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are omitted, deleted, modified, or changed by Section 11-102 of the existing Code of the City of Edgerton. No fewer than one copy of said Uniform Public Offense Code "Official Copy as Adopted by Ordinance No. 1060" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open for inspection and available to the public at all reasonable hours. The Sheriff's Department of Johnson County, Kansas, the municipal judge and all administrative departments of the City charged with enforcement of the Ordinance shall be supplied, at the cost to the city, such number of official copies of such Uniform Public Offense Code similarly marked, as may be deemed expedient.

SECTION 2: Repeal. Former Chapter XI, Article 1, Section 11-101 of the Edgerton Municipal Code is hereby repealed.

SECTION 3: Effective Date. This Ordinance shall be effective after its passage, approval and publication once in the City's official paper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 27TH DAY OF JULY, 2017.

DONALD ROBERTS, Mayor

ATTEST:

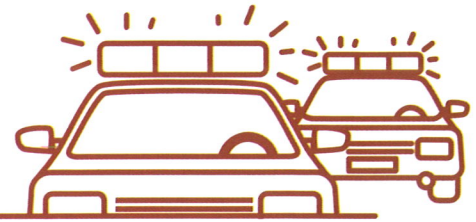
JANEICE RAWLES, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

Legal Forum

By Eric Smith, Deputy General Counsel



2017 Standard Traffic Ordinance and Uniform Public Offense Code Changes

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H. Sub. for SB 40 relates to human trafficking and there are two changes to the UPOC because of this bill. Section 4.5 (Buying Sexual Relations) is amended to address the change in the fine amount for this crime as well as how the fine is to be distributed. The bill also creates the new crime of Unlawful Use of a Communication Facility, which is new section 4.5.1 in the 2017 edition of the UPOC. The definition of a “communication facility” is drafted into the new section for easy reference.

H. Sub. for SB 70 and H. Sub. for SB 86 together make major changes to the Kansas Amusement Ride Act. These bills now make it a crime for an owner or operator to operate an amusement ride without a valid state permit. This new crime of Illegal Operation of an Amusement Ride is a new section (10.27) in the 2017 edition of the UPOC and will be a Class B violation. H. Sub for SB 86 prohibits any criminal liability until on and after January 1, 2018. Section 10.27 has been drafted to reflect this delayed criminal enforcement.

H. Sub. for SB 101 amends the Protection from Abuse Act and the Protection from Stalking Act by establishing the protection from stalking and sexual assault act. Section 3.8.1 (Violation of a Protective Order) has been amended to include a protection from sexual assault order violation.

SB 112 amends the crime of Domestic Battery by expanding to include coverage for harm caused to an individual with which the offender has a dating relationship. Section 3.1.1 (Domestic Battery) is amended to add this factor and define the term “dating relationship.” This bill also resulted in the need to amend section 11.11 (Cruelty to Animals) and the addition to section 1.1 (Definitions) of the term “Animal Shelter.” The amendments are technical in nature and remove any references to an incorporated humane society, which are replaced with animal shelter as defined by K.S.A. 47-1701.

STO

There were only two bills passed by the legislature – HB 2170 and SB 89 – affecting the STO this year.

HB 2170 amends the statute governing required bicycle safety equipment. Section 133 (Lamps and Other Equipment on Bicycles) has been amended to address these changes. The changes are generally technical in nature.

SB 89 amends the fine for a seat belt violations from \$10 to \$30. Section 182.1 has been amended to show this increase in fine amount. The bill requires municipal courts to remit \$20 of the fine to the state treasurer and not the full amount of the fine.


Editor's Changes


In addition to the changes described above, a decision was made to delete the crime of Drawing a Weapon Upon Another which was Section 10.2. The decision to remove this section was based on the concern there was no similar state statute and the elements fit the crime of assault and can be charged using section 3.3 of the UPOC. As always, both publications will have a list of all changes made in the back of each book.

All members of the League who purchase STO or UPOC publication may request a red-line copy of the 2017 editions of the STO and/or UPOC by sending an email to Anna DeBusk at adebusk@lkm.org.

Kansas Amusement Ride Act

As stated above, this session has resulted in major changes to the Kansas Amusement Ride Act (Act) and may impact many cities. H. Sub. for SB 86 delays the enforcement of the inspection and permit requirements of H. Sub. for SB 70¹ until the Kansas Department of Labor has published rules and regulations related to the enforcement of the Act. It will be important for all cities to take this time to examine the new law and prepare for the future. Part of the preparation will be reviewing the definition of what is now considered an amusement ride for the purposes of the Act. There have been several devices added to the definition including water slides that are at least 15-feet high and use water to propel the rider, inflatable devices, trampoline courts and go-karts to name a few. If a city has any equipment fitting the definition of an amusement ride it may be necessary to prepare for the added costs associated with the purchase of annual permits as well as inspections.

During the approval process of the rules and regulations that will be developed by the Department of Labor, there will be time for public comment. The League will monitor the progress of the rules and regulations and let our members know when they are available for review and comment. 

 Eric Smith is the Deputy General Counsel for the League of Kansas Municipalities. You can reach him at esmith@lkm.org or (785) 354-9565.

¹ Both bills can be found at http://www.kslegislature.org/li/b2017_18/measures/bills/senate/.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider the Addition of a 401(a) Match Plan to KPERS 457 Employee Retirement Benefit

Department: Administration

Background/Description of Item: Previously staff present to City Council the concept of adding an Employer Match program to the voluntary KPERS 457 Retirement Plan already in use by the City, particularly in light of the State of Kansas changing the structure of the KPERS Retirement System to add KPERS 3 for employees starting after January 1, 2015. City Council asked staff to bring back a program recommending the details for consideration.

KPERS provides the framework to employers by which they can implement an Employer Match, called a 401(a). The 401(a) is administered identically to the existing 457 plan, including all of the same investment options.

Plan Assumptions

- a) Eligibility- We recommend that eligible participants be those employees who choose to participate in the 457-employee contribution plan. Employees who are not currently enrolled in the 457 plan and wish to participate in the 401(a) plan may elect to enroll in both.
- b) Normal Retirement Age- The KPERS default age of retirement is 62. We recommend that Edgerton use the default age of 62. All employees who are hired by the City that are closer to the retirement age than they would need to be fully vested would become fully vested automatically upon reaching the age of 62, regardless of vestment status.
- c) Vesting Type and Schedule- We recommend that Edgerton adopts a "cliff" style vesting schedule, with all enrolled employees becoming fully vested after three (3) years of service. It is our opinion that more than three years is too long for an employee to see a benefit designed to entice them to stay with Edgerton, and fewer than three years may not realize the full value of the City's investment in the employee. Therefore, we believe that three years represents sort of a "Goldilocks" zone of investment vs. benefit.
- d) Vesting Credit Method- We recommend using the "Elapsed Time Method", where employees are credited with one vesting year for each twelve (12) months of continuous employment, starting with their date of hire.
- e) Employer Contribution Frequency- Employee contributions to the 457 plan are bi-weekly, to match the City's payroll schedule. We recommend that the employer contribution frequency be adopted as bi-weekly as well.
- f) Employer Contribution Structure- We recommend that the City of Edgerton elects to match an employee's contribution to the 457-plan dollar-for-dollar up to a maximum of 5% of their total compensation, as defined by KSA 74-4902. Employees may choose to contribute more than 5% of their compensation to the 457 plan, but the City's match will stop at 5%.

Compensation Paid After Severance from Employment-Compensation in this plan will include regular compensation, overtime, shift differential earned for service provided prior to separation. Payments for vacation, sick and other leave upon separation are not eligible income for purposes of calculating the City's match.

Financing- Staff calculated the cost for the 401(a) program with the assumption that all employees would contribute to the 457 and 401(a) plans up to the maximum employer contribution of 5%. Under that assumption, Estimated Total Employer Contribution for 2017 would be \$17,781 for remainder of the budget year. Estimated Total Employer Contribution for 2018 would be \$58,434. Should the plan be adopted by the City Council as proposed, ample funds exist in both the 2017 and 2018 budgets for these costs.

Enclosure: Resolution No. 08-10-17A, which includes the plan adoption agreement.

Recommendation: Approve the adoption of a 401(a) Match Plan to KPERS 457 Employee Retirement Benefit

Funding Source: Based on each Employee's Funding Source

Prepared by: Scott Peterson, Assistant City Administrator
Date: August 10, 2017

**THE STATE OF KANSAS PUBLIC EMPLOYEES
RETIREMENT SYSTEM SUPPLEMENTAL DEFINED
CONTRIBUTION PLAN**

**RESOLUTION AND
ADOPTION AGREEMENT**

City of Edgerton, KS

[Participating Employer]

**Administered by:
Kansas Public Employees Retirement System
611 South Kansas Avenue
Suite 100
Topeka, KS 66603
Telephone: 785-296-6166**

RESOLUTION NO. 08-10-17A

WHEREAS, the City of Edgerton, Kansas, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a primary or a supplemental defined contribution plan in accordance with Section 401(a) of the Internal Revenue Code ("Code");

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering its employees the State of Kansas ("State") Public Employees Deferred Compensation Plan as authorized by K.S.A. 74-49b01, *et seq.*, of the Kansas Statutes Annotated;

WHEREAS, the State's Public Employees Deferred Compensation Plan is intended to be an eligible deferred compensation plan in accordance with Code section 457(b) (the "457 Plan");

WHEREAS, the 457 Plan is administered by Kansas Public Employees Retirement System ("KPERS") Board of Trustees;

WHEREAS, on July 1, 2016, the State authorized KPERS to establish a qualified defined contribution plan under Code section 401(a) for local governmental units of the State to make defined contributions on behalf of their employees;

WHEREAS, accordingly, KPERS has established the KPERS' Supplemental Defined Contribution Plan (the "Plan") in which the local governmental units of the State may participate;

WHEREAS, the Plan is intended to be a qualified, governmental defined contribution plan in accordance with Code sections 401(a) and 414(d);

WHEREAS, the Plan is administered by KPERS;

WHEREAS, the Plan is only available to participating employers who also are participating in the State's 457 Plan;

WHEREAS, the Participating Employer has reviewed the Plan;

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs of offering a retirement plan to its employees, afford attractive investment opportunities to its employees, and encourage additional retirement savings by its employees;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement for the Plan; and

WHEREAS, the City of Edgerton ("Participating Employer") is authorized by law to adopt this Resolution approving the Adoption Agreement on behalf of the Participating Employer;

Therefore, the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and Trust Agreement for its Employees.

Section 2. The Participating Employer acknowledges that KPERS, including KPERS' Board of Trustees ("KPERS' Board"), are only responsible for this Plan, the 457 Plan established under K.S.A. 74-49b01, *et seq.* and the defined benefit retirement systems created under K.S.A. 74-4903. However, neither KPERS nor the KPERS Board shall have any responsibility for other employee benefit plans separately maintained and/or established by the Participating Employer. Further, the Participating Employer acknowledges and agrees that it assumes full responsibility for the operation and administration of its obligations under the Plan, in accordance with Section 4(c) of this Resolution, its status as a joint trustee of the Plan and the trust, including, but not limited to, as a party to the Trust Agreement with Wells Fargo Bank, National Association ("Trust Agreement") and any legal obligations thereunder. The participating employer also acknowledges and agrees that neither the State nor KPERS shall incur any liability by reason of this Resolution or the Adoption Agreement which is attached hereto and made a part of this Resolution ("Adoption Agreement");

Section 3. The Participating Employer hereby agrees to and adopts the terms of the Plan and the Adoption Agreement. The Plan and Adoption Agreement set forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or applicable federal law including, but not limited to, Code section 401(a), or other applicable law and is approved by KPERS and the Plan's Administrative Service Provider.

Section 4.

- (a) The Participating Employer shall abide by the terms of the Plan and the Trust Agreement, including amendments to the Plan and the Trust Agreement, all investment, administrative, and other service agreements of the Plan and the Trust Agreement, and all applicable provisions of the Internal Revenue Code and other applicable law.
- (b) The Participating Employer accepts the administrative services to be provided by KPERS and any services provided by the Plan's Administrative Service Provider in accordance with the Trust Agreement. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Members' accounts.
- (c) The Participating Employer shall be a joint trustee with KPERS under the Trust Agreement.

- (d) The Participating Employer shall indemnify and hold harmless KPERS from and against any claims and/or damages arising from, or related to any actions taken by or information reported by the Participating Employer to either KPERS or the Administrative Services Provider, including, but not limited to, actions or information regarding the employment status and/or termination of an Employee.
- (e) The Participating Employer shall allow KPERS and/or the Administrative Services Provider reasonable access to Employees to assist with enrollment and/or retirement planning counseling.

Section 5.

- (a) The Participating Employer may terminate its participation in the Plan, if it takes the following actions:
 - (i) A resolution must be adopted terminating its participation in the Plan.
 - (ii) The resolution must specify when the participation will end.

KPERS shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Members will be made in accordance with the Plan.

- (b) The Participating Employer acknowledges that the Board may involuntarily terminate the Plan.
- (c) The Participating Employer acknowledges and agrees that it shall be responsible to fund any accrued liabilities under the Plan in the event of either: i) its voluntary termination of participation in the Plan, or ii) the involuntary termination of the Plan by KPERS.

Section 6. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Members and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Members and their Beneficiaries and for defraying reasonable expenses of the Plan. All contributions made pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred pursuant to the Trust Agreement to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 7. This Resolution and the Adoption Agreement shall be submitted to KPERS for its approval. KPERS shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. KPERS may refuse to approve an Adoption Agreement by an Employer that does not have state statutory authority to participate in the Plan. The Participating Employer hereby acknowledges that it is responsible to assure that this Resolution and the Adoption Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Participating Employer on August 10, 2017, in accordance with applicable law.

By: _____
Signature

Donald Roberts, Mayor

Attest: _____

Date: _____

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Kansas Public Employees Retirement System ("KPERs")
611 South Kansas Avenue
Suite 100
Topeka, KS 66603
Telephone: 785-296-6166

PARTICIPATING EMPLOYER

Name: City of Edgerton, KS
Taxpayer Identification Number ("TIN"): 48-0734242
Address: P.O. Box 255, 404 E. Nelson St., Edgerton KS 66021
Phone: (913)893-6231
Facsimile: (913)893-6232
E-mail: kkindle@edgertonks.org
Person Authorized to receive Official Notices from the Plan or KPERs Karen Kindle
Title: Finance Director
Address: P.O. Box 255, 404 E. Nelson St., Edgerton, KS 66021
Phone: (913)893-6231
E-mail: kkindle@edgertonks.org

The Participating Employer is required to update this contact information with KPERs and the Administrative Services Provider if there are any changes related to either the Authorized Representative or his/her contact information.

TYPE OF ADOPTION

This Adoption Agreement is for the purpose of the Participating Employer to participate in the KPERs' Supplemental Defined Contribution Plan (the "Plan") as follows (**check one**):

☒ **Initial Adoption**

This is a new adoption by the Participating Employer for its Employees and the effective date shall be the first day of _____, 20____. The Participating Employer's adoption of this Plan does not replace or restate an existing qualified defined contribution plan.

☐ **Restatement of Pre-existing Plan**

This is an amendment and restatement of another defined contribution plan of the Participating Employer the effective date of which shall be _____. This agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, which became effective on _____. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the pre-existing plan meet all applicable state and federal requirements.

☐ **Amended Adoption**

This is an amendment of an existing Adoption Agreement (reference number _____, if applicable) and the Effective Date shall be the first day of _____, 20____. **Note:** Any amended Adoption Agreement shall not be effective unless it has been accepted and approved by KPERS.

☐ This is an amendment to change one or more of the Participating Employer's contribution design elections an Adoption Agreement between the Participating Employer and KPERS.

☐ This is to separate Employees from an existing division participating in the Plan into a new division, and the effective date shall be the first day of _____, 20____.

☐ This is to merge the following divisions currently participating in the Plan into the following division or group: _____.

☐ **Participating Employer Disclosures**

☒ This is a new defined contribution plan adopted by the Participating Employer for its Employees. This plan does not replace or restate an existing defined contribution plan.

☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer the effective date of which shall be _____. This agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, which became effective on _____. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the pre-existing plan meet all applicable state and federal requirements.

- ☐ This is an amendment of the Adoption Agreement to this Plan previously adopted by the Participating Employer (**please specify type below**):
- ☐ This is an amendment to change one or more of the contribution design elections in the Adoption Agreement.
- ☐ This is an amendment to add a new department or a new class of Eligible Employees.
- ☐ This is an amendment to discontinue participation in the Plan by one or more departments or classes of Employees.
- ☐ Other (**please specify**): _____
- _____
- _____

DISCLOSURE OF OTHER QUALIFIED DEFINED CONTRIBUTION PLAN(S)

The Participating Employer ☐ does or ☒ does not have an existing, qualified defined contribution plan. If the Participating Employer does have one or more defined contribution plans, the Participating Employer must provide the plan name and the name of the plan provider below, and all such other relevant information requested by KPERS and/or the Administrative Service Provider.

Plan Name(s) _____

Plan Provider(s) _____

This is ☐ or is not ☒ the only retirement plan for the Employees of the Participating Employer. **Note:** If so, is this Plan intended to be a qualified Social Security Replacement Plan for the Participating Employer? ☐ Yes or ☐ No

VERY IMPORTANT: All eligible plans of a Participating Employer must be aggregated for purposes of compliance with certain requirements under the Internal Revenue Code ("Code"). **Thus, if a Participating Employer has more than one defined contribution plan, the Participating Employer is responsible for ensuring that all of its aggregated plans comply with applicable Code requirements.**

PLAN YEAR

For purposes of this Plan, Plan Year is the twelve month period ending on December 31.

PAYROLL PERIOD

The payroll period of the Participating Employer is:

<input type="checkbox"/>	Weekly	<input type="checkbox"/>	Semi-Monthly
<input checked="" type="checkbox"/>	Bi-Weekly	<input type="checkbox"/>	Monthly
<input type="checkbox"/>	Other (must specify): _____		

Contributions for an Eligible Employee with respect to a payroll period in a calendar month shall only be made if the Eligible Employee has entered into a Deferral Agreement for the State of Kansas Public Employees Deferred Compensation Plan before the beginning of such month where such deferrals are required as a condition for a matching contribution.

EMPLOYEE PARTICIPATION

☐ **Employee Participation**

The Employer shall provide KPERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as well as any other information requested by KPERS for purposes of this Plan.

☐ **Eligible Employees**

The following Employees of the Participating Employer shall participate in the KPERS Supplemental Defined Contribution Plan:

- ☐ All Employees
- ☒ Only Employees who are Participants in the State of Kansas Public Employees Deferred Compensation Plan ("457 Plan")
- ☐ Other (**please specify by division or group**): _____

NORMAL RETIREMENT AGE

Normal Retirement Age (presumed to be age 62 unless otherwise specified) 62

If an Employee is still employed with the Participating Employer at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

VESTING

Vesting (Check one):

- ☐ Immediate
- ☒ Cliff Vesting (fully vested after below number years of service)
☐ 1 year ☐ 2 years ☒ 3 years ☐ 4 years ☐ 5 years

- ☐ Grade Vesting
- _____ % after 1 year of service
_____ % after 2 years of service
_____ % after 3 years of service (min 25%)
_____ % after 4 years of service (min 50%)
_____ % after 5 years of service (min 75%)
_____ % after 6 years of service (min 100%)

- ☐ Other graded vesting schedule (**please specify**): _____

Vesting will be credited using (check one):

- ☒ Elapsed time method – Members will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- ☐ Hours reported method – Members will be credited with one vesting year for each calendar year in which _____ hours are worked
- ☐ Other (**please specify**): _____

In the event of disability or death, a Member's (or his/her Beneficiary's) entire account in the Plan shall be 100% vested, to the extent that the balance of such account has not previously been vested or forfeited.

- ☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer that is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, and therefore, prior service with the pre-existing plan will apply for vesting purposes.

CONTRIBUTIONS

Employer Contributions

a. Calculation and Contribution Frequency

☐ Weekly ☒ Bi-Weekly ☐ Monthly

b. Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

☐ Percentage: Employer contributions will be _____% of the Employee's Compensation

☐ Dollar: Employer contributions will be \$___ per payroll period/per month/per year.

☒ Matching: The Employer contributions will match the Employee's pre-tax and Roth contributions to the 457 Plan (up to the amount of \$_____ per payroll period/per month/per year or 5% of Compensation)

☐ Flat: The Employer will contribute the amount of \$_____ per payroll period/per month/per year or _____% of Compensation on behalf of the Employee (if the Employee contributes at least \$_____ to the KPERS 457 plan in a calendar year)

Employee Contributions

Employees of the Participating Employer ☐ shall ☒ shall not contribute to the Plan

If Employees of the Participating Employer are required to contribute to the Plan, the mandatory employee contribution shall be _____% of compensation. **Note:** Additional forms and/or information may be required by KPERS. If Employees shall be required to make contributions to the Plan, such contributions shall be picked-up in accordance with K.S.A. 74-4919(2).

If there will be Employee Contributions in the Plan, Employees are fully vested in their individual contributions.

ROLLOVER

Rollovers from qualified plans to this Plan ☐ are ☒ are not permitted.

COMPENSATION

Compensation for purposes of the Plan shall be as defined by K.S.A. 74-4902(9).

Compensation Paid After Severance From Employment – Certain post-severance payments may be included in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Member's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Member while the Member continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- ☐ No post-severance payments will be included in Compensation for purposes of computing deferrals under the Plan (if this box is checked, skip to "Modification of the Terms of the Adoption Agreement" below).
- ☒ For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Member's severance from employment; and 2) absent a severance from employment, they would have been paid to the Member while the Member continued in employment with the Participating Employer (check all that apply):
 - ☒ regular compensation paid after severance from employment for services rendered prior to severance during the Member's regular working hours
 - ☒ compensation paid after severance from employment for services rendered prior to severance outside the Member's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
 - ☐ post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Member would have been able to use the leave if employment had continued
 - ☐ Other: _____

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Participating Employer by official action must adopt a new Adoption Agreement and forward it to KPERS for approval. The new Adoption Agreement is not effective until approved by KPERS and other procedures required by the Plan have been implemented.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement may be terminated only in accordance with the Plan.

KPERS IS THE PLAN ADMINISTRATOR

The Participating Employer hereby agrees to the provisions of the KPERS Supplemental Defined Contribution Plan Adoption Agreement and appoints KPERS as the Plan Administrator pursuant to the terms and conditions of the KPERS Supplemental Defined Contribution Plan.

ENFORCEMENT

The Participating Employer acknowledges that contributions must be submitted to KPERS in accordance with the Plan and K.S.A. 74-4920(16). The Participating Employer acknowledges that any late or missed contributions will be required to be made up, including applicable interest. In accordance with the Internal Revenue Code, should the Participating Employer fail to make its required contribution(s) when due, KPERS shall implement applicable interest charges in accordance with K.S.A. 16-204(a), and may result in KPERS deducting such amounts from any other moneys payable to such Participating Employer by any department or agency in the State of Kansas.

EXECUTION BY PARTICIPATING EMPLOYER

The foregoing Adoption Agreement is hereby adopted and approved on the 10th day of August, 2017, by the City of Edgerton, KS.

Signed:_____

Printed Name: Donald Roberts

Title: Mayor

Date of Signature:_____

KPERS' APPROVAL

The Adoption Agreement is approved by KPERS. Contributions shall first be remitted under this Adoption Agreement as follows:

- ☐ Within 15 business days after the Payroll Period ending _____, _____.
- ☐ Other (must specify) _____.
- ☐ In the case of an amendment to an existing Adoption Agreement, contributions shall continue on the existing schedule unless new employee classes are added, in which case contributions for such new employee classes shall first be remitted on _____.

Dated: _____

By: _____

Title: _____
on behalf of KPERS