

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
December 14, 2017
7:00 P.M.**

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 November 9, 2017
6. Approve Animal Permit for H.M. and B.K. Damet for 202 West 8th Street
7. Approve Animal Permit for Glyn Powers at 1606 West 8th Street
8. Approve Animal Permit for Sergio Galaz at 1300 West Braun Street
9. Approve Animal Permit for Michael Mabrey at 1200 West Braun
10. Approve Animal Permit for Jarold and Sharon Owens at 410 West Braun
11. Approve Animal Permit for Darius Crist at 510 West Braun Street
12. Approve Animal Permit for Marvin Vail at 1405 West 8th Street
13. Approve Renewal of a Cereal Malt Beverage License Application for 2017
14. Approve Resolution No. 12-14-17A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas
15. Approve Resolution No. 12-14-17B Establishing Fees And Rates For Permits, Licenses And Services Within The City Of Edgerton, Kansas
16. Approve Amendment No. 2 to the Loan Agreement with KDHE for Project No. 2903
17. Approve Final Acceptance of the Automated Meter Reading Project
18. Approve an Amendment to provide a continuation and modification to the Community Lakes Assistance Program Memorandum of Understanding between the City of Edgerton and The Kansas Department of Wildlife, Parks and Tourism
19. Approve Ordinance No. 1068 Establishing The Big Bull Creek Wastewater Treatment Plant Major Maintenance Reserve Fund In The City Of Edgerton Pursuant To The Contract For Services For Construction Of Wastewater Improvements And Transportation And Treatment Of Wastewater In An Area Between The City Of Edgerton, Kansas And Gardner, Kansas

Regular Agenda

20. **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.
21. **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.

22. Presentation by Project Graduation

23. Presentation by Kwikom

Business Requiring Action

**24. CONSIDER WATER AND SEWER UTILITY RATE STUDY REPORT AS PREPARED BY
RAFTELIS FINANCIAL CONSULTANTS**

Motion: _____ Second: _____ Vote: _____

**25. CONSIDER A FACILITY USE AND MAINTENANCE AGREEMENT WITH JOHNSON
COUNTY LIBRARY FOR EDGERTON LIBRARY**

Motion: _____ Second: _____ Vote: _____

**26. CONSIDER AN AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S
DEPARTMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR
FISCAL YEAR 2018 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT**

Motion: _____ Second: _____ Vote: _____

**27. CONSIDER A FACILITY USE AND MAINTENANCE AGREEMENT WITH EDGERTON
HISTORIC SOCIETY FOR EDGERTON COMMUNITY MUSEUM**

Motion: _____ Second: _____ Vote: _____

**28. CONSIDER APPROVAL OF CONTRACT WITH WEATHER OR NOT®, INC. TO
PROVIDE WEATHER FORECASTING SERVICES**

Motion: _____ Second: _____ Vote: _____

**29. CONSIDER AN AGREEMENT WITH RON WILLIAMSON TO PROVIDE PLANNING
CONSULTANT SERVICES**

Motion: _____ Second: _____ Vote: _____

**30. PUBLIC HEARING REGARDING RESOLUTION NO. 12-14-17C CONSENTING TO
THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON
LAND HOLDING COMPANY, LLC TO COLDPOINT LOGISTICS REAL ESTATE, LLC,
OR ITS SUCCESSORS IN INTEREST**

**31. CONSIDER RESOLUTION NO. 12-14-17C CONSENTING TO THE PARTIAL
ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING
COMPANY, LLC TO COLDPOINT LOGISTICS REAL ESTATE, LLC, OR ITS
SUCCESSORS IN INTEREST**

Motion: _____ Second: _____ Vote: _____

32. CONSIDER ORDINANCE NO. 1069 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S INDUSTRIAL REVENUE BONDS (COLBY SERIES 17, LLC PROJECT) FOR THE PURPOSE OF FINANCING A RETAIL BUILDING.

Motion: _____ Second: _____ Vote: _____

33. Report by the City Administrator

- Report of Recovery for August 22, 2017 Flood

34. Report by the Mayor

35. Future Meeting/Event Reminders:

- December 25th City Offices Closed
- December 28th 7:00 PM – City Council Meeting
- January 1st City Offices Closed
- January 9th 7:00 PM – Planning Commission Meeting
- January 11th 7:00 PM – City Council Meeting
- January 17th Noon – Senior Lunch
- January 25th 7:00 PM – City Council Meeting

36. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (B) (2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY, INTERMODAL BOND COUNSEL AND CITY ADMINISTRATOR

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

37. Adjourn Motion: _____ Second: _____ Vote: _____

**City of Edgerton, Kansas
Minutes of City Council Regular Session
November 9th, 2017**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on November 9th, 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	present

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
	Parks Bob McVey

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Agenda Approval was considered.
5. Minutes from October 26, 2017 City Council Meeting were considered.
6. Acceptance of Easements from Larry and Donna Pearce for Dollar General was considered.
7. Approval of Year-End Longevity Bonus for Employees was considered.
8. Approval of Funding Recommendations for 2018 Human Service Fund was considered.

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

Motion was approved 5-0.

9. PUBLIC COMMENTS

Jason Allen, 306 E. 2nd St. Edgerton was present to discuss a water meter that was installed into an old meter pit on his property. He stated that there is no service to his house from this meter. Mr Allen stated that he was told that 1) Leave the meter as is and pay \$25.00 per month or 2) it can be totally removed. Mr. Allen chose number two, to have the meter totally removed. He was told

that if the meter was removed and he decided later that he wanted that meter there would be a charge. There was discussion about the inactive and terminated meters.

Cliff Cole, 19911 Peppertree Lane, was present to discuss the runoff water that crosses his property. Mr. Cole stated the flood plain runs through his property and in August he was flooded with approximately eight feet of water. Mr. Cole stated that he has talked with David Hamby, City Engineer, about a water detention pond. Mr. Cole also stated that three of his neighbors were affected by the flood waters.

10. DECLARATION

None

BUSINESS REQUIRING ACTION

LITTLE JOE'S ASPHALT FINAL PAYMENT

11. FINAL ACCEPTANCE OF THE 2017 STREET PROGRAM (OVERLAY) AUTHORIZE FINAL PAYMENT TO LITTLE JOE'S ASPHALT WAS CONSIDERED.

The 2017 Annual Street Maintenance Program was developed to provide City Council flexibility in awarding the project based on the bids received. On May 25th, 2017, Council granted to bid the 2017 Street Maintenance Program (Overlay). The public bid opening for the 2017 street program was held on Monday July 17, 2017 and six bids were received. On July 27th, City Council approved the overlay program including bid alternate #1 with Little Joe's Asphalt, Inc.

Motion by Longanecker, seconded by Crooks, to approve the final payment to Little Joe's Asphalt for the 2017 street program (overlay).

Motion was approved, 5-0.

CARS PROJECT-FINAL PAYMENT TO MILES EXCAVATING

12. FINAL ACCEPTANCE OF EAST NELSON STREET QUIET ZONE (CARS) PROJECT AND AUTHORIZE FINAL PAYMENT TO MILES EXCAVATING INC.

Public Works Superintendent Trey Whitaker was present to discuss the final payment to Miles Excavating Incorporated. On May 11th, 2016, City Council approved Resolution No. 05-12-16C supporting the East Nelson Street Quiet Zone Project as part of the County Assistance Road System (CARS) program for 2017-2021 for construction in 2017. On August 17, 2017 the City of Edgerton held a public bid opening. A total of five bids were received, opened and read aloud to the public. Miles Excavation, Incorporated of Basehor, Kansas submitted the low bid and based upon review of the bids and prior experience with Miles, staff recommendation was Miles Excavation, Inc. Notice to proceed was issued on September 21st, 2017 with substantial completion on October 13th, 2017 and final completion of the work was October 27th, 2017.

Motion by Brown, seconded by Longanecker, to authorize final payment to Miles Excavation Inc.

Motion was approved, 5-0.

8TH STREET SIDEWALK FINAL PAYMENT TO PHILLIPS CONSTRUCTION**13. FINAL ACCEPTANCE OF THE WEST 8TH STREET SIDEWALK IMPROVEMENTS AND AUTHORIZE FINAL PAYMENT TO PHILLIPS CONSTRUCTION KS, LLC WAS CONSIDERED.**

Public Works Superintendent Trey Whitaker presented information on the final acceptance of the West 8th Street Sidewalk Improvements. In January, 2016, staff issued a Request for Qualifications (RFQ) from design engineers to design new sidewalk improvements on West 8th Street, from Heather Knoll Drive to Nelson Street. The design contract was awarded to Larkin Lamp Rynearson. On April 20, 2017, the public bid opening was held with nine bids. The City Council awarded the project to Phillips construction KC, LLC on April 27, 2017. The final completion of the work was October 20th, 2017. Mayor Roberts stated that toward the end of the project there was a lot of citizen input.

Motion by Crooks, seconded by Crist, to accept and authorize the final payment to Phillips construction.

Motion was approved, 5-0.

SOLID WASTE COLLECTION –GARDNER DISPOSAL**14. RENEWAL OF RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES FOR ONE CALENDAR YEAR TO GARDNER DISPOSAL AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WAS CONSIDERED.**

On January 1, 2015, the City of Edgerton contracted with Gardner Disposal to provide residential solid waste collection and disposal services. The contract ends on December 31, 2017. Inconsideration of the renewal of this contract there are no proposed changes to the renewal agreement from the current contract. If City Council chooses to approve the renewal agreement, services would continue uninterrupted for businesses and residents as it has with the current agreement. The proposed renewal would be in effect for one calendar year ending December 31, 2018.

Motion by Brown, seconded by Longanecker, to approve the contract with Gardner Disposal.

Motion was approved, 5-0.

ORDINANCE NO. 1067**15. ORDINANCE NO. 1067 AMENDING CHAPTER III, ARTICLES 2,3,4, AND 7 OF THE EDGERTON MUNICIPAL CODE TO CORRECTLY REFLECT THE STATE REQUIREMENT OF A BIENNIAL OCCUPATIONAL TAX FOR THE SALE OF LIQUOR BY RETAIL ESTABLISHMENTS, DRINKING ESTABLISHMENTS, AND PRIVATE CLUBS WAS CONSIDERED.**

In an effort to match the State of Kansas requirements for liquor licensing, Staff is proposing an amendment to Chapter III of the City of Edgerton Code. The amendment would require a Biennial Occupational Tax of \$500.00 on any person holding a license issued by the state director of alcoholic beverage for any retail establishments, drinking establishments and private clubs. If the Biennial Occupational Tax of \$500.00 on any person holding a license issued by the state director of

alcoholic beverage for any retail sale, on-premise consumption, or other sale of liquor or alcoholic beverages in the City of Edgerton will be added to the Annual Fee Resolution anticipated to be considered at the December 14, 2017 City Council meeting.

Motion by Crooks, seconded by Crist, to approve Ordinance No. 1067 with the changes by the City Attorney.

Motion was approved, 5-0.

CHARTER ORDINANCE NO. 24

16. CHARTER ORDINANCE NO. 24 AMENDING SECTION 3 OF CHARTER ORDINANCE NO. 23 OF THE CITY OF EDGERTON, KANSAS TO ACCURATELY REFLECT THE EXPIRATION OF CITY COUNCILMEMBER TERMS WAS CONSIDERED.

Charter Ordinance 24, amends section three of Charter Ordinance No. 23, of the City of Edgerton, Kansas, to accurately reflect the expiration of City Councilmember terms.

Motion by Crooks, seconded by Longanecker, to approve Charter Ordinance 24 to provide end dates for City Council members.

Motion was approved, 6-0, including the Mayor.

AGREEMENT WITH JO.CO. WATER DISTRICT #7

17. DATA SHARING AGREEMENT WITH JOHNSON COUNTY WATER DISTRICT #7 FOR THE PURPOSES OF GATHERING WATER USAGE OF WATER DISTRICT CUSTOMERS IN EDGERTON TO CALCULATE SEWER FEES WAS CONSIDERED.

Scott Peterson, Assistant City Administrator, was present to explain a Data Sharing Agreement with Johnson County Water District #7 for the purposes of gathering water usage of water district customers in Edgerton to calculate sewer fees. This proposed Data Sharing Agreement will allow city staff to obtain the water usage of those customers in real time by monitoring the water meters directly. The purpose of obtaining this water usage is to calculate sewer fees.

Motion by Longanecker, seconded by Crooks, to approve the Data Sharing Agreement with Johnson County Water District #7.

Motion was approved, 5-0.

18. REPORT BY THE CITY ADMINISTRATOR

1) Notice of the Cancellation of the November 23rd City Council meeting.

Motion by Crooks, seconded by Crist, to cancel the November 23rd City Council Meeting.

Motion was approved, 5-0

2) There are only four items out of the forty items that were damaged in the flood left to be paid. Thanks to Kevin O'Brien the insurance broker for the City of Edgerton for being very helpful.

Motion by Conus, seconded by Longanecker, to ratify the flood purchases since the last meeting. There were thirteen items to ratify at this time.

Motion was approved, 5-0.

3) Quarterly report for 3rd quarter that ended the last day of September was presented. The general fund, water fund, and sewer fund were discussed in detail.

Also discussed was the Belt Press at the Edgerton Wastewater Sewer Treatment Plant that was not covered by insurance from the recent flood. Three options were offered for the disposal of the belt press: Scrap it, Check if the manufacturer will take it back, explore the option to auction or sealed bids. After some discussion the city council chose option three, to explore the auction or sealed bid.

A handout from the final Downtown Edgerton Public Open House was distributed.

19. REPORT BY THE MAYOR

Thank you to all that voted!

All Council members have received an invitation to the Council of Mayors Christmas Party, please RSVP to Beth Linn, City Administrator.

20. FUTURE MEETING/ EVENT REMINDERS:

- November 13th 8:00 am UPS ribbon cutting, tours
- November 14th 7:00 pm Planning Commission
- November 15th Noon – Senior Lunch
- November 23rd and 24th City Offices Closed for Thanksgiving
- November 24th City Council Meeting Canceled

EXECUTIVE SESSION

21. RECESS INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (6) FOR PRELIMINARY DISCUSSION RELATED TO ACQUISITION OF REAL PROPERTY TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR WAS CONSIDERED.

Motion by Crooks, seconded by Longanecker, to recess into executive session for ten minutes.

Motion was approved, 5-0.

Meeting recessed at 8:17 pm.

Motion by Crooks, seconded by Longanecker, to reconvene into regular meeting with no action taken.

Motion was approved, 5-0.

Meeting reconvened at 8:27 pm.

22. ADJOURN MOTION: 1st Crooks 2nd Conus Vote 5-0

The meeting adjourned at 8:28 pm.

Janeice L. Rawles
City Clerk

Approved by the Governing Body on

CITY OF EDGERTON, KANSAS

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

APPLICATION FOR ANIMAL PERMIT

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

H.M. Damef the owner, keeper, lessee, occupant or person in
charge of the following described property in the City of Edgerton, Kansas containing
3 1/2 acres. Total 1/2 in county

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

Southwest corner 56 Hwy + Edgerton Rd.
202 W. 8th

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

Number of Animals: 3 Description of animal (one per acre): horses/cattle
Number of Fowls: 12 Description of fowls (five per acre): Ducks/chickens

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

H.M. Damef
Signature of applicant

5 Nov 2017
Date

202 W. 8th
Address of applicant

913 915-5552
Phone number

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

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

CITY OF EDGERTON, KANSAS

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

APPLICATION FOR ANIMAL PERMIT

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

Glyn R Powers the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 3 acres.

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

Property Owner:

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

25875



Kansas Uniform Parcel Number:

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

Property Address:

001606 W 8TH ST EDGERTON KS

Legal Description:

12-15-21 BG SE CR SE 1/4 W 871.20' N 169.13'
E 871.20' S 169.13' TO POB 3.39 ACS M/I
EDC 129

Quick Reference Number:

R2180

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

Number of Animals: 3

Description of animal (one per acre): GOATS

Number of Fowls: 15

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

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

Glyn R Powers
Signature of applicant

11-21-17
Date

1606 W 8th St.
Address of applicant

913-238-9539
Phone number

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

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

CITY OF EDGERTON, KANSAS

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

APPLICATION FOR ANIMAL PERMIT

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

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

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

1300 W. BRAUN ST. (9 ACRES)	
OWNER: SERGIO GALAZ	
PROPERTY:	
ALBERT CHAPMAN	913-485-4698
37305 W 207 ST	
EDGERTON, KS 66021	
"CATTLE OWNER"	

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

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

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

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

[Signature]
Signature of applicant

11/17/2017
Date

11566 S. BURCH CIR
Address of applicant
OLATHE, KS 66061

913-219-7741
Phone number

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

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

CITY OF EDGERTON, KANSAS

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

APPLICATION FOR ANIMAL PERMIT

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

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

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

12-15-21 BG 1125.19' E SW CR SE 1/4 E 198.69' N
986.43 W 198.76' S (A661) 786.38' to POB 4.5 Acs
M/L EDC 129 1B

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

Number of Animals: 4 Description of animal (one per acre): Cow, horse, or goat -

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

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

[Signature]
Signature of applicant

11-6-17
Date

1200 W Brown
Address of applicant

913-207-3571
Phone number

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

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

CITY OF EDGERTON, KANSAS

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

APPLICATION FOR ANIMAL PERMIT

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

JAVOLD D. + Sharon S. Deems the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 11 acres.

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

Legal Description

7-15-22 BG 932.5' E & 233.3' NSW CR SW1/4 N 357.5' X E 330.74' EX MINERAL RIGHTS 4.24 ACS M/L EDC 339.5

KUPN 0462030703010059000

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

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

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

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

[Signature]
Signature of applicant

11-6-17
Date

410 W BRAUN
Address of applicant

913 893 9762
Phone number

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

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

CITY OF EDGERTON, KANSAS

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

APPLICATION FOR ANIMAL PERMIT

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

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

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

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

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

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

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

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

Darius Crist
Signature of applicant

Nov 5 2017
Date

510 W. Braun St. Edgerton Ks
Address of applicant

913-963-6346
Phone number

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

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL



CITY OF EDGERTON, KANSAS

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

APPLICATION FOR ANIMAL PERMIT

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

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

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

1405 W. 8th Street
Edgerton, KS 66021

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

Number of Animals: 0 Description of animal (one per acre): 0

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

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

[Signature]
Signature of applicant

11/7/17
Date

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

913.893.6461
Phone number

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

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Renewal of a Cereal Malt Beverage License application for 2018

Department: Administration

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

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

License	Name	Address
#1	Jay Kay Inc.	101 East Morgan

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

Recommendation: Approve Renewal of a Cereal Malt Beverage License for Jay Kay Inc. at 101 East Morgan for 2018

Funding Source: N/A

Prepared by: Janeice Rawles

Date: December 1, 2017

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Approval of a Resolution No. 12-14-17A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas

Department: Administration

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

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

Enclosure: Resolution 12-14-17A

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

Recommendation: Approve a Resolution No. 12-14-17A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas

Funding Source: N/A

Prepared by: Janeice L. Rawles City Clerk
Date: December 1, 2017

RESOLUTION NO. 12-14-17A

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

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

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

Section 1. Declaration of Boundary. The Governing Body of the City hereby finds and determines that the boundaries of the City of Edgerton, Johnson County, Kansas as of December 31, 2017 are as described and depicted in the attached "Exhibit A" entitled "Boundary Description of the City of Edgerton, Johnson County, Kansas."

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

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF
EDGERTON, KANSAS ON THE 14th DAY OF DECEMBER 2017.

ATTEST:

CITY OF EDGERTON, KANSAS

Janeice Rawles, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Lee Hendricks, City Attorney

DESCRIPTION OF THE CORPORATE LIMITS
OF THE CITY OF EDGERTON, KANSAS

Commencing at the Northeast corner of Section 12, Township 15 South, Range 21 East, Johnson County, Kansas: thence West along the North line of said Section 12, a distance of 261.4 feet, to the point of beginning; thence South $0^{\circ}44'53''$ East a distance of 507.4 feet; thence North $89^{\circ}57'07''$ West a distance of 65.74 feet; thence North $0^{\circ}44'53''$ West a distance of 318.04 feet; thence North $89^{\circ}57'07''$ East a distance of 56.94 feet; thence North $0^{\circ}44'53''$ West a distance of 44 feet more or less to the southeast corner of the KCPL substation tract; thence West along the south line of the KCPL substation tract a distance of 100 feet to the southwest corner of said KCPL tract; thence North along the West line of said KCPL tract a distance of 100 feet to the South right-of-way line of U.S. Highway 56; thence west along the South right-of-way of U.S. Highway 56 a distance of 264 feet more or less; thence South $16^{\circ}02'00''$ East a distance of 767.51 feet; thence South $01^{\circ}16'00''$ East a distance of 193.84 feet; thence S. $69^{\circ}03'E.$ 220.49 feet; thence S. $88^{\circ}38'E.$ to a point on the West right-of-way line of West 6th Street; thence along the West right-of-way line of West 6th Street North 200.50 feet; thence S. $88^{\circ}38'E.$ to the East line of said Section 12; thence South along said East line to a point which is 208.71 feet North of the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 12; thence West parallel with the South line of said Northeast $\frac{1}{4}$, 228.71 feet; thence South 208.71 feet to the South line of said Northeast $\frac{1}{4}$; thence East along said South line, 228.71 feet to the Southeast corner of said Northeast $\frac{1}{4}$; thence South, along the East line of said Section 12 to a point 1,007.56 feet North of the Southeast corner of the Southeast $\frac{1}{4}$ of said Section 12; thence West 1,324.79 feet along the South line of the North 100 acres of the Southeast $\frac{1}{4}$ of said Section 12; thence South 20 feet along the West line of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 12; thence West 642 feet along the North line of the South 30 acres of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 12; thence South 471.43 feet; thence West 292.8 feet; thence South 515 feet to a point on the South line of said Section 12; thence East along the South line of said Section 12 to the Southwest corner of Section 7, Township 15 South, Range 22 East; thence continuing East along the South line of said Section 7 to the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 7; thence North along the East line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 7 to a point on the South line of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 7, which line is also the South line of Glendell Acres, Second Plat; thence East along said South line a distance of 463 feet to the Southeast corner of said Plat; thence North along the East line of said Plat to a point on the South line of Lot 41, Glendell Acres, First Plat; thence East along the South line of Glendell Acres, First Plat to a point 10.0 feet West of the Southeast corner of Lot 51, Glendell Acres, First Plat Amended; thence South $11^{\circ}30'42''$ West, 464.48 feet; thence North $89^{\circ}31'32''$ East, 90.24 feet to a point on the Northwest line of the Atchison, Topeka and Santa Fe Railroad Company right-of-way; thence Northeasterly along said Northwesterly railroad right-of-way line to a point on the South line of the Northeast $\frac{1}{4}$ of said Section 7; thence East along the South line of said Northeast $\frac{1}{4}$ a distance of 384 feet, more or less, to the Southwest corner of Lot 1, County Clerk's Subdivision of the Northeast $\frac{1}{4}$ of said Section 7; thence North and Northeasterly along the West and North lines of said Lot 1 to the Northeast corner thereof; thence South 84 feet to the Northwest corner of Lot 2 of said County Clerk's Subdivision; thence South along the West line of said Lot 2, approximately 566 feet to a point that is 150 feet North of the South Line of said Lot 1; thence Westerly parallel to and 150 feet North of the South line of said Lot 1 to a point 225 feet from the East line of said Lot 1; thence Southerly parallel to and 225 West of the East line of said Lot 1 approximately 150 feet to the South line of said Lot 1; thence Easterly along the South line of said Lot 1 approximately 225 feet to the Southeast corner of said Lot 1, said point also being the Southwest corner of said Lot 2; thence East along the South line of said Lot 2 to the Southeast corner of said Lot 2; said point also being the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 7 and the Northwest corner of the Southwest $\frac{1}{4}$ of Section 8, Township 15 South,

Range 22 East; thence South along the West line of the Southwest $\frac{1}{4}$ of said Section 8 to the Southwest corner of said Section 8; thence South along the West line of the Northwest $\frac{1}{4}$ of Section 17, Township 15 South, Range 22 East, Johnson County, Kansas, 378 feet; thence West parallel to the North line of the Northeast $\frac{1}{4}$ of Section 18, Township 15 South, Range 22 East, Johnson County, Kansas, 576.20 feet; thence North parallel to the East line of said Northeast $\frac{1}{4}$, 378 feet to a point on the North line of said Northeast $\frac{1}{4}$; thence West along said North line of said Northeast $\frac{1}{4}$ to the Northwest corner of said Northeast $\frac{1}{4}$; thence South along the West line of said Northeast $\frac{1}{4}$, 920.40 feet; thence West parallel to the North line of the Northwest $\frac{1}{4}$ of said Section 18, approximately 1,140 feet to a point on the Easterly line of a tract of land conveyed to the Southern Kansas Railway Company in that certain warranty deed dated April 26, 1899 and recorded June 15, 1899 in book 79 at page 626 of register of deeds records of Johnson County, Kansas; thence South $17^{\circ} 25'$ East, along said Easterly line of said tract, 200 feet; thence South $72^{\circ} 35'$ West, along the Southerly line of said tract, 237.4 feet to a point on the West line of the East $\frac{1}{2}$ of said Northwest $\frac{1}{4}$ of Section 18; thence South along said West line, 345 feet, to the point of beginning of a certain tract of land conveyed to the Southern Kansas Railway Company in that certain warranty deed dated April 26, 1899 and recorded June 15, 1899 in book 79 at page 624 of register of deeds records of Johnson County, Kansas; thence South 26° East along the Northeasterly line of said tract, 400 feet; thence South 26° West along the Southeasterly line of said tract, 195 feet to a point on said West line of the East $\frac{1}{2}$ of said Northwest $\frac{1}{4}$; thence South along said West line to the Southwest Corner of the East $\frac{1}{2}$ of said Northwest $\frac{1}{4}$ of Section 18; thence East along the South line of said East $\frac{1}{2}$ to the Southeast corner of said Northwest $\frac{1}{4}$ of Section 18; thence South 904.4 feet along the West line of the Southeast Quarter of said Section 18 to the North right-of-way line of Interstate 35; thence Northeasterly along the North right-of-way line of said I-35 to a point on the North line of the Southeast Quarter of said Section 18, said point being 1017.6 feet West of the Northeast corner of the Southeast Quarter of said Section 18; thence Northeasterly along said right of way line of Interstate 35 approximately 1,325.7 feet to a point on said existing right of way line of Interstate 35 that is 100 feet West of and 879.9 feet North of the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 18; thence Northeasterly continuing along said right of way line of Interstate 35, 555.1 feet; thence East 25.0 feet to a point on the East line of said Northeast $\frac{1}{4}$, said point being 1429.9 feet North of the Southeast corner of said Northeast $\frac{1}{4}$; thence East 25.00 feet to a point on the Northerly right-of-way of I-35, thence South $07^{\circ}14'53''$ East along said right-of-way, 704.57 feet; thence South $85^{\circ}51'43''$ East along said right-of-way, 746.60 feet; thence North $78^{\circ}07'04''$ East along said right-of-way, 401.10 feet; thence North $73^{\circ}49'42''$ East along said right-of-way, 1,316.03 feet, to a point on the East line said Northwest $\frac{1}{4}$; thence North along said East line to the Northeast corner of said Northwest $\frac{1}{4}$; thence continuing North along the East line of the Southwest $\frac{1}{4}$ of Section 8, Township 15 South, Range 22 East 1,320.38 feet to the South line of an existing cemetery; thence West along the South line of the existing cemetery to the Southwest corner of said cemetery; thence North along the West line of said cemetery to the Northwest corner of said cemetery; thence East along the North line of said cemetery to a point on the East line of said Southwest $\frac{1}{4}$; thence North along said East line to the Northeast corner of said Southwest $\frac{1}{4}$; thence West along the North line of said Southwest $\frac{1}{4}$ to the Northwest corner of said Southwest $\frac{1}{4}$ and the Southeast corner of Lot 2 of County Clerk's Subdivision of the Northeast $\frac{1}{4}$ of said Section 7; thence North along the East line of said Lot 2 to the North line of the South 775.50 feet of said Lot 2 of said County Clerk's Subdivision; thence West along the North line of the South 775.50 feet of said Lot 2 to a Northwesterly line of said Lot 2; thence Northeasterly along the Northwesterly lines of said Lot 2 to a point on the Southeasterly right-of-way line of the original right-of-way of the Kansas City and Santa Fe Railroad Company, now the Atchison, Topeka and Santa Fe Railway Company, said point being 100.00 feet Southeasterly of and measured at right angles to the original center line of main track of said Railroad Company; thence Northeasterly along said right-of-way line, 165.0 feet, more or less, to a point on the Northeasterly right-of-way line of the S.M. Crockett

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

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

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

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

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

AND EXCEPT

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

AND EXCEPT

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

AND EXCEPT

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

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

AND

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

ALSO

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

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

AND

Beginning at the Northeast Corner of the Northeast Quarter of Section 5, Township 15, Range 22, Johnson County, Kansas; thence West along the North line of said Northeast Quarter a distance of 553.65 feet; thence S. 23 ° 10' E. along the top bank of a Branch a distance of 494.93 feet more or less to the Northerly Right-of-Way of K-56 Highway; thence N. 48° 11'13"E. along said Right-of-Way a distance of 480.01 feet more or less to the East line of said Northeast Quarter; thence N.0° 29'53"E. a distance of 135 feet more or less to the Point of Beginning,

together with an easement described as: Right of Ingress and Egress Easement; all of the Southeasterly 15 feet (being parallel to the Northerly Right-of-Way of K-56 Highway) of the above described tract and the East 15 the above described tract.

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

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

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

AND

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

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

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

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

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

AND

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

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

ALSO:

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

ALSO: ANNEXATION ORDINANCE NO. 883 AND 894

TRACT 1:

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

EXCEPT

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

Commencing at the West Quarter corner of Section 33, Township 14, Range 22 East: Then South 00° 02' 04" East, along the West line of the Northwest Quarter of the Southwest Quarter of Section 33, a distance of 196.00 feet to the point of beginning. Then following the existing fence line, the following fourteen courses: South 21° 51' 03" East, 21.55 feet, South 85° 47' 21" East 29.69 feet, South 15° 17' 19" East 91.21 feet, South 06° 50' 34" East 67.48 feet, South 00° 46' 13" West 71.41 feet, South 03° 34' 03" East 48.69 feet, South 02° 48' 19" West 20.02 feet, South 06° 33' 37" West 26.17 feet, South 15° 54' 27" West 14.55 feet, South 09° 33' 34" West 213.65 feet, South 00° 30' 16" East 244.21 feet, South 00° 23' 41" West 133.50 feet, South 00° 45' 37" West 159.01 feet, South 14° 08' 19" West 28.61 feet, to the South line of the Northwest

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

AND EXCEPT

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

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

PROPERTY IDENTIFICATION NO. 4F221433-2001

TRACT 2:

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

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

Beginning at the Northeast corner of the Northeast Quarter of said Section 34; thence South 01 degree 56 minutes 21 seconds East along the East line of said Quarter Section, a distance of 2,652.11 feet to the Southeast corner of said Northeast Quarter, being also Northeast corner of the Southeast Quarter of said Section 34; thence South 01 degree 56 minutes 06 seconds East along the East line of said Quarter Section, a distance of 2,651.94 feet to the Southeast corner of said Southeast Quarter; thence South 88 degrees 09 minutes 02 seconds West along the South line of said Quarter section, a distance of 1,316.87 feet to the Southwest corner of the East Half of the Southeast Quarter of said Section 34, being also the Northeast corner of the West Half of the Northeast Quarter of said Section 3; thence South 01 degrees 20 minutes 28 seconds East along the East line of the West Half of the Northeast Quarter of said Section 3, a distance of 2,666.23 feet to the Southeast Corner of the West Half of the Northeast Quarter of said Section 3; thence South 88 degrees 20 minutes 46 seconds West along the South line of the West Half of said Northeast Quarter, a distance of 540.09 feet to the Southeast Corner of the West 768.4 feet of the Northeast Quarter of said Section 3; thence North 01 degree 31 minutes 15 seconds West along the East line of the West 768.4 feet of said Northeast Quarter, a distance of 1739.32 feet to a point 925.00 feet southerly of the Northeast corner of the West 768.4 feet of said Northeast Quarter said point being the Southeast corner of Ordinance No. 894; thence along the South line at Ordinance No. 894, West 388.4 feet parallel to the North line at said Quarter Section; thence along the South line of said Ordinance No. 894 Northwesterly

370.98 feet to the Southwest corner of said Ordinance No. 894 being 30 feet Easterly of the West line of said Quarter Section; thence along the West line of said Ordinance No. 894 North 802.00 feet to a point on the North line of said Quarter Section, the Northwest corner of said Ordinance No. 894 and a Southerly line of Ordinance No. 883; thence South 88 degrees 09 minutes 02 seconds West along the South line of Southeast Quarter of said Section 34, a distance of 30.00 feet to the Southwest corner of the Southeast Quarter of said Section 34, being also the Southeast corner of the Southwest Quarter of said Section 34; thence South 88 degrees 10 minutes 27 seconds West along the South line of the Southwest Quarter of said Section 34, a distance of 360.36 feet to the Southeast corner of the tract of land described as the J.A. Pearce Tract in the 1892 Re-Survey of said Section 34; thence North 02 degrees 16 minutes 32 seconds West along East line of said J.A. Pearce Tract to the North right-of-way line of West 191st Street; thence along the North right-of-way line of said 191st Street Westerly 1520.50 feet more or less to the West line of the said J.A. Pearce Tract; thence along the west line of the said J.A. Pearce Tract, South to the Southwest corner of the said J.A. Pearce Tract, being also a point on the South line of the Southwest Quarter of said Section 34 being the North line of the Northwest Quarter of Section 3, Township 15 South, Range 22 East; thence along the North line of the Northwest Quarter of said Section 3, EAST to a point 1035.25 feet East of the Northwest corner of said Section 3 (said point being the Northeast corner of Annexation Ordinance No. 903); thence along the East South and West lines of said Ordinance No. 903 the following 5 courses (1) S. 0° E. 355.05 feet; thence (2) S. 90° E. 284.30 feet; thence (3) S. 0°18'01" W. 2300.09 feet to a point on the South line of the Northwest Quarter of said Section 3; thence along the South line of the Northwest Quarter of said Section 3, (4) N. 89°44'38" W. 1291.75 feet to the West Quarter corner of said Section 3; thence (5) N. 0°20'27" W. 2649.33 feet to the Northwest corner of said Ordinance No. 903 being the Northwest corner of said Section 3 and the Southeast corner of the Southeast Quarter of Section 33, Township 14 South, Range 22 East; thence South 88 degrees 33 minutes 21 West along the South line of the Southeast Quarter of said Section 3, a distance of 2,634.02 to the Southwest corner of the Southeast Quarter of said Section 33, being also the Southeast corner of the Southwest Quarter of said Section 33; thence South 88 degrees 17 minutes 30 seconds West along the South line of said Quarter Section, a distance of 2,107.45 feet to a point on the Southeasterly right-of-way line of the most Northwesterly tracks of the B.N.S.F. Railroad (being the most Northwesterly of the two B.N.S.F. Railroad tracks as they now exist through said Section 26, 27, 33 and 34 and formerly being the Atchison, Topeka, and Santa Fe Railroad Company), said point being 65 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence Northeasterly along the Southeasterly right of way line of the most Northwesterly tracks of said B.N.S.F. Railroad, the following courses and distances; thence North 46 degrees 47 minutes 43 seconds East, 65 feet Southeasterly of and parallel with the centerline of said main track, a distance of 2,783.57 feet to a jog in said Southeasterly right of way line, being also a point on the East line of the Southwest Quarter of said Section 33; thence North 02 degrees 24 minutes 33 seconds West along the East line of the Southwest Quarter of said Section 33, being also along a jog in said Southeasterly right of way line, a distance of 19.81 feet to a point 50 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 46 degrees 47 minutes 43 seconds East, 50 feet Southeasterly of and parallel with the centerline of said main track, a distance of 1,791.25 feet to a jog in said Southeasterly right of way line; thence South 43 degrees 12 minutes 17 East, perpendicular to the last described course and being along a jog in said Southeasterly right of way line, a distance of 50 feet to a point 100 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 46 degrees 47 minutes 43 seconds East, 100 feet Southeasterly of and parallel with the centerline of said main track, a distance of 1,670.24 feet to a jog in said Southeasterly right of way line, being also a point on the East line of the Northeast Quarter of said Section 33; thence North 02 degrees 35 minutes 02 seconds West along the East line of

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

ALSO INCLUDING:

All the right-of-way as presently established for the most Northwesterly tracks of the B.N.S.F. Railroad (being the most Northwesterly of the two B.N.S.F. Railroad tracks (formerly being the Atchison, Topeka and Santa Fe Railroad Company), as the right-of-way now exists through the West Half of Section 26, the South Half of Section 27, the Northwest Quarter of Section 34, the Northeast Quarter and South Half of Section 33, ALSO, all of the right-of-way as presently established for the most Southeasterly tracks of the B.N.S.F. Railroad (being the most

Southeasterly of the two B.N.S.F. Railroad tracks (formerly being the Atchison, Topeka and Santa Fe Railroad Company), as said right-of-way now exists through the Southwest Quarter of said Section 26, being in all Township 14 South, Range 22 East in Johnson County, Kansas.

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

ALSO: Annexation Ordinance No. 900

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

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

Description: For WWTP Site

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

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

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

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

(1) N.57°44'05"E. 28.18 feet; thence

(2) N.56°06'51"E. 503.92 feet; thence

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

(1) S.34°35'42"E. 492.68 feet; thence

(2) N.87°37'04"E. 133.07 feet; thence

S.2°16'42"E. 215.00 feet; thence

S.87°43'18"W. 460.00 feet; thence

S.2°10'15"W. 482.90 feet to a point 60.00 feet northerly of (measured perpendicular to) the south line of the southeast quarter of said Section 9; thence parallel to and 60.00 feet northerly of the south line of the southeast quarter of said Section 9

S.88°10'10"W. 199.06 feet; thence

N.34°35'42"W. 829.21 feet to the point of beginning, containing 14.438 acres.

ALSO: Annexation Ordinance No. 952Parcel 1

Beginning at the Northwest corner of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 3, Township 15, Range 22, Johnson County, Kansas; thence South 330 feet; thence East 575.1 feet; thence North 330 feet; thence West 575.1 feet to the point of beginning, except that part in road and except the East 390.46 feet of the West 575.10 feet of the North 40.00 feet of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 3, Township 15, Range 22, Johnson County, Kansas, excluding the existing road right-of-way.

Parcel 2

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

Parcel 3

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

Parcel 4

Beginning at the Northeast Corner of the Northeast $\frac{1}{4}$ of Section 3, Township 15, Range 22, Johnson County, Kansas; thence South 330 feet; thence West 480 feet; thence North 330 feet; thence East 480 feet to the Point of Beginning, except the East 301.2 feet of the North 188.0 feet and also except that part in roads.

Parcel 5

Beginning 330 feet South of the Northeast corner of the Northeast $\frac{1}{4}$ of Section 3, Township 15, Range 22, Johnson County, Kansas, thence South 330 feet; thence West 1319.4 feet; thence North 330 feet; thence East 1319.4 feet to the point of beginning, except any part in road.

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

All that part of the Southeast Quarter of Section 09, Township 15 South, Range 22 East, Sixth Principal Meridian, Johnson County, Kansas described as follows; Commencing at the Northeast corner of the Southeast Quarter of said Section 09; thence South 88 degrees 26 minutes 35 seconds West along the North line of the Southeast Quarter of said Section 09, a distance of 630.50 feet to a point on the Northerly right of way line for Interstate 35 as now established; Thence South 31 degrees 44 minutes 01 seconds West along said highway right of way, a distance of 512.96 feet; thence South 31 degrees 44 minutes 59 seconds West along said highway right of way, a distance of 277.13 feet; thence South 88 degrees 22 minutes 28 seconds West; a distance of 985.18 feet; thence North 02 degrees 09 minutes 43 seconds West, a distance of 288.57 feet; thence North 61 degrees 23 minutes 59 seconds East, a distance of 820.43 feet to a point on the North line of the Southeast Quarter of said Section 09; thence North 88 degrees 26 minutes 35 seconds East along the North line of the Southeast Quarter of said Section 09, a distance of 691.24 feet to the point of beginning containing 659,710 square feet or 15.14 acres more or less.

ALSO: Annexation Ordinance No. 943

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

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

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

and

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

and

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

and

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

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

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

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

N.1°56'08"W. 100.00 FEET; THENCE

N.88°09'56"E. 54.77 FEET; THENCE

S.1°50'04"E. 100.00 FEET; THENCE

S.88°10'30"W. 9.55 FEET; THENCE

S.43°09'40"W. 16.30 FEET; THENCE

S.88°09'47"W. 15.00 FEET; THENCE

N.1°50'13"W. 11.53 FEET; THENCE

S.88°10'04"W. 18.52 FEET TO THE POINT OF BEGINNING, CONTAINING 0.131 ACRES.

ALSO: Annexation Ordinance No. 957

35-14-22 N $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ 10 Acres M/L and 35-14-22 E $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ 10 Acres M/L, both in Johnson County, Kansas.

ALSO:

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

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

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

(a) A tract of land in the Southeast Quarter of Section 4, Township 15 South, Range 22 East of the 6th P.M., Johnson County, Kansas; described in deed recorded in Book 201109, Page 7810, and recited verbatim as follows: "(a) A tract of land in the Southeast Quarter of Section 4, Township 15 South, Range 22 East of the 6th P.M., described as follows: BEGINNING at the Southeast corner of said Quarter Section; FIRST COURSE, thence on an assume bearing of South 88 degrees 29 minutes 07 seconds West, 656.98 feet along the South line of said Quarter Section; SECOND COURSE, thence North 01 degree 30 minutes 53 seconds West, 20.00 feet to the Northerly right of way line of existing 199th Street; THIRD COURSE, thence North 61 degrees 55 minutes 13 seconds East, 111.80 feet; Fourth Course, Thence North 88 degrees 29 minutes 07 seconds East, 350.00 feet; FIFTH COURSE, thence North 70 degrees 39 minutes 15 seconds East, 194.76 feet to the Westerly right of way line of existing Homestead Lane; SIXTH COURSE, thence North 02 degrees 12 minutes 32 seconds West, 1186.18 feet along said Westerly right of way line to the North line of the Southeast Quarter of said Southeast Quarter Section; SEVENTH COURSE; thence North 88 degrees 31 minutes 39 seconds East, 20.00 feet along said North line to the Northeast corner of said Southeast Quarter of the Southeast Quarter Section; EIGHTH COURSE, thence South 02 degrees 12 minutes 32 seconds East, 1315.81 feet along the East line of said Quarter Section to the POINT OF BEGINNING. The above described tract contains 1.70 acres, which includes 0.90 acre of existing right of way, resulting in an acquisition of 0.80 acre, more or less."

(b) A tract of land in the Northwest Quarter of Section 3, Township 15 South, Range 22 East of the 6th P.M., Johnson County, Kansas; as described in deed recorded in Book 201204, Page 1961, and recited verbatim as follows: "(a) A tract of land in the Northwest Quarter Section 3, Township 15 South, Range 22 East of the 6th P.M., described as follows: Beginning at the Southwest corner of said Quarter Section: FIRST COURSE, thence on an assumed bearing of North 88 degrees 26 minutes 03 seconds East, 300.63 feet along the South line of said Quarter Section; SECOND COURSE, thence North 01 degree 49 minutes 33 seconds West, 319.56 feet; THIRD COURSE, thence North 23 degrees 37 minutes 38 seconds West, 53.85 feet; FOURTH COURSE, thence North 01 degree 49 minutes 33 seconds West, 2148.99 feet; FIFTH COURSE, thence North 43 degrees 14 minutes 32 seconds East, 102.62 feet; SIXTH COURSE, thence North 88 degrees 10 minutes 23 seconds East, 666.09 feet to the West line of a tract of land described in a deed recorded in Book 3047, Page 6 in the Register of Deeds Office, Johnson County, Kansas; SEVENTH COURSE, thence North 01 degree 49 minutes 37 seconds West, 30.00 feet along said West line; EIGHTH COURSE, thence North 88 degrees 10

minutes 23 seconds East, 306.00 feet to the East line of said tract of land; NINTH COURSE, thence North 01 degree 49 minutes 37 seconds West, 30.00 feet along said East line to the North line of said Quarter Section; TENTH COURSE, thence South 88 degrees 10 minutes 23 seconds West, 1341.25 feet along said North line to the Northwest corner of said Quarter Section; ELEVENTH COURSE, thence South 02 degrees 10 minutes 09 seconds East, 2649.70 feet along the West line of said Quarter Section to the POINT OF BEGINNING. The above described tract contains 19.00 acres, which includes 1.82 acres of existing right of way, resulting in an acquisition of 17.18 acres, more or less."

(c) A tract of land in the Southwest Quarter of Section 3, Township 15 South, Range 22 East of the 6th P.M., Johnson County, KS; as described in District Court Case Number 11 CV 8581, tract 12 (a), and recited verbatim as follows: " (a) A PERMANENT EASEMENT for highway right of way, removal of borrow material, or for other highway purposes over and upon a tract of land in the Southwest Quarter of Section 3, Township 15 South, Range 22 East of the 6th P.M., described as follows: BEGINNING at the Northwest corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of North 88 degrees 26 minutes 03 seconds East, 300.63 feet along the North line of said Quarter Section; SECOND COURSE, thence South 01 degree 49 minutes 33 seconds East, 180.44 feet; THIRD COURSE, thence South 19 degrees 58 minutes 32 seconds West, 53.85 feet; FOURTH COURSE, thence South 01 degree 49 minutes 33 seconds East, 2200.00 feet; FIFTH COURSE, thence South 42 degrees 48 minutes 23 Seconds East, 160.60 feet; SIXTH COURSE, thence North 88 degrees 24 minutes 21 seconds East, 585.00 feet; SEVENTH COURSE, thence South 60 degrees 09 minutes 53 seconds East, 105.48 feet to the Northerly right of way line of existing 199th Street; EIGHTH COURSE, thence South 01 degree 35 minutes 39 seconds East, 25.00 feet to the South line of said Quarter Section; NINTH COURSE, thence South 88 degrees 24 minutes 21 seconds West, 1043.02 feet along said South line of the Southwest corner of said Quarter Section; TENTH COURSE, thence North 02 degrees 12 minutes 32 seconds West, 2631.62 feet along the West line of the said Quarter Section to the POINT OF BEGINNING. The above described tract contains 18.04 acres, which includes 1.83 acres of existing right of way, resulting in an acquisition of 16.21 acres, more or less."

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

Tract 1

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

Tract 2

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

Tract 3

Beginning at the Southeast corner of the Northeast $\frac{1}{4}$ of Section 3, Township 15 South, Range 22 east; Johnson county, Kansas; thence North 990.0 feet and along the East line of said $\frac{1}{4}$ section; thence West 1,319.6 feet and parallel to the South line of said $\frac{1}{4}$ section; thence South 990.0 feet and parallel to the East line of said $\frac{1}{4}$ section to a point on the South line of said $\frac{1}{4}$ section; thence East 1,320.7 feet and along the South line of said $\frac{1}{4}$ section to the point of beginning, except any part used or dedicated for streets, roads, or highways, also being more particularly described as follows: all that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, Sixth Principal Meridian, Johnson County, Kansas, described as follows: commencing at the Southeast corner of the Northeast Quarter of said section 3; thence North

89°48'35" West, along the South line of the Northeast Quarter of said Section 3, a distance of 40.00 feet to the point of beginning; thence continuing North 89°48'35" west along said South line, a distance of 1268.40 feet measured (1280.70 feet deeded) to the Southwest corner of the East half of the Northeast Quarter of said Section 3; thence North 00°29'36" East measured (North 00°44'12" East deeded), along the West line of the East half of the Northeast Quarter of said Section 3, a distance of 989.98 feet measured (990.00 feet deeded), thence South 89°48'35" East, a distance of 1271.50 feet measured (1279.60 deeded) to a point being 40.00 feet West of the East line of the Northeast Quarter of said Section 3, thence South 00°40'22" West, parallel to the East line of the Northeast Quarter of said Section 3, a distance of 990.00 feet to the point of beginning, except an part used or dedicated for streets, roads, or highways.

Tract 4

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

Tract 5

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

Tract 6

All that part of the Southwest Quarter of Section 2, Township 15, Range 22, Johnson County, Kansas, described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 2; thence North 89 degrees 36 minutes 15 seconds East, along the North line of the Southwest Quarter of said Section 2, a distance of 2177.08 feet, to a point on the Northerly right-of-way line of I-35 Highway, said point being 508.90 feet West of the Northeast corner of the Southwest Quarter of said Section 2; thence South 48 degrees 50 minutes 08 seconds West, along said right-of-way line, a distance of 697.08 feet; thence South 89 degrees 36 minutes 15 seconds West, parallel to the North line of the Southwest Quarter of said Section 2, a distance of 1650.89 feet to a point on the West line of the Southwest Quarter of said Section 2; thence North 0 degrees 10 minutes 34 seconds West, along the West line of the Southwest Quarter of said Section 2, a distance of 455.20 feet, to the point of beginning, containing 20.00 acres, more or less.

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

A part of the Northwest Quarter of Section 3, Township 15, Range 22, Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence North 90 degrees East; along the North line of said Northwest Quarter, 1035.25

feet; thence South 0 degrees East 355.00 feet, 355.05 feet measured, to the true point of beginning; thence South 90 degrees East, 284.30 feet, 284.24 feet measured; thence South 00 degrees 18 minutes 01 seconds West, 385.36 feet; thence North 90 degrees West, 282.28 feet; thence North 0 degrees West, 385.36 feet to the point of beginning, except those parts in streets or roads

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

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

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

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

Tract 1

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

Commencing at the Northwest corner of the Northwest 1/4, Section 10, Township 15 South, Range 22 East; thence South 02 degrees 03 minutes 46 seconds East along the West line of the said Northwest 1/4 a distance of 991.99 feet to a point; thence North 87 degrees 35 minutes 22 seconds East, 280.86 feet to the TRUE POINT OF BEGINNING; thence continuing North 87 degrees 35 minutes 22 seconds East, 362.18 feet to a point; thence South 02 degrees 03 minutes 46 seconds East, 342.19 feet (deeded 342.20 feet) to a point on the North line of the South 1/2 of the said Northwest 1/4; thence North 88 degrees 12 minutes 35 seconds East along the said North line, 1487.52 feet to a point on the Northwesterly right-of-way of Highway 1-35 as recorded in Book 201108, Page 1191; thence South 53 degrees 32 minutes 58 seconds West along the said highway right-at-way, 737.13 feet (deed 737.07 feet) to a point; thence South 64 degrees 51 minutes 34 seconds West along said highway right-at-way, 509.90 feet to a point; thence South 85 degrees 06 minutes 40 seconds West along said highway right-of-way, 821.52 feet to a point; thence North 10 degrees 04 minutes 47 seconds West along said highway right-of-way, 802.50 feet to a point; thence North 15 degrees 12 minutes 50 seconds East along said highway right-of-way, 141.15 feet to a point; thence North 88 degrees 57 minutes 08 seconds East along said highway right-of-way, 116.36 feet to a point; thence North 0 degrees 38 minutes 21 seconds West along said highway right-at-way, 76.41 feet to the TRUE POINT OF BEGINNING and containing 25.073 acres, more or less.

Tract 2

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

Commencing at the Northwest corner of the Northwest One-Quarter of said Section 10 Township 15 South Range 22 East; thence South 02 degrees 03 minutes 46 seconds East along the West line of the said Northwest One-Quarter a distance of 991.99 feet to a point;

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

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

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

Commencing at the Northwest corner of the Southwest Quarter of said Section 2; thence South 02°00'19" East, along the West line of the Southwest Quarter of said Section 2, a distance of 455.20 feet, to the Point of Beginning; thence continuing South 02°00'19" East, along the West line of the Southwest Quarter of said Section 2, a distance of 1386.15 feet, to a point on the Northerly right-of-way line of 1-35 Highway, said point being 791.69 feet North of the Southwest corner of the Southwest Quarter of said Section 2; thence Northeasterly along said northerly right-of-way line, along a curve to the left having a radius of 11,309.16 feet and a chord bearing of North 49°19'45" East, a chord length of 782.39, for a distance of 782.55 feet, to a point 1284.2 feet north and 610.9 feet east of the Southwest corner of the Southwest Quarter of said Section 2; thence continuing along said northerly right of way line, North 47°00'23" East, a distance of 1377.74 feet; thence South 87°46'29" West parallel to the North line of the Southwest Quarter of said Section 2, a distance of 1650.89 feet to the point of beginning.

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

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

PARCEL NUMBER: 2F221435-1001

PROPERTY ADDRESS: 18501 Waverly Road

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

DESCRIPTION

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

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

ALSO: ANNEXATION ORDINANCES NO. 998, WHICH WAS UPDATED BY ORDINANCE NO. 1028, AUGUST 11, 2016

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

PARCEL NUMBER: 2F221435-1001

PROPERTY ADDRESS: 18501 Waverly Road

ALSO: RIGHT-OF-WAY DESCRIPTIONS 1-17

Legal Description - Right of Way

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

Description 1

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

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

and

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

and

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

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

and

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

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

Description 2

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

The South Sixty (60) feet of the tract of land described as the J.A. Pearce Tract in the Southwest Quarter of Section 34, Township 14 South, Range 22 East as said tract is shown and described in the 1892 Re-Survey of said Section Township and Range in Johnson County, Kansas, being more particularly described as follows:
Commencing at the Southeast corner of the Southwest Quarter of said Section 34; thence South 88 degrees 10 minutes 27 seconds West, along the South line of the Southwest Quarter of said Section 34, a distance of 360.36 feet (5.46 chains as shown in said Re-Survey) to the Southeast corner of said J.A. Pearce Tract and the Point of Beginning of the tract of land to be herein described; thence continuing South 88 degrees 10 minutes 27 seconds West, along the last described course, a distance of 1,520.50 feet to the Southwest corner of said J.A. Pearce Tract, said point being 754.38 feet (11.43 Chains as shown in said Re-Survey) East of the Southwest corner of said Section 34, as measured along the South line thereof; thence North 01 degrees 52 minutes 40 seconds West, along the West line of said J.A. Pearce Tract, a distance of Sixty (60) feet; thence North 88 degrees 10 minutes 27 seconds East along a line Sixty (60) feet North of and parallel with the South line of the Southwest Quarter of said Section 34, a distance of 1,520.09 feet to a point on the East line of said J.A. Pearce Tract; thence South 02 degrees 16 minutes 32 seconds East along the East line of said J.A. Pearce Tract, a distance of Sixty (60) feet the Point of Beginning.

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

Description 3

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

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

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

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

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

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

Description 4

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

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

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

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

Description 5

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

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

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

ALSO the following described tract of land:

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

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

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

Description 6

Section 10-15-22 (Homestead):

Homestead Tract 5

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

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

Description 7

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

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

Homestead Tract 1

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

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

Description 8

Section 4-15-22 (Homestead):

Homestead Tract 2

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

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

Description 9

Section 10-15-22 (Homestead):

Homestead Tract 3

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

and

Homestead Tract 4

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

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

Description 10

Section 10-15-22 (Homestead):

Homestead Tract 6

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

and

Homestead Tract 7

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

and

Homestead Tract 8

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

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

Description 11

Section 9-15-22 (Homestead):

Homestead Tract 9

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

and

Homestead Tract 10

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

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

Description 12

Section 9-15-22 (Homestead):

Homestead Tract 11

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

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

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

and

Homestead Tract 12

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

and

Homestead Tract 13

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

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

Description 13

Section 10-15-22 (Homestead):

Homestead Tract 15

A tract of land in the Southwest Quarter of Section 10, Township 15 South, Range 22 East of the 6th P.M., Johnson County, Kansas; being all of that tract of land described in the District Court of Douglas County, Kansas. Case No. 08PR 92, described verbatim as follows: "Commencing at the SW Corner of Section 10, T. 15 S., R. 22 E., Johnson County, Kansas; thence N. 0°26'20" W. along the W. line of said Sec. 10 a distance of 950.32 feet to the TRUE POINT OF BEGINNING; thence continuing N. 0°26'20" W. along said W. line a distance of 129.70 feet to a point in the said W. line; thence S. 89°37'56" E. along Highway I-35 Right-of-Way a distance of 20.00 feet to a point; thence N. 33° 13 '08" E. along said Right-of-Way a distance of 1081.13 feet to a point; thence N. 21°55 '56" W. along said Right-of-Way a distance of 257.90 feet to a point; thence N. 37°30'04" E. along said Right-of-Way a distance 517.30 feet to a point; thence S. 89°38 '01" E. a distance of 445.61 feet to a point; thence S. 0°26'21" E. a distance of 1617.54 feet to a point; thence S. 89°33 '39" W. a distance of 1238.33 feet to a point; thence S. 0°26'20" E. a distance of 107.04 feet to a point in the centerline of a County Road; thence N. 43°26'53" W. along said centerline a distance of 73.30 feet to the TRUE POINT OF BEGINNING. Containing 31.930 acres more or less;"

and

Homestead Tract 16

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

and

Homestead Tract 19

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

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

Description 14

Section 9-15-22 (Homestead):

Homestead Tract 17

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

and

Homestead Tract 18

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

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

FIRST COURSE, thence continuing South 88 degrees 25 minutes 52 seconds West, 480.68 feet along said North line; SECOND COURSE, thence South 31 degrees 44 minutes 38 seconds West, 790.67 feet to the South line of a tract of land described in a deed recorded in Book 200402, Page 6033 in the Register of Deeds Office, Johnson County, Kansas;

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

FOURTH COURSE, thence North 47 degrees 50 minutes 31 seconds East, 2 1.40 feet along said Northerly right of way line;

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

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

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

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

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

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

Description 15

Section 9-15-22 (Homestead):

Homestead Tract 22

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

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

Description 16

Section 10-15-22 (Homestead):

Homestead Tract 23

A PERMANENT EASEMENT for controlled access highway right of way, removal of borrow material, or for other highway purposes over and upon a tract of land in the Northwest Quarter of Section 10, Township 15 South, Range 22 East of the 6th P.M., described as follows: COMMENCING at the Northeast corner of said Quarter Section; thence on an assumed bearing of South 02 degrees 13 minutes 24 seconds East, 1011.27 feet along the East line of said Quarter Section to the POINT OF BEGINNING; FIRST COURSE, thence continuing South 02 degrees 13 minutes 24 seconds East, 307.20 feet along said East line to the Southeast corner of the North Half of said Quarter Section; SECOND COURSE, thence South 88 degrees 12 minutes 35 seconds West, 446.61 feet along the South line of said North Half of said Quarter Section; THIRD COURSE, thence N01th 53 degrees 32 minutes 58 seconds East, 540.15 feet to the POINT OF BEGINNING. The above described tract contains 1.57 acres, which includes 1.22 acres of existing right of way, resulting in an acquisition of 0.35 acre, more or less.

and

Homestead Tract 24

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

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

Description 17

Section 10-15-22 (Homestead):

Homestead Tract 14

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

ALSO: ANNEXATION ORDINANCE NO. 1051

All that part of the East One-Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas being more particularly described as follows:

Beginning at the Northeast corner of Northwest Quarter of said Section 35; thence South 02°24'35" East, along the East line of said Northwest Quarter, a distance of 2648.52 feet to the Southeast corner of said Northwest Quarter; thence South 88°24'58" West, along the South line of said Northwest Quarter, a distance of 1311.14 feet to the West line of the East One-Half of said Northwest Quarter; thence North 02°07'50" West, along the West line of said East One-Half, a distance of 2651.06 feet to the North line of said Northwest Quarter; thence North 88°32'07" East, along the North line of said Northwest Quarter, a distance of 1298.26 feet to the Point of Beginning. Containing 3,456,878 square feet or 79.359 acres, more or less.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Resolution No. 12-14-17B Establishing Fees And Rates For Permits, Licenses And Services Within The City Of Edgerton, Kansas

Department: Administration, Community Development, Public Works, Parks & Recreation

Background/Description of Item: On December 10, 2015, the City Council approved Ordinance No. 1006 which included the 2016 animal fees and the authorization for the City to create a Fee Resolution, which would be reviewed annually. The purpose for the annual resolution is to consolidate the fees in one location and remove the fees from the Edgerton Municipal Code "Code Book," thereby eliminating need for continual ordinance amendments. Resolution No. 03-10-16A was the first of the fee resolutions which included animal control, wastewater and water fees.

The following resolution No. 12-14-17B is the draft Annual Fee Resolution for 2018. The purpose of the resolution is to consider additions and revisions. The black font includes language which has already been approved by the Governing Body. Fees shown in red are either new fees or existing fees with an updated rate, or text additions. A summary of those are listed below.

Summary of proposed changes:

OPEN RECORDS

- Spelling correction under inspection fee; reflection of the current actions under copying fee

BEVERAGES

- Drinking Establishments, Private Club, and Retail Permits; reflection of state statutes in permitting and collection fees biennially.

PERMIT FEES-Residential Building

- Fire Review and Inspection, new fees collected at the issuance of multi-family, commercial zoning, and industrial zoning, for fire inspection services by Johnson County Fire District – funds are passed through to the Fire District

PUBLIC PROPERTY

- Right-Of-Way Permit; increase of \$10.00 for a fee of \$100.00 – covers staff for review and inspection

ZONING AND DEVELOPMENT

- Temporary Construction Activities Application and Permit – This fee is new to offset cost of staff review for submittal to Planning Commission for review and consideration.
Temporary Construction Activities Application - \$100.00
Temporary Construction Activities Permit - \$200.00

If the resolution is approved, staff will bring forward ordinances to amend the Edgerton Code to remove the references to the various fees.

Enclosure: Draft Resolution No. 12-14-17B

Related Ordinance(s) or Statute(s): Ord. No. 1006

Recommendation: Approve Resolution No. 12-14-17B Establishing Fees And Rates For Permits, Licenses And Services Within The City Of Edgerton, Kansas

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 1, 2017

RESOLUTION NO. 12-15-17B

A RESOLUTION ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS.

WHEREAS, pursuant to Ordinance No. 1006, the City Council indicated that all City Fees that previously were spread throughout the City Code, and would require an Ordinance amending that particular part of the Code to change the fee, would instead be consolidated into a City Fee Resolution such that all fees could be better monitored and, any revisions thereto, could be accomplished via resolution instead of an ordinance; and

WHEREAS, City Staff continues to work on consolidating said fees into this Fee Resolution and, as those fees are added in, revised versions of this Resolution will be presented for Council approval.

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

SECTION 1: FEES.

The following fees shall be due and payable to the City Clerk:

OPEN RECORDS

Inspection Fee, if item is not readily available	\$20.00 per request
Copying Fee (no charge for first ten (10) pages)	\$0.10 per page after first ten
Mailing Fee	Actual mailing costs
Facsimile charges	\$1.00 / \$0.10 per page
Searches by staff, three (3) hours or more	\$25.00 per hour

ANIMAL CONTROL

Animal Registration Fees:

Neutered/Spayed dog or cat	\$ 5.00
Unneutered/Non-spayed dog or cat	\$ 25.00
Seniors (60 plus) with neutered/spayed dog or cat	\$ No Charge
Chicken registration	\$ 50.00
Breeder Fee	\$500.00
Late Registration Fee	\$ 25.00
Duplicate Tag Fee	\$1.00

Animal Redemption Fees:

Registered	
First pick up	\$ No charge
Second pick up	\$ 50.00
Third pick up	\$100.00

Non-Registered, Neutered/Spayed First pick up	\$ 50.00
Non-Registered, Unneutered/unspayed First pick up	\$100.00
City provided rabies vaccination	\$ 50.00
Habitual Violator (dog picked up more than three times in one year)	\$250.00
Boarding Fee	\$10.00 per day

BEVERAGES

Cereal Malt Beverages

General Retailer – Consumption	\$100.00
General Retailer – Not for Consumption on premises	\$35.00
Change of Location Fee	\$5.00

Drinking Establishments

License Fee – Biennial occupation tax	\$250.00 500.00
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Private Club

License Fee – Class A Biennial occupation tax	\$250.00 500.00
License Fee – Class B Biennial occupation tax	\$250.00 500.00

Special Event

Permit Fee	\$50.00
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Caterer

Permit Fee	\$250.00
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Retail

Permit Fee Biennial occupation tax	\$200.00 500.00
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BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1.00 to \$500	\$22.00
\$501.00 to \$2,000.00	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000.00	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fractions thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.00 to \$1,000,000.00	\$2,855.00 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$4995.00 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
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Re-inspection fees assessed	\$50.00 per hour
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Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
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Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the juris- diction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
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For use of outside consultants for plan checking Actual Costs
or inspections (costs include administrative and
overhead costs)

Permit Fees – Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1 to \$500	\$13
\$501 to \$2,000	\$13 for first \$500.00 plus \$1.50 for each additional \$100.00 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$35.50 for the first \$2,000.00 plus \$8.00 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$219.50 for the first \$25,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$381.00 for the first \$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction

	thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
Re-inspection fees assessed	\$50.00 per hour
Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the jurisdiction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
Certificate of Occupancy	\$10.00
Fire Review and Inspection - Core and Shell 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Tenant Finish 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Core and Shell 12,501.00 square feet or greater Multi-Family (R-3)	\$0.02 per square foot

Commercial Zoning Districts (C-D, C-1, C-2)
Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection - Tenant Finish 12,501 square feet or greater Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$0.02 per square foot
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Permit Fees - Fuel Gas Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Plumbing Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Mechanical Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions	\$50.00 per hour

or revisions to approved plans (minimum charge – one hour)

Permit Fees – Electrical Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Moving Buildings

House/building/derrick or other structure permit	\$5.00
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Oil and Gas Wells

Permit Fee	\$150.00 per well
License Fee	\$25.00 per well

Fire Insurance Proceeds Fund

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u>)	\$5000.00 or 10% of covered claim payment, whichever is less
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BUSINESS LICENSE

General License	\$5.00
Solicitor's License – Investigation Fee	\$50.00
Solicitor's License – Issuance Per day	\$25.00
Solicitor's License – Six Months	\$250.00
Adult Entertainment Business License	\$250.00
Adult Entertainment Manager's License	\$20.00
Adult Entertainers License	\$20.00
Adult Entertainment Service's License	\$20.00
Mobile Food Vender License	\$100.00

Block Party

FIREWORKS

Fireworks – Temporary Retail Sale Application Fee	\$500.00
Fireworks – Temporary Retail Sale Bond	\$1000.00
Public Display Application Fee	\$100.00

SOLID WASTE

Customer Unit Charge – Monthly (One trash container and one recycle container)	\$7.50
Extra Container Charge – Monthly	\$5.00
Extra Recycle Container – Monthly	\$1.00

PUBLIC PROPERTY

Community Hall Rental – Residents (until midnight)	\$100.00
Community Hall Rental – Non-Residents (until midnight)	\$150.00
Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$50.00
Overnight Camping (by special permit)	\$10.00
Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
-Horse Shoe Pit Lights	\$20 / hour
Right-Of-Way	\$90.00 100.00

PUBLIC OFFENSES

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
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UTILITIES - WATER

Water Rate

WATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$19.23	\$28.85
3/4"	\$20.44	\$30.66
1"	\$22.87	\$34.31
1 1/2"	\$28.92	\$43.38
2"	\$36.19	\$54.29
3"	\$53.14	\$79.71
4"	\$77.36	\$116.04
6"	\$137.90	\$206.85
8"	\$210.56	\$315.84

Volumetric Rate

Tiers	Inside City	Outside City
0-2,000	\$3.95	\$5.93
2,001-10,000	\$8.89	\$13.34
>10,000	\$12.27	\$18.41

Water System Development Fees

System Development Fee (based on size of water meter)

METER SIZE	CHARGES
5/8"	\$4,300
3/4"	\$6,600
1"	\$10,750
1.5"	\$21,500
2"	\$34,400
3"	\$64,500
4"	\$107,500
6"	\$215,000
8"	\$344,000

Water Connection Fees

Connections Charge: Inside City - Regular (¾-inch service, with ¾-inch by 5/8 inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular (¾-inch service, with ¾-inch by 5/8-inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Reconnection Fee, during normal business hours	\$25.00
Reconnection Fee, during non-business hours	\$100.00
Meter Testing (if meter is correct)	\$10.00

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

\$5.84

Volumetric Rate

\$6.76 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

¹ For residential use properties, Section 15-305(b) of Article 3 of Chapter XV of the City Code will determine the level of gallons.

Wastewater System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,800
3/4"	\$6,600
1"	\$12,000
1.5"	\$24,000
2"	\$38,400
3"	\$72,000
4"	\$120,000
6"	\$240,000
8"	\$384,000

Wastewater Connection Fees

Connection Charge and Inspection Fee \$750.00

Private Disposal System Fees

Residential Installation Permit \$250.00
Residential Significant Alteration and Repair Permit \$100.00
Residential Minor Repair \$50.00

Non-Residential Operation Permit \$50.00

Inspection, non-business hours (2-hour charge minimum, additional to inspection fee)	\$15.00 per hour
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ZONING AND DEVELOPMENT FEES

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development: Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$100.00
Rezoning Fee	\$250.00
Conditional/Special Use Permit Fee	\$250.00
Temporary Construction Activities Application	\$100.00
Temporary Construction Activities Permit Fee	\$200.00
Home Occupation Permit Fee	\$5.00
Site Plan Fee	\$200.00 plus \$10.00 per acre
Preliminary Plat Fee	\$300.00 plus \$10.00 per lot
Final Plat Fee	\$300.00 plus \$10.00 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per foot lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Public Improvement Inspection Fee	
Street/Stormwater	Actual cost of inspection + 2% administrative fee
Water/Sewer	Actual cost of inspection

Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00

Sign Fees

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00
Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00
Billboard Sign	\$125.00

SECTION 2: Effective Date. This Resolution shall become effective upon its approval.

SECTION 3: Repealer. Any fees or resolutions inconsistent herewith are hereby repealed and said City Code references (along with other specific fee references throughout the City Code that will now be controlled by the Fee Resolution) will be formally withdrawn via a future ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 14TH DAY OF DECEMBER, 2017.

DONALD ROBERTS, MAYOR

ATTEST:

JANEICE L. RAWLES, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Amendment No. 2 to the Loan Agreement with KDHE for Project No. 2903

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. Amendment No. 1 to the agreement was approved by Council on August 10, 2017. Amendment No. 1 updated the repayment schedule to reflect that the first payment would be made on February 1, 2018 instead of August 1, 2017 since the project was not finished at August 1, 2017.

Amendment No. 2 reduces the loan amount from the \$300,000 in the original agreement to \$247,773.33, the final cost of the Automated Meter Reading Project (\$247,153.90 projects costs + \$619.43 loan origination fee).

Enclosure: Amendment No. 2 KPWSLF Project No. 2903

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

Recommendation: Approve Amendment No. 2 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: December 6, 2017

SECOND 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. 2
EFFECTIVE AS OF NOVEMBER 22, 2017

Second 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 November 22, 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 sections and exhibits to the Loan Agreement, and

WHEREAS, this Second Amendment to the Loan Agreement is entered into and effective as of November 22, 2017;


SECTION 1. Section 2.01 and 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 Second Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of November 22, 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: 11-28-2017

By: _____

Printed Name
Mayor
City of Edgerton

(Seal)

ATTEST:

By: _____

Title: _____

Date: _____

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed ~~\$300,000~~ \$247,773.33 to the Municipality to pay the costs of the Project described in Exhibit A hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Actual Draws - Actual Interest Rate
Amortization of Loan Costs - FINAL

Prepared for:
City of Edgerton, Project No. 2903

Project Principal: 247,153.90
Interest During Const.: 0.00
Service Fee During Const.: 0.00
Loan Origination Fee: 619.43
Loan Reserve Account: 0.00
Financial Integrity Assurance Contract: 0.00
Gross Loan Costs: 247,773.33

11/21/2017
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	247,773.33	1,819.26	5,250.18	408.18	7,477.62	242,523.15
2	8/1/2018	242,523.15	1,891.68	5,161.52	424.42	7,477.62	237,361.63
3	2/1/2019	237,361.63	1,851.42	5,210.82	415.38	7,477.62	232,150.81
4	8/1/2019	232,150.81	1,810.78	5,260.58	406.26	7,477.62	226,890.23
5	2/1/2020	226,890.23	1,769.74	5,310.82	397.06	7,477.62	221,579.41
6	8/1/2020	221,579.41	1,728.32	5,361.54	387.76	7,477.62	216,217.87
7	2/1/2021	216,217.87	1,686.50	5,412.74	378.38	7,477.62	210,805.13
8	8/1/2021	210,805.13	1,644.28	5,464.43	368.91	7,477.62	205,340.70
9	2/1/2022	205,340.70	1,601.66	5,516.61	359.35	7,477.62	199,824.09
10	8/1/2022	199,824.09	1,558.63	5,569.30	349.69	7,477.62	194,254.79
11	2/1/2023	194,254.79	1,515.19	5,622.48	339.95	7,477.62	188,632.31
12	8/1/2023	188,632.31	1,471.33	5,676.18	330.11	7,477.62	182,956.13
13	2/1/2024	182,956.13	1,427.06	5,730.39	320.17	7,477.62	177,225.74
14	8/1/2024	177,225.74	1,382.36	5,785.11	310.15	7,477.62	171,440.63
15	2/1/2025	171,440.63	1,337.24	5,840.36	300.02	7,477.62	165,600.27
16	8/1/2025	165,600.27	1,291.68	5,896.14	289.80	7,477.62	159,704.13
17	2/1/2026	159,704.13	1,245.69	5,952.45	279.48	7,477.62	153,751.68
18	8/1/2026	153,751.68	1,199.26	6,009.29	269.07	7,477.62	147,742.39
19	2/1/2027	147,742.39	1,152.39	6,066.68	258.55	7,477.62	141,675.71
20	8/1/2027	141,675.71	1,105.07	6,124.62	247.93	7,477.62	135,551.09
21	2/1/2028	135,551.09	1,057.30	6,183.11	237.21	7,477.62	129,367.98
22	8/1/2028	129,367.98	1,009.07	6,242.16	226.39	7,477.62	123,125.82
23	2/1/2029	123,125.82	960.38	6,301.77	215.47	7,477.62	116,824.05
24	8/1/2029	116,824.05	911.23	6,361.95	204.44	7,477.62	110,462.10
25	2/1/2030	110,462.10	861.60	6,422.71	193.31	7,477.62	104,039.39
26	8/1/2030	104,039.39	811.51	6,484.04	182.07	7,477.62	97,555.35
27	2/1/2031	97,555.35	760.93	6,545.97	170.72	7,477.62	91,009.38
28	8/1/2031	91,009.38	709.87	6,608.48	159.27	7,477.62	84,400.90
29	2/1/2032	84,400.90	658.33	6,671.59	147.70	7,477.62	77,729.31
30	8/1/2032	77,729.31	606.29	6,735.30	136.03	7,477.62	70,994.01
31	2/1/2033	70,994.01	553.75	6,799.63	124.24	7,477.62	64,194.38
32	8/1/2033	64,194.38	500.72	6,864.56	112.34	7,477.62	57,329.82
33	2/1/2034	57,329.82	447.17	6,930.12	100.33	7,477.62	50,399.70
34	8/1/2034	50,399.70	393.12	6,996.30	88.20	7,477.62	43,403.40
35	2/1/2035	43,403.40	338.55	7,063.11	75.96	7,477.62	36,340.29
36	8/1/2035	36,340.29	283.45	7,130.57	63.60	7,477.62	29,209.72
37	2/1/2036	29,209.72	227.84	7,198.66	51.12	7,477.62	22,011.06
38	8/1/2036	22,011.06	171.69	7,267.41	38.52	7,477.62	14,743.65
39	2/1/2037	14,743.65	115.00	7,336.82	25.80	7,477.62	7,406.83
40	8/1/2037	7,406.83	57.77	7,406.83	13.02	7,477.62	0.00
		Totals	41,925.11	247,773.33	9,406.36	299,104.80	

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider an Amendment to provide a continuation and modification to the Community Lakes Assistance Program Memorandum of Understanding between the City of Edgerton and The Kansas Department of Wildlife, Parks and Tourism

Department: Administration

Background/Description of Item: The Community Fisheries Assistance Program (CFAP) is a state funded program through Kansas Department of Wildlife, Parks & Tourism that improves fishing opportunities at community lakes. There are currently 121 communities or counties participating statewide, including 12 in the Kansas City District, with 220 water bodies enrolled statewide, 39 in Kansas City District. In conjunction with this program, more than 90% of the community lakes in the state provide free fishing access to anglers holding a Kansas State Fishing License.

<http://kdwpt.state.ks.us/Fishing/Special-Fishing-Programs-for-You/Community-Fisheries-Assistance-Program/Program-Overview>

The proposed agreement renews a partnership between the City of Edgerton and the Kansas Department of Wildlife, Parks and Tourism that identifies waived costs to be used as the Department's match for federal reimbursement of expenditures incurred for the Community Fisheries Assistance Program.

The City of Edgerton has taken advantage of this assistance program since 2005. Both Edgerton City Lake and Bridgewater Lake are currently under the agreement that expires December 31, 2017. Edgerton has used this program for stocking fish in the lakes. This year, only Channel Catfish were stocked in the lake, but previously sunfish have also been stocked.

If the agreement renewal is approved, Kansas Department of Wildlife, Parks & Tourism will provide the following services:

- Lease the fishing rights for Edgerton Lake and Bridgewater Lake for \$1,030.00 annual payment to City of Edgerton. 75% of this will be paid to the City by April 1, 2018, and the remainder after October 1.
- Will stock the lakes when they determine necessary.
- Will offer advice.
- Will publicize the exact locations of the lakes.

If the agreement is approved, the City of Edgerton must agree to the following items:

- Cannot charge for fishing at the lakes.
- Must document \$772.50 of operations and maintenance expenditures and submit quarterly.

There is no cost for City of Edgerton to participate in the program. In renewing this agreement, the City may agree on a 5 year term or a 10 year term. In the past the City has only signed the 5 year agreements.

City Attorney has not had the opportunity to review the agreement. However, due to the expiration date of the current agreement of December 31, 2017, staff would recommend approval of the agreement pending any changes from the City Attorney and authorize the Mayor to execute the agreement.

Enclosed: Community Fisheries Assistance Program Contract

Related Ordinance(s) or Statute(s):

Recommendation: Approve an Amendment to provide a continuation and modification to the Community Lakes Assistance Program Memorandum of Understanding between the City of Edgerton and The Kansas Department of Wildlife, Parks and Tourism to include any changes recommended by City Attorney and Authorize the Mayor to Execute the Amendment

Funding Sources: N/A

Prepared by: Scott Peterson, Assistant City Administrator
Date: December 1, 2017

COOPERATOR FISHING ACCESS AGREEMENT: THE KANSAS DEPARTMENT OF WILDLIFE, PARKS AND TOURISM COMMUNITY FISHERIES ASSISTANCE PROGRAM

This Contract is between the Kansas Department of Wildlife, Parks and Tourism, hereinafter called the **Department**, and

Cooperator	Contact Person		
Mailing Address	City	State	Zip Code
Telephone Number	Fax Number		Federal ID Number

hereinafter called the **Cooperator**.

Legal description(s) of land open for public fishing access:

Name _____	Name _____	Name _____	Name _____
County _____	County _____	County _____	County _____
Sec _____	Sec _____	Sec _____	Sec _____
Twn _____	Twn _____	Twn _____	Twn _____
Rng _____	Rng _____	Rng _____	Rng _____
Water Acres: _____	Water Acres: _____	Water Acres: _____	Water Acres: _____

Lease Calculation Criteria: At Department staff discretion, the following criteria will determine the lease amount.

- Minimum base price of \$1,030.00/ cooperator
- \$10/surface acre
- \$5/surface if motor boat angling is allowed
- \$5/surface acre if >75% of the fishable shoreline is publicly accessible
- \$5/acre if a heated fishing dock is operational
- \$5/acre for minimum quality fisheries
- \$5/acre if fish feeding program is established
- \$5/acre if Family Friendly Facility criteria is met
- \$5/acre if an approved Fish Habitat Improvement Program is in Place
- OR if annual fisheries revenue is greater than calculated value:
 - Payment will equal annual revenue for urban waters
 - A maximum of \$5,000 total on non-urban waters up to 75 acres
 - No more that \$75/acre for waters over 75 acres but less than 150 acres
 - Waters equal to or greater than 150 acres, the lease amount will be negotiated

Water contracted areas, as shown in legal descriptions above, are specifically included in the provisions of this Contract. Mark Box ☐ if additional complete legal descriptions are attached, consisting of ____ page(s), which is hereby incorporated by reference, each of which have been initialed by the Cooperator. This agreement represents a pass-through of federal funds and is not a research and development project.

1. The Cooperator agrees to allow public fishing access on the above described tracts of water for _____ years, beginning January 1, _____ and ending December 31, _____.

2. The Department agrees to pay the Cooperator an annual sum of \$ _____, to be paid in two installments, with the first installment of 75% of total amount to be paid as set forth below and the last installment of the remaining 25% to be paid no earlier than October 1.

- ☐ WFO - First installment of 75% of total amount on or about January 31.
- ☐ Non-WFO - First installment of 75% of total amount on or about April 1.

3. On the Contracted areas the Cooperator agrees:

- (a) that the public shall have unrestricted access to said waters for the purpose of fishing;
- (b) That if motorized boating access is allowed by the Cooperator, it shall be limited to access points designated by the Cooperator and there will be no horsepower restrictions. Cooperator may restrict speed of boaters. Allowance of designated boat access through this Contract shall not be interpreted to require the Department to construct, install, or maintain any boating access facility;
- (c) not to stock fish without prior written approval from the Department;
- (d) that if the area is closed for a specific activity for more than 5 days in a calendar year, there will be a prorated payment reduction.

4. On the Contracted land, the Department agrees:

- (a) to notify the public of the exact location of the said areas (s);
- (b) to provide payment for access upon satisfactory completion of this Contract pursuant to Paragraph 2 above;

5. Should the legislature fail to provide sufficient funds, as determined by the Secretary of the Department, the Department may terminate the Contract. In the event of such a termination, written notice and proration provisions of Paragraph 8 shall apply.

6. Inadequate habitat conditions or restriction of public access to said land by the Cooperator during the Contract period may terminate, at the Department's election, all or a portion of this Contract.

7. Change in ownership of the Contracted land may terminate this Contract upon date of closing, provided the Cooperator advises the Department, in writing at least thirty (30) days in advance of the effective date of such change in ownership. Any prepaid contract payments unearned as a result of the change of ownership will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the change of ownership.

8. This Contract can be terminated at any time by either party upon thirty (30) days written notice. If this Contract is terminated for any reason, any prepaid contract payments deemed by the Department as unearned as a result of a termination will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the effective date of such termination.

9. This Contract may be amended at anytime upon written agreement by the Cooperator and the Department.

10. Failure of the Cooperator to comply with these Contract terms may, at the Department's election, be cause for Contract termination; such termination shall be in accordance with the notice and proration provisions of Paragraph 8 above.

11. The Cooperator attests by signature below that said Cooperator holds the right to grant access to the above shown land for the purpose of allowing public fishing.

12. The Cooperator understands the land will be periodically inspected by Department personnel for the purposes of monitoring anglers' conduct and to otherwise enforce all applicable laws of the state (for this latter purpose the Contracted area shall be deemed to be Department controlled land).

13. This writing and its attachments shall constitute the entire agreement between the parties. This Contract shall not be binding upon the Department until executed by the Assistant Secretary for Operations of the Department. The execution by the District Fisheries Biologist is intended to establish the local contact, who procured this Contract, and to whom questions or concerns or any other notices provided hereunder should be directed.

14. This Contract intended to be a license to give access to the Department and public and shall not be deemed a lease or any other instrument that would grant the Department a real property interest in, or title to, the Cooperator's property. The Cooperator, as a property owner, may assert immunity pursuant to K.S.A. 58-3201, et seq., for events arising from the access permitted by this Contract.

15. Cooperator agrees not to charge additional fees to anglers fishing from the shoreline or from a boat.

16. Cooperator agrees to document \$_____ of operations and maintenance expenditures. If Cooperator documents operations and maintenance expenditures of more than \$ _____, extra consideration will be given for prioritization of the Department's capital improvement grants.

17. Documentation of operations and maintenance expenditures, as identified in **Appendix 1**, must be submitted on Department Form CFAP-1, which shall be made available by the Department upon request, and signed by the Cooperator, or an authorized representative. The CFAP-1 form covering expenditures from January 1 to August 31 must be received by the Department no later than October 1 annually. The CFAP-1 form covering expenditures from September 1 to December 31 must be received by the Department no later than January 31 annually. In addition, the Cooperator must provide a written explanation of the expenditures submitted with each CFAP-1 form. Failure to submit reports may result in forfeiture of future lease payments and/or termination of this Contract.

18. This contract is funded in part under the **CFR 15.605 U.S. Sportfish Restoration Act**. The Cooperator, by signing, agrees to comply with all applicable state, federal, and local laws, regulations, ordinances, guidelines, and requirements pertaining to this program.

19. The Cooperator will comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Act of 2014. 2 C.F.R. 200.

20. Cooperator agrees that the Department, or its duly authorized representative, and governmental auditors shall have access for audit purposes to any and all books, documents, papers, and records that are pertinent to this Contract at any reasonable time during the Contract and retention period. Cooperator shall maintain financial records, supporting documents, and other records pertaining to all costs and expenditures incurred under this Contract for a period of three years following submission of the final expenditure report submitted in keeping with OMB A-133 and 43 CFR. If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records shall be retained until all litigation, claims, or audit findings have been resolved.

21. The Cooperator acknowledges and certifies that Cooperator is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

22. The provisions found in Contractual Provisions Attachment (for DA-146a), identified as **Attachment 1**, are hereby incorporated in this Contract.

23. The provisions found in the Office of Management and budget Standard Form 424b, "Assurances – Non-Construction Programs, identified as **Attachment 2**, are hereby incorporated into this Agreement.

24. The provisions of the DI-2010 form and the Standard Form LLL, "Disclosure of Lobbying Activities," shall be incorporated into this Contract and identified as **Attachment 3**.

25. Information concerning the Agreement shall be made available, upon request to any member of the public, unless otherwise excluded under the Kansas Open Records Act, K.S.A. 45-215, et seq.

26. This Contract shall supersede and replace any previous agreement entered into between the Department and the Cooperator.

Cooperator's Signature

Date

District Fisheries Biologist

Date

Assistant Secretary for Operations

Date

Attachment 1

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of January, 2018.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh

Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
APPLICANT ORGANIZATION	DATE SUBMITTED
<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Listing of eligible operations & maintenance activities

Fish feeders and feed	Fish habitat improvement
Mowing fishing access areas	Boat docks
Buoys for fish attractors	Signs
Fishing access trails	Water level management
Fishing access bridges	Public information
Restrooms for anglers	Shoreline trash pick-up
Boat ramps	
Fish cleaning stations	
Fishing piers	
Shoreline stabilization	
Local Government approved Indirect Cost Rate	

These expenses are for operations and maintenance activities only. Development projects are not eligible. Cooperators must use Department form CFAP-1 which must be signed by an authorized representative.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider an Ordinance Establishing a Big Bull Creek Wastewater Treatment Plant Major Maintenance Reserve Fund

Department: Administration

Background/Description of Item:

Per the Contract for Services for Construction of Wastewater Improvements and Transportation and Treatment of Wastewater in an Area Between the City of Edgerton, Kansas and Gardner, Kansas dated May 10, 2012, Article X, the City is required to establish a reserve fund for the major maintenance of the Big Bull Creek Wastewater Treatment Plant. K.S.A. 12-1,117 allows the City to create an equipment reserve fund to save for major equipment purchases. This fund would be established under that statute.

The attached ordinance would establish the Big Bull Creek Wastewater Treatment Plant Major Maintenance Reserve Fund as required by the agreement with Gardner. The initial deposit required by the agreement is \$50,000, which will be funded by a transfer from the Sewer System Development Fund. There is adequate cash balance in the Sewer System Development Fund to make the transfer.

Enclosure: Ordinance No. 1068

Related Ordinance(s) or Statute(s): K.S.A. 12-1,117

Recommendation: Approve Ordinance No. 1068 establishing the Big Bull Creek Wastewater Treatment Plant Major Maintenance Reserve Fund.

Funding Source: The initial deposit of \$50,000 required by the contract with Gardner will be funded by a transfer from the Sewer System Development Fund.

Prepared by: Karen Kindle, Finance Director

Date: October 30, 2017

ORDINANCE NO. 1068

AN ORDINANCE ESTABLISHING THE BIG BULL CREEK WASTEWATER TREATMENT PLANT MAJOR MAINTENANCE RESERVE FUND IN THE CITY OF EDGERTON PURSUANT TO THE CONTRACT FOR SERVICES FOR CONSTRUCTION OF WASTEWATER IMPROVEMENTS AND TRANSPORTATION AND TREATMENT OF WASTEWATER IN AN AREA BETWEEN THE CITY OF EDGERTON, KANSAS AND GARDNER, KANSAS

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

SECTION I. Fund Established

In accordance with K.S.A. 12-1,117 there is hereby established the Big Bull Creek Wastewater Treatment Plant Major Maintenance Reserve Fund which shall be used by the City to finance the major maintenance activities for the Big Bull Creek Wastewater Treatment Plant as required By Article X the Contract for Services for Construction of Wastewater Improvements and Transportation and Treatment of Wastewater in an Area Between the City of Edgerton, Kansas and Gardner, Kansas dated May 10, 2012 ("Contract for Services"). The City Administrator, or their designee, shall approve all expenditures made from the fund.

SECTION II. Policy Objective

As established by Article X of the Contract for Services, it is the policy objective of the Governing Body that the Big Bull Creek Wastewater Treatment Plant Major Maintenance Reserve Fund shall be used to finance major maintenance activities for the Big Bull Creek Wastewater Treatment Plant. It was the intention of the parties to the Contract for Services to require the creation, and the matching of initial funding, of the Big Bull Creek Wastewater Treatment Plant Major Maintenance Reserve Fund to occur within sixty (60) days of substantial completion of the project. Discussions between the parties have delayed the Fund's creation and in turn the initial deposit into the same. The parties are now prepared to act pursuant to Article X of the Contract for Services and the creation of the Big Bull Creek Wastewater Treatment Plant Major Maintenance Reserve Fund is necessary to pay for major maintenance costs which arise in the future.

SECTION III. Effective Date. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND APPROVED THIS _____, 2017.

/s/ Donald Roberts
Donald Roberts, Mayor

ATTEST:

/s/ Janeice Rawles
Janeice Rawles
City Clerk

APPROVED AS TO FORM:

/s/ Lee W. Hendricks
Lee W. Hendricks
City Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Water and Sewer Utility Rate Study Report

Department: Utilities

Background/Description of Item:

The City's utility functions are enterprises operations, and as such, are designed to be self-supporting. The revenue provided by the rates should be sufficient to cover the costs of the operations, capital projects and debt service. An industry best practice is to review rates and financial plans for the utility operations on a regular basis to ensure the utilities remain self-supporting.

On October 22, 2015, the Edgerton City Council approved a proposal from Raftelis Financial Consultants, Inc. (RFC) to perform a comprehensive utility rate study for both the water and sewer utilities. On March 10, 2016, the Council approved Resolution No. 03-10-2016A, which increased the rates for both utilities and changed the structure of the water rates.

Due to the time elapsed since that study, the addition of sewer customers at LPKC and the implementation of the new rates on May 1, 2016, the City Administrator engaged RFC to update the rate study and review the financial status of both utilities. The objectives of the study were to (1) develop financial plans for the water and sewer enterprises to ensure financial sufficiency, meet operation and maintenance (O&M) expense, debt service and improve the financial health of the utilities; and (2) develop sound and sufficient reserve fund targets.

RFC worked with staff to update the multi-year financial plans for each utility using updated billing and expenditure data since the original study in 2015. In addition, RFC analyzed data from LPKC sewer customers who have connected to the sewer system since the 2015 study. Please find included with this packet RFC's Comprehensive Water and Sewer Rate Study Update Report. The report includes a comparison of Edgerton water and sewer rates with nearby cities. Attached to this agenda form is a comparison of the total utility bill including costs for trash service for Edgerton and the nearby cities. Edgerton's rates are among the lowest of the comparison cities.

Water Utility

RFC recommends a 2% increase in rates for 2018-2023. These recommended rate increases would provide some additional funding for future equipment replacement and water-related capital projects.

Sewer Utility

RFC recommends a 5% increase in rates for 2018, 2019 and 2020, a 4% increase in 2021 and a 3% increase in each year thereafter. The recommended rate increases are necessary to cover the debt service for the conversion of the old treatment plant into a lift station, for which principal repayment begins in 2023. In years 2018-2022, the recommended rate increases allow the City to gradually increase the rates to meet the debt service required in 2023 while providing a few years where funds can be transferred to reserves for equipment replacement or other sewer-related capital projects.

Should Council decide to make changes to the utility rates for 2018, staff will work with the City attorney to update the fee resolution to reflect those changes, and bring that item to a future Council meeting for consideration.

In addition, staff will bring forward a policy regarding reserve targets for consideration at a future meeting.

Enclosure: RFC Comprehensive Water and Sewer Rate Study Update Report
Comparison of Utility Rates Including Trash Service

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

Recommendation: Accept the Water and Sewer Rate Study Report, and increase the sewer rates for 2018 as recommended in the report, including setting a date for the rate increase to take effect.

Funding Source: N/A

Prepared by: Karen Kindle, Finance Director
Date: December 12, 2017



Edgerton, KS

Comprehensive Water and Sewer Rate Study Update

Final Report / December 11, 2017



3013 Main Street
Kansas City, MO 64108

Phone 816.285.9024
Fax 816.285.9021

www.raftelis.com

December 11, 2017

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

Subject: Water and Wastewater Financial Plan Study Report

Dear Ms. Linn,

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to provide this Water and Sewer Financial Plan Study Report (Report) for the City of Edgerton (City) to establish retail water and wastewater rates that are equitable and adequate.

The major objectives of the study include the following:

- » Develop financial plans for the water and sewer enterprises to ensure financial sufficiency, meet operation and maintenance (O&M) expense, debt service, and improve the financial health of the utilities.
- » Develop sound and sufficient reserve fund targets.

The Report summarizes the key findings and recommendations related to the development of the financial plans for Water and Sewer utilities and the development of the updated rates.

It has been a pleasure working with you, and we thank you and the City staff for the support provided during the course of this study.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'Thomas A. Beckley', with a long, sweeping flourish extending to the right.

Thomas Beckley
Senior Manager

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INTRODUCTION

BACKGROUND OF THE STUDY

The City of Edgerton retained RFC in 2017 to update a prior Utility Rate Study (Study). The purpose of the Study was to develop financial plans and rates to promote self-sustainability of the City's separate water and sewer utilities and recommend retail rates for service consistent with the financial plans for the utilities.

Objectives of the Study

The major objectives of the study include the following:

- » Develop financial plans for the water and sewer enterprises to ensure financial sufficiency, meet operation and maintenance (O&M) expense, debt service, and improve the financial health of the utilities
- » Develop sound and sufficient reserve fund targets

CUSTOMER DATA

During the course of this project, the City provided RFC with a variety of financial information, including but not limited, audited and unaudited financial results, customer billing data, and cost and revenue data. RFC did not independently assess or test for the accuracy of such data – historic or projected. We have relied on this data in the formulation of our findings and subsequent recommendations, as well as in the preparation of this report. Figure 1 shows customer account data for 2016. The Study assumes 0% account and usage growth among the City's retail customers over the study period. Sewer usage for LPKC was estimated using the most current data available and based on the customers connected to the City as of October 31, 2017.

Figure 1: 2016 Customer Account Data

Utility	Annual Bills	Usage (1000 Gallons)
Water	8,038	33,364
Sewer	6,894	88,421

REVENUE REQUIREMENTS

The revenue requirements for the City's water and sewer utility include the O&M expense for each utility as well as debt service. The operating and maintenance expense is escalated to reflect expected inflationary increases in costs in future years. The debt service is based on the City's current outstanding debt, including the most recently issued debt used to finance improvements to the City's sewer utility. The financial plans do not currently include any capital improvements for either utility, though City Staff indicates such improvements may be necessary in the future, including potential expansion of the wastewater treatment plant.

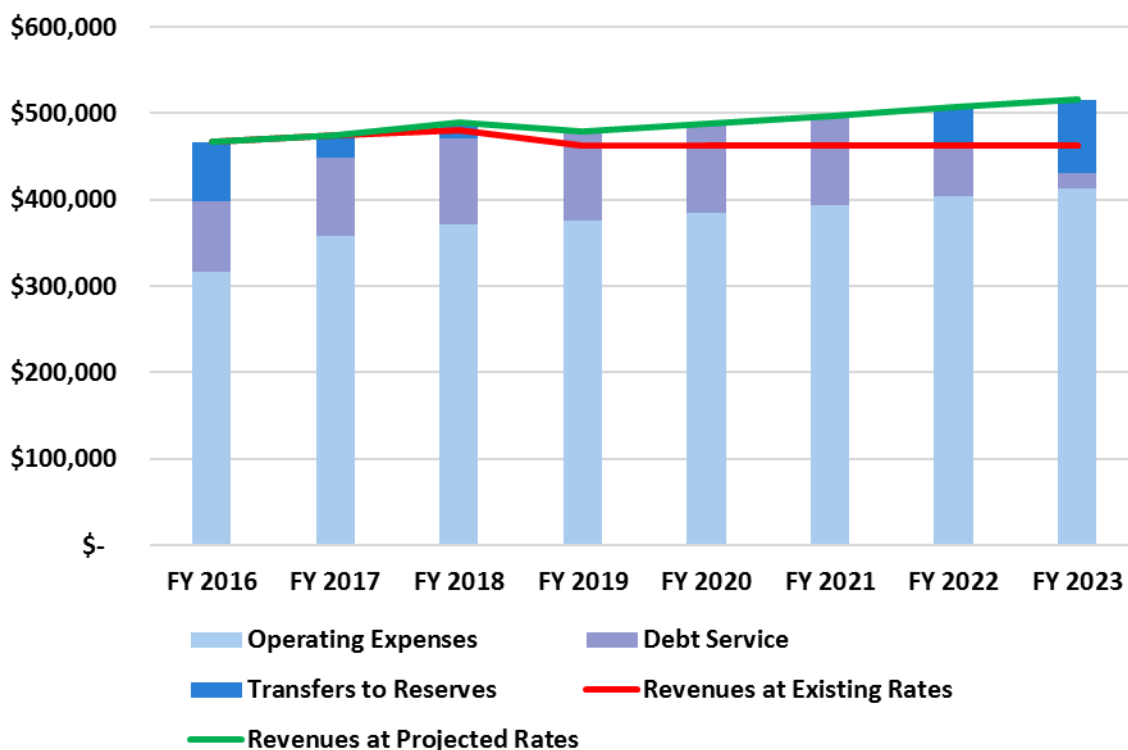
WATER RATE STUDY FINDINGS

RFC updated a six-year water utility financial plan for the study period. This plan determines the financial status of the water utility under recommended rates. Tables in the Appendix show the development of the financial plan. RFC recommends annually updating the water financial plan to recognize changes in capital improvements, customer's water usage characteristics and system growth.

Based on the water utility's current revenue requirements we are proposing an increase in the water rates of 2% in FY 2018 through FY 2023. Edgerton maintains a balance of at least 60 days operating expenses and debt service in Fund 20 and 120 days operating expenses and debt service in Fund 23. The City exceeds this target for each year of the study period. These levels of rate increases will provide some additional funding for capital projects in future years based on the current projections of customers, usage, and O&M expense.

Figure 2 graphically depicts the water financial plan under the proposed rate increases. Figure 4 shows a typical residential customer bill of 3,000 gallons per month under the proposed rates for the next six years.

Figure 2: Proposed Water Financial Plan



The water utility's existing and proposed water rates for inside city customers are shown below in Figure 3. Outside city rates are shown in Figure 4.

Figure 3: Proposed Inside City Water Rates

Description	FY17	FY18	FY19	FY20	FY21	FY22	FY23
Volume Charge per 1000 Gallons							
0-2000	\$ 3.95	\$ 4.03	\$ 4.12	\$ 4.21	\$ 4.30	\$ 4.39	\$ 4.48
2001-10000	8.89	9.07	9.26	9.45	9.64	9.84	10.04
10001 and Above	12.27	12.52	12.78	13.04	13.31	13.58	13.86
Monthly Charge							
5/8"	19.23	19.62	20.02	20.43	20.84	21.26	21.69
3/4"	20.44	20.85	21.27	21.70	22.14	22.59	23.05
1"	22.87	23.33	23.80	24.28	24.77	25.27	25.78
1 1/2"	28.92	29.50	30.09	30.70	31.32	31.95	32.59
2"	36.19	36.92	37.66	38.42	39.19	39.98	40.78
3"	53.14	54.21	55.30	56.41	57.54	58.70	59.88
4"	77.36	78.91	80.49	82.10	83.75	85.43	87.14
6"	137.90	140.66	143.48	146.35	149.28	152.27	155.32
8"	210.56	214.78	219.08	223.47	227.94	232.50	237.15

Figure 4: Proposed Outside City Water Rates

Description	FY17	FY18	FY19	FY20	FY21	FY22	FY23
Volume Charge per 1000 Gallons							
0-2000	\$ 5.93	\$ 6.05	\$ 6.18	\$ 6.31	\$ 6.44	\$ 6.57	\$ 6.71
2001-10000	13.34	13.61	13.89	14.17	14.46	14.75	15.05
10001 and Above	18.41	18.78	19.16	19.55	19.95	20.35	20.76
Monthly Charge							
5/8"	28.85	29.43	30.02	30.63	31.25	31.88	32.52
3/4"	30.66	31.28	31.91	32.55	33.21	33.88	34.56
1"	34.31	35.00	35.70	36.42	37.15	37.90	38.66
1 1/2"	43.38	44.25	45.14	46.05	46.98	47.92	48.88
2"	54.29	55.38	56.49	57.62	58.78	59.96	61.16
3"	79.71	81.31	82.94	84.60	86.30	88.03	89.80
4"	116.04	118.37	120.74	123.16	125.63	128.15	130.72
6"	206.85	210.99	215.21	219.52	223.92	228.40	232.97
8"	315.84	322.16	328.61	335.19	341.90	348.74	355.72

A typical residential customer water bill for 3,000 gallons per month of usage is shown below in Figure 5.

Figure 5: Typical Customer Water Bill (3,000 gallons per month)

FY17	FY18	FY19	FY20	FY21	FY22	FY23
\$ 31.08	\$ 31.71	\$ 32.38	\$ 33.06	\$ 33.74	\$ 34.43	\$ 35.13

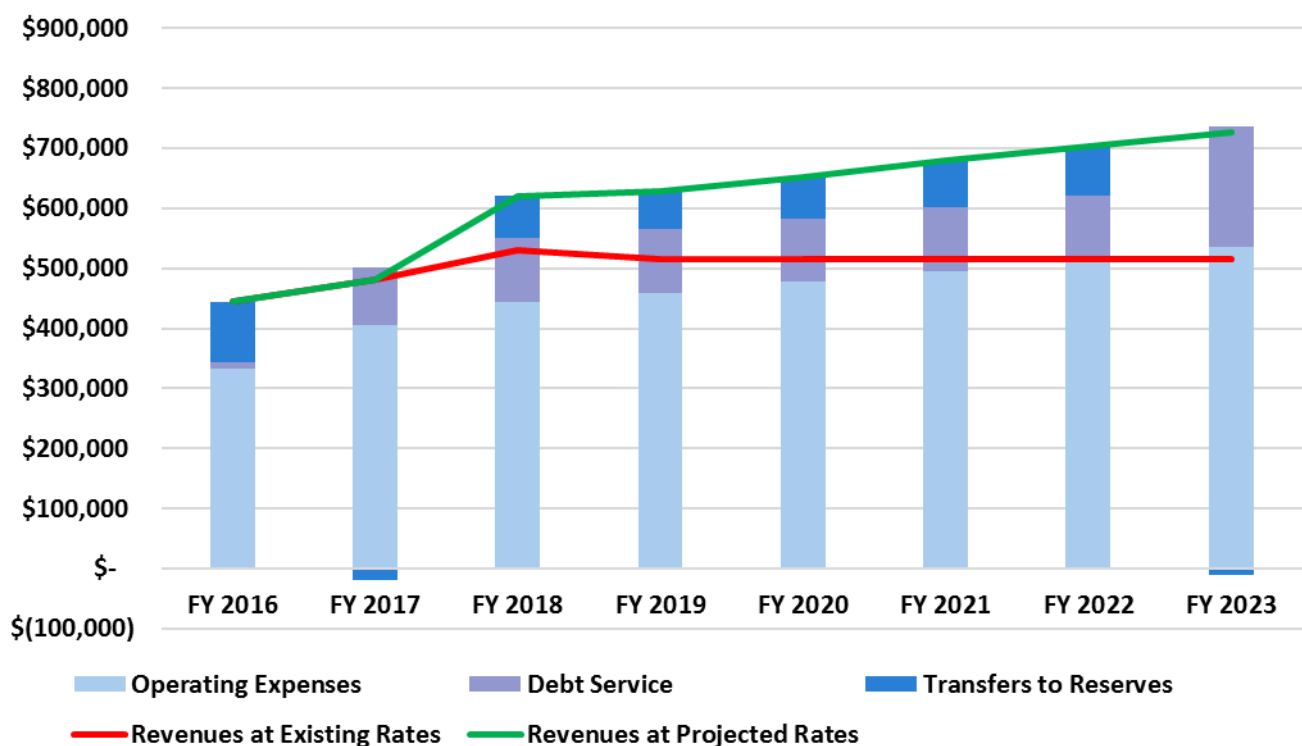
SEWER RATE STUDY FINDINGS

RFC updated a six-year sewer utility financial plan for the study period. This plan determines the financial status of the sewer utility under recommended rates. Tables in the Appendix show the development of the financial plan. RFC recommends annually updating the sewer financial plan to recognize changes in capital improvements, customer's usage characteristics and system growth, especially as usage from the LPKC continues to evolve.

Based on the revenue requirements for the sewer utility we are proposing an increase in the sewer rates for the City's retail customers of 5% in FY 2018 through FY 2020, 4% in FY 2021, and 3% in each year thereafter. While projections show that the sewer utility will generate some contributions to reserves in FY 2018 through FY 2022, these rate increases are necessary to provide the ability to pay principal on the utility's most recent debt issuance which will begin in FY 2023. Edgerton maintains a balance of at least 60 days operating expenses and debt service in Fund 30 and 120 days operating expenses and debt service in Fund 33.

Figure 6 graphically depicts the sewer financial plan. Figure 7 shows a proposed sewer rate schedule for the next six years. Figure 8 shows a typical residential bill of 3,000 gallons per month.

Figure 6: Proposed Sewer Financial Plan



The sewer utility's existing and proposed rates are shown below in Figure 7.

Figure 7: Proposed Sewer Rates

	FY17	FY18	FY19	FY20	FY21	FY22	FY23
Volume Charge per 1000 Gallons	\$ 6.76	\$ 7.10	\$ 7.46	\$ 7.84	\$ 8.16	\$ 8.41	\$ 8.67
Monthly Charge	5.84	6.14	6.45	6.78	7.06	7.28	7.50
Gardner Charge per 1000 Gallons	2.00	3.29	3.29	3.31	3.45	3.60	3.76

A typical residential customer sewer bill for 3,000 gallons per month of usage is shown below in Figure 8.

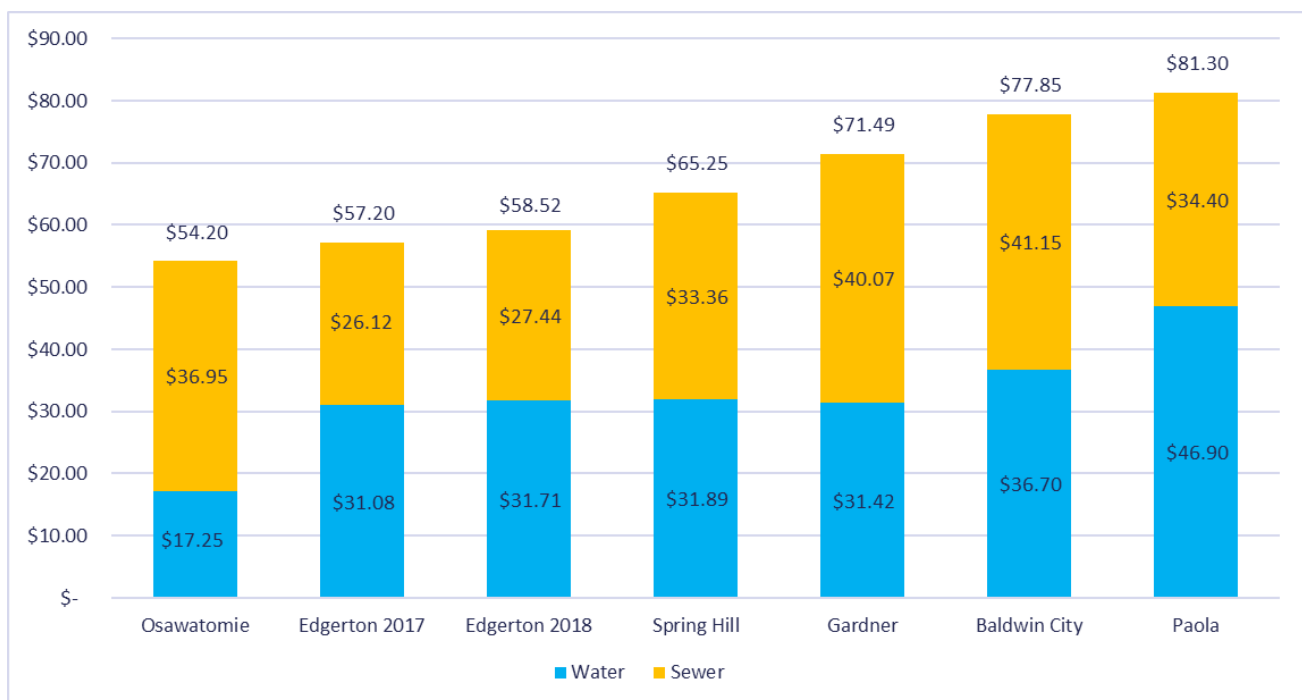
Figure 8: Typical Customer Sewer Bill (3,000 gallons per month)

FY17	FY18	FY19	FY20	FY21	FY22	FY23
\$ 26.12	\$ 27.44	\$ 28.83	\$ 30.30	\$ 31.54	\$ 32.51	\$ 33.51

WATER AND SEWER BILL COMPARISON

Even after the proposed 2018 rate increase, Edgerton water and sewer rates will still be lower than most neighboring communities. Figure 9 compares a typical bill of 3,000 gallons per month under Edgerton rates in 2017 and 2018 and rates in Gardner, Paola, Spring Hill, Baldwin City, and Osawatomie in 2017.

Figure 9: Bill Comparison



APPENDIX

Figure 10: Water Financial Plan

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
	<i>Actual</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>
<u>Water Summary</u>								
REVENUE								
Retail Customer Revenue	\$ 433,519	\$ 411,465	\$ 419,798	\$ 428,540	\$ 437,381	\$ 446,281	\$ 455,395	\$ 464,652
Other Revenue	33,138	62,667	69,750	51,250	51,250	51,250	51,250	51,250
Total Revenue	\$ 466,657	\$ 474,132	\$ 489,548	\$ 479,790	\$ 488,631	\$ 497,531	\$ 506,645	\$ 515,902
REVENUE REQUIREMENTS								
Operating Expenses	\$ 316,477	\$ 357,455	\$ 371,050	\$ 376,261	\$ 385,134	\$ 394,263	\$ 403,660	\$ 413,335
Existing Debt Service	82,390	91,452	100,508	100,508	100,508	100,508	59,313	18,118
Proposed Debt Service	-	-	-	-	-	-	-	-
Rate Funded Capital	-	-	-	-	-	-	-	-
Budgeted Transfer to Reserves	-	-	-	-	-	-	-	-
Total Revenue Requirements	\$ 398,867	\$ 448,907	\$ 471,558	\$ 476,768	\$ 485,641	\$ 494,771	\$ 462,973	\$ 431,453
Surplus/(Deficit)	\$ 67,790	\$ 25,225	\$ 17,990	\$ 3,021	\$ 2,990	\$ 2,759	\$ 43,672	\$ 84,450
Revenue Adjustment			2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Fund Balances								
Fund 20 - Operating Fund (60 Days)	\$ 288,664	\$ 322,910	\$ 78,373	\$ 79,831	\$ 81,332	\$ 76,105	\$ 70,924	\$ 72,562
Fund 23 - Water Reserve Fund (120 Days)	-	113,615	156,746	158,308	159,797	152,210	141,847	145,123
Fund 26 - Water System Development Fund	162,500	162,500	162,500	162,500	162,500	162,500	162,500	162,500
Fund 27 - Water Equipment Reserve Fund	-	84,004	303,400	303,400	303,400	318,973	378,189	457,726

Figure 11: Sewer Financial Plan

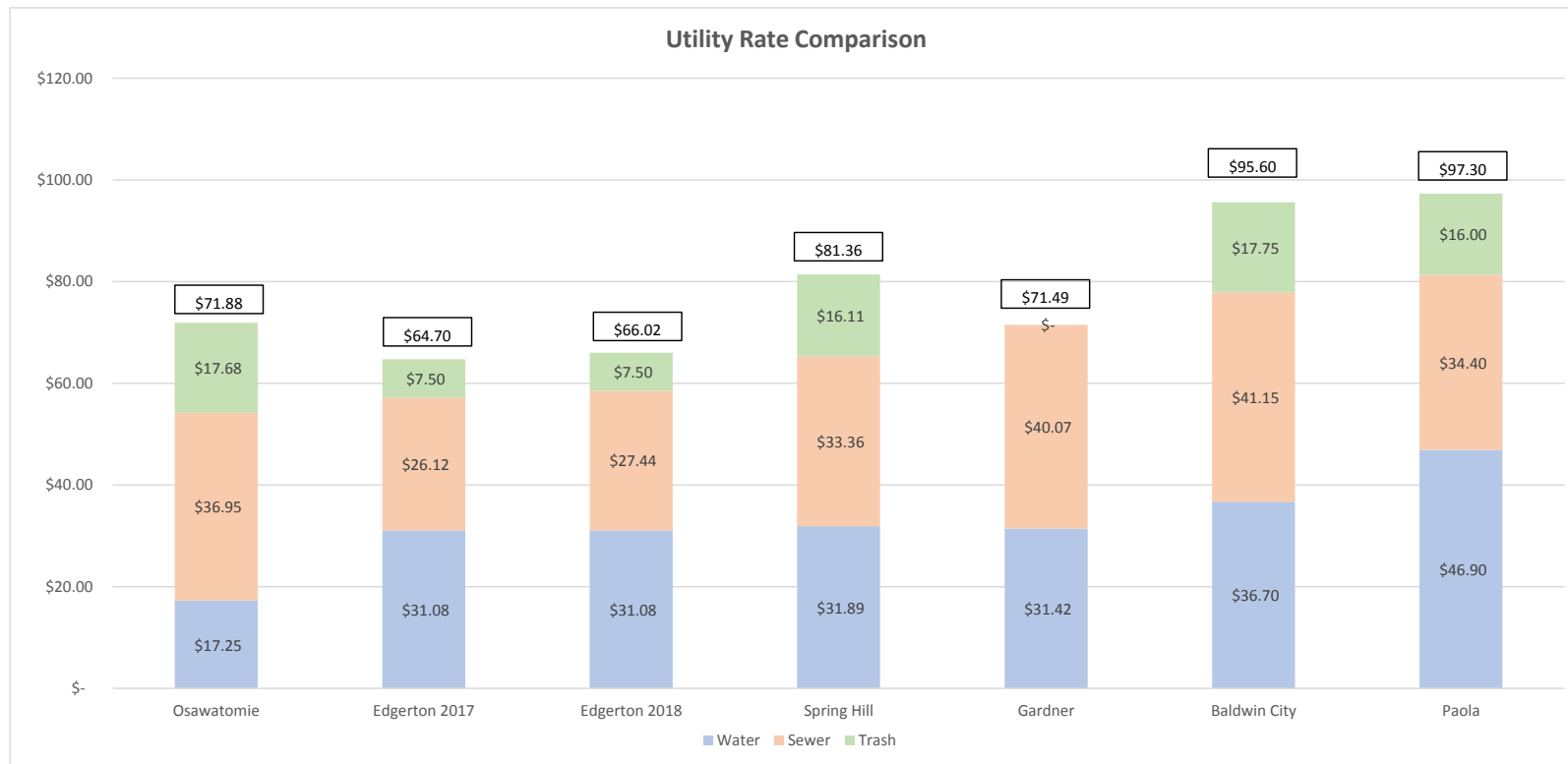
	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
	<i>Actual</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>
<u>Sewer Summary</u>								
REVENUE								
Retail Customer Revenue	\$ 346,139	\$ 359,543	\$ 423,819	\$ 445,300	\$ 467,992	\$ 487,117	\$ 502,066	\$ 517,553
Wholesale Revenue	-	109,500	180,128	180,128	181,223	188,888	197,100	205,860
Other Revenue	98,558	11,650	16,800	3,000	3,000	3,000	3,000	3,000
Total Revenue	\$ 444,697	\$ 480,693	\$ 620,747	\$ 628,427	\$ 652,215	\$ 679,004	\$ 702,166	\$ 726,413
REVENUE REQUIREMENTS								
Operating Expenses	\$ 333,621	\$ 406,140	\$ 443,017	\$ 459,561	\$ 476,985	\$ 495,347	\$ 514,709	\$ 535,138
Existing Debt Service	10,081	94,266	107,362	106,475	106,475	106,475	106,475	201,475
Proposed Debt Service	-	-	-	-	-	-	-	-
Rate Funded Capital	-	-	-	-	-	-	-	-
Budgeted Transfer to Reserves	-	-	-	-	-	-	-	-
Total Revenue Requirements	\$ 343,703	\$ 500,406	\$ 550,379	\$ 566,036	\$ 583,460	\$ 601,822	\$ 621,184	\$ 736,613
Surplus/(Deficit)	\$ 100,994	\$ (19,713)	\$ 70,367	\$ 62,391	\$ 68,754	\$ 77,182	\$ 80,982	\$ (10,200)
Revenue Adjustment			5.00%	5.00%	5.00%	4.00%	3.00%	3.00%
Fund Balances								
Fund 30 - Operating Fund (60 Days)	\$ -	\$ 163,552	\$ 93,047	\$ 95,911	\$ 98,930	\$ 102,112	\$ 121,087	\$ 110,887
Fund 33 - Sewer Reserve Fund (120 Days)	-	16,330	157,203	191,823	197,859	204,225	242,174	242,174
Fund 36 - Sewer System Development Fund	-	700,366	700,366	700,366	700,366	700,366	700,366	700,366
Fund 37 - Sewer Equipment Reserve Fund	-	33,108	33,108	58,015	117,714	185,348	209,406	209,406



City of Edgerton
Comparison of Utility Rates - Including Trash
12/6/2017

Service	City						
	Osawatomie	Edgerton 2017	Edgerton 2018	Spring Hill	Gardner	Baldwin City	Paola
Water	\$ 17.25	\$ 31.08	\$ 31.08	\$ 31.89	\$ 31.42	\$ 36.70	\$ 46.90
Sewer	\$ 36.95	\$ 26.12	\$ 27.44	\$ 33.36	\$ 40.07	\$ 41.15	\$ 34.40
Trash	\$ 17.68	\$ 7.50	\$ 7.50	\$ 16.11	n/a *	\$ 17.75	\$ 16.00
Total	\$ 71.88	\$ 64.70	\$ 66.02	\$ 81.36	\$ 71.49	\$ 95.60	\$ 97.30
Trash Notes:							
Trash	X	X	X	X	n/a *	X	X
Recycling	X	X	X	X	n/a *	X optional incl in total above	X
Yard Waste				limited to 3 30 gallon bags	n/a *	X	
Bulk Items	1 per month	1 per month	1 per month	1 per month	n/a *		1 per month

* Citizens contract on their own



AGENDA ITEM INFORMATION FORM

Agenda Item: Consider A Facility Use And Maintenance Agreement With Johnson County Library For Edgerton Library

Department: Administration

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

Upon review of the previous agreement, City Attorney recommends updating the document to structure it as an annual agreement more similar to other annual agreement considered by the Edgerton City Council to be effective from January 1, 2018 to December 31, 2018. The agreement includes changes suggested by Edgerton City Attorney and agreed to by Johnson County Library attorney. The fees for 2018 remain the same.

Enclosure: Tracked copy to indicate changes to Facility Use and Maintenance Agreement
Clean copy of updated Facility Use and Maintenance Agreement

Related Ordinance(s) or Statute(s):

Recommendation: Approve A Facility Use And Maintenance Agreement With Johnson County Library For Edgerton Library

Funding Source: N/A

Prepared by: Scott Peterson, Assistant City Administrator
Date: December 7, 2017

FACILITY USE AND MAINTENANCE AGREEMENT -

MEMORANDUM OF RENEWAL

THIS FACILITY USE AND MAINTENANCE AGREEMENT ~~—MEMORANDUM OF RENEWAL—~~(the Agreement) is made this _____ day of December, 2017~~6~~, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library. The parties agree as follows:

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

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

SECTION THREE: CITY'S RESPONSIBILITIES

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

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3.

~~4. Security. The City acknowledges that JCL will have to continue to take steps to secure the Library Site and to safeguard JCL materials used in the operation of the public library at the Library Site. The City agrees all such security measures are the sole prerogative of JCL.~~

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SECTION FOUR: JCL'S RESPONSIBILITIES

1. Agreement to Use the Library Site. JCL agrees to continue to maintain a public library at the Library Site of the Facility. The parties agree that library services, selection of materials, and establishment of hours of service are the sole prerogative of JCL.

2. Library Operations. During the term of this Agreement, JCL shall operate the hours of the library as determined by JCL with no prior approval from the City. The City, however, may recommend changes to the operational hours of the library, and JCL agrees to reasonably consider such recommendations.

3. Usage of Facilities for City Functions. JCL agrees to allow the City to use the Facility for City functions upon reasonable notice, ~~as may be required when City Hall is not otherwise available for use and the~~ nd in the event the Facility is not otherwise reserved for use by another party during regular library hours of service.

4. Usage and Maintenance Fee. JCL agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of \$500.00 per month. The Fee shall be paid monthly by the first day of the each month.

~~4.5.~~ Security. JCL shall be solely responsible for securing the Library Site and safeguarding JCL materials used in the operation of the public library at the Library Site. The City agrees all such security measures are the sole prerogative of JCL.

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~~5.6.~~ Maintenance of Library Site and Payment of Utilities. JCL agrees to maintain and keep in good repair the Library Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Library Site and to make all payments due for utilities used for the Library Site in a timely manner.

SECTION FIVE: FAILURE TO MAKE REPAIRS

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

SECTION SIX: TERM

The term of this Agreement shall be one year beginning January 1, 2017 through December 31, 2017, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

SECTION SEVEN: INSURANCE AND HOLD HARMLESS

1. City's Insurance. The City shall maintain commercial general liability insurance for the Facility in the amount of at least \$500,000 per occurrence. Such insurance shall include provisions providing for the City to indemnify, defend, and hold JCL harmless for all loss that may occur or be claimed on or about The Facility resulting from the City's acts or omissions, or of its agents or employees. The City also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on any personal property used, stored, or kept at The Facility by the City. The City agrees to furnish JCL with certificates of insurance reflecting the above requirements.
2. JCL's Insurance. JCL shall maintain commercial general liability insurance for such premises and its operations at the Facility in the amount of at least \$500,000 per occurrence, and shall name City as an additional insured. Such insurance shall also include provisions providing for JCL to indemnify, defend, and hold City harmless for all loss that may occur or be claimed on or about The Facility resulting from JCL's acts or omissions, or the acts or omissions of its agents, employees, or invitees. JCL also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on its personal property used, stored, or kept at The Facility. JCL agrees to furnish City with certificates of insurance reflecting the above requirements, or to provide certification that all such requirements are being met through insurance provided on behalf of JCL by Johnson County Risk Management.
3. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.
4. Kansas Tort Claims Act. Nothing herein shall be construed as either the City or JCL waiving the immunities and liability limitations afforded to them by the Kansas Tort Claims Act. Additionally, the parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) and the Kansas Budget Law (K.S.A. 79-2935 *et seq.*), and amendments thereto.

IN WITNESS WHEREOF, the parties have set their hands this ____ day of December, 2016⁷.

CITY OF EDGERTON, KANSAS

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

~~Patrick G. Reavey~~ Lee W. Hendricks, City Attorney

BOARD OF DIRECTORS OF THE JOHNSON
COUNTY LIBRARY

Pamela Robinson, Chair

ATTEST:

Secretary

APPROVED AS TO FORM:

Fred J. Logan, Jr., Attorney

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this _____ day of December, 2017, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library. The parties agree as follows:

SECTION ONE: City's Agreement to Make a Facility Available for a Branch Library. The City owns the former Edgerton Bank building located at _____ (hereinafter "the Facility") and desires to authorize JCL to use an agreed area of the Facility (hereinafter the "Library Site") for the purposes of establishing and maintaining a public library.

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

SECTION THREE: CITY'S RESPONSIBILITIES

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

SECTION FOUR: JCL'S RESPONSIBILITIES

1. Agreement to Use the Library Site. JCL agrees to continue to maintain a public library at the Library Site of the Facility. The parties agree that library services, selection of materials, and establishment of hours of service are the sole prerogative of JCL.

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

SECTION FIVE: FAILURE TO MAKE REPAIRS

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

SECTION SIX: TERM

The term of this Agreement shall be one year beginning January 1, 2017 through December 31, 2017, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

SECTION SEVEN: INSURANCE AND HOLD HARMLESS

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

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

2. JCL's Insurance. JCL shall maintain commercial general liability insurance for such premises and its operations at the Facility in the amount of at least \$500,000 per occurrence, and shall name City as an additional insured. Such insurance shall also include provisions providing for JCL to indemnify, defend, and hold City harmless for all loss that may occur or be claimed on or about The Facility resulting from JCL's acts or omissions, or the acts or omissions of its agents, employees, or invitees. JCL also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on its personal property used, stored, or kept at The Facility. JCL agrees to furnish City with certificates of insurance reflecting the above requirements, or to provide certification that all such requirements are being met through insurance provided on behalf of JCL by Johnson County Risk Management.
3. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.
4. Kansas Tort Claims Act. Nothing herein shall be construed as either the City or JCL waiving the immunities and liability limitations afforded to them by the Kansas Tort Claims Act. Additionally, the parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) and the Kansas Budget Law (K.S.A. 79-2935 *et seq.*), and amendments thereto.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of December, 2017.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON
COUNTY LIBRARY

Donald Roberts, Mayor

Pamela Robinson, Chair

ATTEST:

ATTEST:

Janeice Rawles, City Clerk

Secretary

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

APPROVED AS TO FORM:

Fred J. Logan, Jr., Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider an Agreement with the Johnson County Sheriff's Department for the Provision of Law Enforcement Services for Fiscal Year 2018 and Authorize the Mayor to Execute the Agreement

Department: Administration

Background/Description of Item: The City of Edgerton contracts with the Johnson County Sheriff's Office to provide law enforcement services to the citizens of Edgerton. The services as described in the agreement for 2018 are identical as previous years and include law enforcement duties customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City. The County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain these services.

The agreement states that generally the level of service shall be the same that is provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district on a full-time basis, twenty-four (24) hours a day. A fully-manned patrol car shall ordinarily be stationed in the Edgerton district and an additional fully-manned patrol car or patrol cars shall be available as needed from adjacent districts. Due to the growth of Edgerton corporate city limits, the 2018 Agreement includes an updated boundary for the Edgerton district with the following boundaries:

- the Johnson County line on the west and south;
- 167th Street on the north;
- and Gardner Road/Center Street on the east.

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

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

The term of the agreement is January 1, 2018 through December 31, 2018.

The annual cost of the contract increased by 1.07% from 2017 for a total of \$290,677. The approved 2018 budget includes \$334,534 for contracted law enforcement services from the Sheriff's Office.

If the Sheriff's Office incurs overtime expenses for the purpose of providing officers to appear as witnesses to testify in the City's Municipal Court or for special events, such overtime expenses shall be billed as an additional cost provided that overtime shall not exceed \$5,000 during the term of this Agreement.

If the Sheriff's Office incurs average fuel costs that exceed the average price per gallon of \$1.67 used at the time of calculating the annual cost of the Agreement, a surcharge shall be billed to the City as an

additional cost as a variable quarterly fuel adjustment based on the average of actual fuel costs incurred for the most recent calendar quarter.

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

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

Recommendation: Approve an Agreement with the Johnson County Sheriff's Department for the Provision of Law Enforcement Services for Fiscal Year 2018 and Authorize the Mayor to Execute the Agreement

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

Prepared by: Beth Linn, City Administrator
Date: December 1, 2017

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

The Johnson County line on the
west and south; 167th Street on
the north; and Gardner Road/Center Street
on the east.

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

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

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

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

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

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

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

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

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

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

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

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

14. Effective Date. Unless terminated earlier as provided for herein, this Agreement shall be effective for the period of January 1, 2018 through December 31, 2018. At the option of the City, with the consent of the County and the Sheriff, this Agreement shall be renewed for successive periods of not to exceed one year each. In the event the Sheriff fails to approve in writing such renewal within thirty (30) days of its submission to the Sheriff, this Agreement shall be null and void.

15. Renewal. In the event the City desires to renew this Agreement for any succeeding period, the mayor of the City, not later than two (2) months preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than thirty (30) days prior to the expiration date of this Agreement, shall notify the City of its

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

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

17. Cost. The City agrees to pay the County, subject to the limitations of paragraph 20, the amount of Two Hundred Ninety Thousand Six Hundred and Seventy-Seven Dollars (\$290,677) as the costs of performing all services covered by this Agreement; provided, that if the cost of providing the service under this Agreement changes, the City shall be notified of each such change in writing; provided, further, that in the event the City alters or extends its boundaries and/or requests a second unit to provide service hereunder, then the cost of performing all services covered by this Agreement may be renegotiated and mutually agreed upon, by supplemental writing, by and between the Sheriff and City. "Cost" as used herein shall not include items of expense attributable to service or facilities normally provided or made available to the entire County as part of the Sheriff's obligation to enforce State law. All monetary considerations paid by the City to the County pursuant to this Agreement shall be expended by the County solely for law enforcement purposes in accordance with K.S.A. 12-2909.

18. Additional Expenses. To the extent that the Sheriff's Office incurs overtime expenses for the purpose of providing officers to appear as witnesses to testify in the City's Municipal Court or for special events, such overtime expenses shall be billed as an additional cost hereunder, provided, however, that overtime hereunder shall not exceed Five Thousand Dollars (\$5,000) during the term of this Agreement. Further, to the extent that the Sheriff's Office incurs average fuel costs that exceed the average price per gallon of \$1.67 used at the time of calculating the Cost stated in paragraph 17 above, a surcharge shall be billed to the City as an additional cost hereunder, which surcharge shall represent a variable quarterly fuel adjustment based on the average of actual fuel costs incurred for the most recent calendar quarter.

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

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

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

22. Notice. For the purpose of any notice in writing required herein, any such notice to the County shall be addressed to the Johnson County Sheriff, 27747 W. 159th Street, New Century, Kansas, 66031. Any notice to the City shall be addressed to the City Clerk, City Hall, Edgerton, Kansas 66021.

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

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

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

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

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

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

CITY OF EDGERTON, KANSAS

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Lee Hendricks
City Attorney

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Ed Eilert, Chairman

ATTEST:

Linda Barnes, Deputy County Clerk

SHERIFF OF JOHNSON COUNTY, KANSAS:

Calvin Hayden, Sheriff

APPROVED AS TO FORM:

Nicholas Saldan
Assistant County Counselor

AGENDA ITEM INFORMATION FORM

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

Department: Administration

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

The enclosed draft agreement continues that arrangement for 2018. In 2017 the agreement added a few minor changes from previous agreements. A summary of those changes is below:

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

The agreement contemplates that EHS would agree to pay the city a monthly Usage and Maintenance Fee. In the past years, City Council set the fee at \$1. For 2018, City Council may determine an appropriate amount and insert it into the agreement.

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

The draft agreement is valid for one year beginning January 1, 2018 through December 31, 2018. Either party may elect not to renew the agreement with two months prior notice.

Enclosure: Draft Facility Use and Maintenance Agreement

Related Ordinance(s) or Statute(s):

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

Funding Source: N/A

Prepared by: Scott Peterson, Assistant City Administrator

Date: December 11, 2017

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this ____ day of December, 2017, by and between the City of Edgerton (the City) and the Board of Directors of the Edgerton Historic Society (EHS). The parties agree as follows:

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

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

SECTION THREE: CITY'S RESPONSIBILITIES

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

SECTION FOUR: EHS'S RESPONSIBILITIES

1. Agreement to Use the Museum Site. EHS agrees to establish and maintain a public community museum at the Museum Site of the Facility. The parties agree that museum services and selection of materials are the sole prerogative of EHS.
2. Museum Operations. During the term of this Agreement, EHS shall operate the hours of the museum as determined by EHS so long as those hours of operation are within those that the Edgerton Library is open to the public. The Edgerton Library provides public restroom facilities to the patrons of the museum. Exhibits within the museum open the public shall only operate on the first floor of the museum until such time as accommodations for ADA accessibility requirements are made to the second floor. The second floor of the museum shall be used for storage purposes only with access to that storage limited to members of the EHS.
3. Usage of Facilities for City Functions. EHS agrees to allow the City to use the Facility for City functions following reasonable notice if the Facility is not otherwise reserved for use by another party.
4. Usage and Maintenance Fee. EHS agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of \$____ per year. The Fee shall be paid annually by the first day of the year.
5. Security. EHS shall be solely responsible for securing the Museum Site and safeguarding EHS materials used in the operation of the public community museum at the Museum Site. The City agrees all such security measures are the sole prerogative of EHS. The City will control the locks for entrance into the building including providing a key for use by EHS and changing the locks as necessary.
6. Maintenance of Museum Site and Payment of Utilities. EHS agrees to maintain and keep in good repair the Museum Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Museum Site.
7. Use of Exterior of Property. EHS may place historical artifacts on the surrounding grounds with permission from the City.

SECTION FIVE: FAILURE TO MAKE REPAIRS

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

SECTION SIX: TERM

The term of this Agreement shall be one year beginning January 1, 2017 through December 31, 2017. In the event that one of the parties elects not to renew this Agreement, it shall give the other party two months prior written notice of its intent not to renew.

SECTION SEVEN: INSURANCE AND HOLD HARMLESS

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

IN WITNESS WHEREOF, the parties have set their hands this _____ day of December, 2017.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE
EDGERTON HISTORIC SOCIETY

Donald Roberts, Mayor

Chair

ATTEST:

ATTEST:

Janeice Rawles, City Clerk

Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider an Agreement with Ron Williamson to Provide Planning Consultant Services

Department: Administration/Community Development

Background/Description of Item: City Staff is in the beginning stages of a comprehensive review of the Unified Development Code (UDC), which was adopted in March of 2004 and has received periodic minor revisions since. In recent months it has become apparent to Staff that there are a number of sections of the UDC that do not currently meet the needs of the City and vision of the Planning Commission and City Council. Among the most pressing needs for revision are the section on commercial signage (Article 12), and the section on commercial design standards (Article 4), in particular the C-2 zoning district.

As such, Staff is proposing an agreement for Council approval to hire Ron Williamson to provide Planning Consultant Services to the City of Edgerton to help write the needed UDC amendments. Ron is an experienced planner who worked for many years for the City of Prairie Village, KS, spent some time working for a consulting firm, and is now a part-time planning consultant.

The proposed agreement will be on a per-hour basis at \$155.00 per hour. Work will be done at the direction of the Assistant City Administrator and City Administrator. The agreement can be cancelled with a 14-day notice at any time by either the City or Mr. Williamson.

The Agreement has been reviewed by City Attorney and has met his approval. Staff recommends approval of the agreement and execution of the contract by the Mayor.

Enclosure: Draft Agreement for Planning Consultant Services

Related Ordinance(s) or Statute(s):

Recommendation: Approve an Agreement with Ron Williamson to Provide Planning Consultant Services

Funding Source: General Government – Community Development – Professional Services

Prepared by: Scott Peterson, Assistant City Administrator

Date: December 11, 2017

AGREEMENT FOR PLANNING ADVISORY SERVICES

THIS AGREEMENT is made this _____ day of _____, in the year Two Thousand Sixteen.

BY AND BETWEEN the City of Edgerton, Kansas: hereinafter called the "City", and Ronald A. Williamson FAICP, hereinafter called the "Consultant".

NOW, THEREFORE, IN CONSIDERATION OF THE CONVENANTS AND AGREEMENTS herein contained, the parties hereto hereby agree as follows:

ARTICLE I

SCOPE OF SERVICES

The Consultant shall perform the following services:

- A. Provide a general planning advisory service consisting of the preparation of technical reports and the provision of advice regarding planning, zoning and subdivision matters.
- B. Prepare special studies, surveys, designs and reports which may include zoning and subdivision regulations amendments, redevelopment and other matters in the field of planning.
- C. Attend meetings with City Staff as needed.
- D. Attend meetings of the City Planning Commission, City Council and other organizations and committees, as needed.

The Consultant shall perform the above services only upon the authorization of the City Administrator or Assistant City Administrator.

ARTICLE II

COMPENSATION

The City agrees to compensate the Consultant for performing the services described in Article I on a per hour basis at the rates and charges given below:

Planner	\$155.00
Administrative Assistant	\$ 55.00
Meals, Mileage at the IRS-approved rate, and Other	
Out of Pocket Expenses	Actual Cost

A statement shall be submitted by the Consultant monthly itemizing the position, number of hours, services performed and other expenses for the work specifically requested by the City as outlined in the preceding Article I. The City shall make payment within thirty (30) calendar days of the date of said statement.

ARTICLE III

MISCELLANEOUS PROVISIONS

1. Termination

This Agreement shall be effective beginning December 1, 2017 and shall run until terminated by the City or the Consultant. The City may terminate this Agreement at any time and for any reason by giving to the Consultant a notice in writing at least fourteen (14) days prior to the effective date of such termination. The Consultant may terminate the agreement by giving the City a notice in writing at least fourteen (14) days prior to the effective date of such termination. In the event the City or the Consultant terminates this Agreement as herein provided, the City agrees to pay to the Consultant any and all sums due and owing for the services rendered in accordance with the terms of the Agreement of the effective date of such termination.

IN WITNESS WHEREOF, said parties have affixed their name, the day and year first written above.

CONSULTANT:

RONALD A. WILLIAMSON, FAICP

Ronald A. Williamson, FAICP

CITY:

THE CITY OF EDGERTON, KANSAS

Beth Linn, City Administrator

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Approval of Contract with Weather or Not®, Inc. to provide weather forecasting services

Department: Public Works Department

Background/Description of Item: On January 12th, 2017 City Council proved the agreement with Weather or Not to provide weather forecasting services. These forecasts are designed to provide key operational staff with the ability to accurately and efficiently schedule projects and/or emergency operations as necessary. This service provides staff with weather information via email and text messages. Notifications are provided twice a day during normal conditions, additionally Weather or Not will contact staff via phone during significant weather events. These calls are vital for winter weather operations and give the staff additional tools during inclement weather events.

In 2017 this service was utilized by multiple departments. The key benefit was and is the ability for the departments to receive emergency notifications, as well as being able to call Weather or Not for up to the minute updates. This service helps staff with workflow and task planning, as well as providing event staff with forecasts to better manage the events.

The City's purchasing policy allows and encourages the practice of cooperative purchases, used most frequently with vehicles and equipment. The City's purchasing policy allows for the City to "piggy-back" on contracts entered into by other jurisdictions. Section 2.14 of the agreement between the City of Prairie Village and Weather or Not includes the cooperative purchasing provisions to allow the City of Edgerton to take piggy-back on an existing contract.

The all-inclusive fee for the Premier Plus (*including A+ Weather Post Storm Reports) is \$9,487.00 annually, the addition of StreamerRT the total lightning service is \$595.00, the total cost for the 2018 contract is \$10,082.00. Additionally, Weather or Not is in the process of developing a new web portal system that will allow for staff to access Edgerton specific forecast information, this information is all in real time and available on any device with internet or data capability. The 2018 Public Works budget includes sufficient budget for the cost.

Enclosure: 2017 Internal Report
City of Edgerton – A+ Weather Services Contract
City of Prairie Village: Cooperative Contract Documents
Weather or Not: Service Proposal

Recommendation: Approval of Contract with Weather or Not®, Inc. to provide weather forecasting services

Funding Source: General – Public Works – Professional Services

Prepared by: Trey Whitaker, Public Works Superintendent
Date: 11/30/2017

For 2017, staff recommended the contract with Weather or Not, weather forecasting service. This service provided weather forecasting for 2017, the service was used for events like Frontier Days, 3rd of July, Summer Kickoff Block Party and Family Movie Nights. The Weather or Not service was extremely helpful ensuring that these events were safe and enjoyable for patrons, staff had constant contact with Weather or Not, and were notified when forecast changed. Additionally Weather or Not provided forecasting for Winter Operations, 2016/2017 Winter was mild, it did however; we did have a couple of events and the advanced forecasts and Edgerton specific notifications helped staff respond and prepare. This service removed the guess work from internal forecasting, monitoring multiple news outlets, online weather sites and weather applications. The service also assisted in with day-to-day work flow and scheduling for Utilities, Parks and Recreation and Public Works.

WEATHER or NOT SNAPSHOT - City of Edgerton Frontier Days

JUNE 17TH-18TH SEVERE THUNDERSTORM EVENT

Calls and Text Alerts

10:58AM: CALL-IN REQUESTING TIMING UPDATE. REQUESTED ADDITIONAL UPDATE AT 1:30PM

2:34PM: CALLOUT WITH TIMING UPDATE

4:28PM: CALL-IN FROM TEGAN

5:05PM: SEVERE STORMS DEV 6-8P N-S. THREATS: WND G50-70, 2" HAIL & 1-2"/HR RN RATES. SVR THREAT LASTS 30-90 MIN IN ANY LOCATION. 1-2 HR BREAK POSS 8-10P THEN PERIODIC SHWRS/WEAK STORMS POSS TIL 6-8A SUN. RN: .1-.6" ISO 2"

6:05PM: CALL-IN FROM TEGAN. STORMS ARRIVE 7:30-8PM

6:20PM: SVR T-STORM WATCH NOW IN EFFECT TIL 2A. STORMS DVLP NEAR CITY OF LEAVENWORTH & KCI BY 7P, REACH JOCO/JAXCO 8-8:30P. THREATS: G50-70, 2" HAIL, 1-2"/HR RN RATES FOR INITIAL 45-60 MINS. STORMS MOVE S OF KC 8-9:30P N-S

6:31PM: SVR STORM WATCH CALLOUT

7:13: STORMS SLOW TO DEVELOP SO FAR, BUT COULD POP NEAR LEAVENWORTH/KCI AT ANY TIME! STORMS NEAR TOPEKA, KS ARRIVE W LVNWRTH/JOHNSON CNTYS 7:45-8P. STATE LINE 8:10-8:30P. RN .1-.8" ISO 2"

7:46PM: CALL-IN FROM TEGAN.

8:16PM: TIMING UPDATE: ARRIVE TONGANOXIE-KCI NOW, I-35 CORRIDOR 8:35-8:45P, LEES SUMMIT/BLUE SPRINGS 9:15-9:30P. STORM THREATS REMAIN THE SAME: G50-70, UP TO 2" HAIL & 1-2"/HR RN RATES FOR THE FIRST 1-2 HRS. RN .3-1" ISO 2.3"

8:44PM: DAMAGING WIND G60-70 MPH MOVING E ALONG K-10. APPROACHES DE SOTO

8:50-9P, LENEXA 9-9:15P, PRAIRIE VILLAGE 9:15-9:30P

8:49PM: SVR T-STORM WARN FOR LVNWRTH/WYCO S OF I-70 & ALL OF JOCO TIL 9:30P. DAMAGING WND 60-70MPH TRACKING E ALONG K-10 ARRIVING LENEXA 9-9:15P, PRAIRIE VILLAGE 9:15-9:30P.

9:34PM: CALLOUT TO TREY

9:40PM: CALLOUT TO TEGAN

9:42PM: URBAN & SML STREAM FLD ADV FOR ALL OF JAXCO & JOCO SE OF I-35 TIL 12:30A. .75-1.25"/HR RATES COMMON W/ POCKETS OF 2"/HR LEAD TO RD & SML STREAM FLDING, ESP IN TYPICAL TROUBLE SPOTS. RN .5-1.5" ISO 2.25" END 10:30P

9:50PM: CALLOUT TO TEGAN

10:12PM: CALLOUT TO **TEGAN. "THANK YOU SO MUCH, YOU GUYS HAVE BEEN GREAT."**

10:20PM: LINE SEVERE STORMS HAS EXITED THE METRO. A COUPLE OF ISO SHWRS/STORMS REMAIN POSS THRU 11:30P BUT NOT EXPECTING THEM TO BE SEVERE. OFF & ON ACTIVITY CONTINUES OVERNIGHT, ENDING 6-8A SUN. ADDITIONAL RN .01-.1 ISO .7"

11:22PM: CALLOUT TO TEGAN. COUPLE OF NEW SHOWERS ~30 MINS AWAY. COULD INCREASE TO NON-SEVERE THUNDERSTORMS

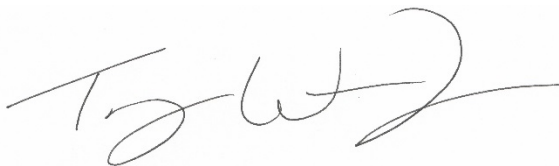
11:32PM: CALLOUT TO TEGAN. SHOWERS HAVE INCREASED TO LIGHTNING-PRODUCING THUNDERSTORMS. STILL ~20-30 MINS AWAY

12:00AM: CALLOUT TO TEGAN. NO ANSWER AND VOICEMAIL FULL

This is but a snapshot of how Weather or Not's meteorologists worked with the Public Works and Parks and Recreation Departments at the City of Edgerton. In safely hosting their signature event despite the threatening severe weather. A full expert analysis is available upon request.

***Information Provided by Weather or Not**

Respectfully,

A handwritten signature in black ink, appearing to read 'Trey Whitaker', with a long horizontal flourish extending to the right.

Trey Whitaker, Public Work Superintendent

City of Edgerton- A⁺_{TM} Weather Services Contract

This is to confirm that the City of Edgerton retains *Weather or Not[®], Inc.* ("*Weather or Not*") from January 1, 2018 thru December 31, 2018 to provide weather forecasting services set forth herein. Forecasts shall be e-mailed M-F by 7:00 AM and 3:00 PM, and by 8:00 AM on weekends with all appropriate updates being made, as information becomes available. A⁺_{TM} Weather Alerts will be delivered to up to 10 City of Edgerton mobile devices. The City of Edgerton may call for updates whenever they choose. *Weather or Not* may record telephone calls between weather forecasters and the City of Edgerton. The City of Edgerton understands that these recordings may occur for the purpose of *Weather or Not* customer service training (without further notices) and consents to these recordings.

The all-inclusive fee for the Premier Plus, (*including the StreamerRTsm total lightning service and A⁺_{TM} Weather Post Storm Reports) billable annually in the amount of \$10,082.00, payable net 20. StreamerRTsm End User License Agreement electronic consent required. The City of Edgerton agrees that the information provided by *Weather or Not* as a part of the services shall not be rebroadcast, redistributed, republished or otherwise reproduced, in whole or in part, without the express written consent of *Weather or Not*.

The City of Edgerton acknowledges that forecasting the weather is not an exact science and that *Weather or Not* has no control over the City of Edgerton's actions in response to forecasts and information delivered by *Weather or Not*. *Weather or Not* shall not be responsible for the acts or omissions of the City of Edgerton taken in reliance upon the information provided by *Weather or Not*, hereunder. The City of Edgerton hereby releases *Weather or Not*, its representatives, officers, directors, and shareholders from all loss, cost, damage, liability and expense including actual, consequential, and incidental damages suffered by the City of Edgerton or any of its agents, contractors or employees or other third parties as a result of weather conditions, whether or not forecasted by *Weather or Not*, or as a result of any other services provided by *Weather or Not*.

The City of Edgerton hereby agrees that this agreement shall not be assigned or otherwise transferred in whole or in part without the express written consent of *Weather or Not*. This agreement shall be binding when signed by both parties.

Sara Croke
Weather or Not

City of Edgerton

Date

Date

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: December 14, 2017

Agenda Item: Public Hearing
Partial Assignment of Resolution of Intent

Subject: IRBs and Property Tax Abatement for ColdPoint Logistics Real Estate, LLC

Hearing Notice Published: December 6, 2017 in the *Gardner News*

Summary:

The City has received an application for industrial revenue bonds and property tax abatement from ColdPoint Logistics Real Estate, LLC. ColdPoint desires to construct an approximately 173,770 sq. ft. expansion to an existing warehouse and cold-storage distribution facility located at 31301 W. 181st Street, Edgerton, Kansas. In order for the City to issue industrial revenue bonds and grant property tax abatement, the City must first hold a public hearing, consider the cost-benefit report and then approve a partial assignment of the Master Resolution of Intent.

The original ColdPoint building was 161,000 sq. ft. and was constructed in 2016. ColdPoint expanded the building in 2017 by constructing an 184,405 sq. ft. addition to the building. ColdPoint now desires to construct another addition to the building.

Public Hearing

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

Cost-Benefit Report

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

Partial Assignment of Resolution of Intent

The City previously adopted a Master Resolution of Intent for the benefit of Edgerton Land Holding Company, LLC ("Edgerton Land") for constructing various projects in the Logistics Park-Kansas City, and provided for the issuance of up to \$1,000,000,000 in industrial revenue bonds. The Master Resolution of Intent allows Edgerton Land to assign portions of the Master Resolution of Intent to various companies that locate within the park. The partial assignment of the Master Resolution of Intent assigns \$28,000,000 of the Master Resolution of Intent to ColdPoint for the purpose of constructing this project.

The Project will not be exempt from the ad valorem property tax levied by the school district pursuant to the provisions of K.S.A. 72-8801 and amendments thereto.

RESOLUTION NO. 12-14-17C

RESOLUTION CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO COLDPOINT LOGISTICS REAL ESTATE, LLC, OR ITS SUCCESSORS IN INTEREST

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

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

WHEREAS, the City adopted Resolution No. 07-08-10A on July 8, 2010, as amended by Resolution No. 04-25-13A adopted on April 25, 2013 and Resolution No. 04-09-15A adopted on April 9, 2015 (collectively, the “Resolution of Intent”) determining the intent of the City to issue its industrial revenue bonds in multiple series, the aggregate amount of all series not to exceed \$1,000,000,000 (the “Bonds”), to finance the costs of acquiring, constructing, reconstructing, improving and equipping the Logistics Park Projects (as defined in the Resolution of Intent) for the benefit of Edgerton Land Holding Company, LLC (the “Developer”); and

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

WHEREAS, the Developer desires to assign \$28,000,000 of its interest in the Resolution of Intent to ColdPoint Logistics Real Estate, LLC, a Kansas limited liability company (the “Company”), for the purposes of permitting the Company to acquire, construct and equip a commercial project, consisting of an approximately 173,770 sq. ft. expansion to an existing approximately 345,000 sq. ft. warehouse and cold-storage distribution facility (the “ColdPoint Project”), located at 31301 W. 181st Street, Edgerton, Kansas; and

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

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

Section 1. Partial Assignment of Resolution of Intent. The Governing Body of the City hereby consents to the assignment by the Developer of \$28,000,000 of the Developer’s interest in the Resolution of Intent to the Company for the purposes of completing the ColdPoint Project, which is a Logistics Park Project. The City agrees that the Company will now be entitled to the benefits of the Resolution of Intent to the same extent and on the same terms as the Developer with respect to the ColdPoint Project.

Section 2. Authorization to Proceed. The Company is authorized to proceed with the acquiring, constructing and equipping of the ColdPoint Project, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

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

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

ADOPTED this 14th day of December, 2017.

CITY OF EDGERTON, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel



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

December 4, 2017

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

RE: Cost-Benefit Analysis for ColdPoint Logistics Real Estate, LLC (Phase 3)

Dear Beth:

Please find attached the results of our cost-benefit analysis related to the projected property tax abatement to be granted by the City to applicant ColdPoint Logistics Real Estate, LLC, (Phase 3) which plans to expand its existing facility by adding an additional 173,770 square foot warehousing facility in Logistics Park Kansas City (**LPKC**). The purpose of this analysis is to satisfy the City's requirement pursuant to KSA 12-1749d or KSA 79-251(a)(1) to undertake a cost-benefit analysis before granting a property tax abatement. Consistent with City policy for development within LPKC, this analysis assumes the City will grant a 100% property tax abatement for 10 years with the applicant paying an annual payment-in-lieu-of-taxes equal to \$0.21 per square foot on the expansion.

BACKGROUND

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

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

ABATEMENT MECHANICS

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

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

ECONOMICS

The subject property is approximately 15.3 acres in size and will house an estimated 173,770 square foot distribution and warehousing facility. Pursuant to the City’s agreement with the master developer, this analysis assumes the City will provide the applicant with a 100% property tax abatement for 10 years. We have further assumed that, consistent with its agreement with the master developer, the City will impose a \$0.21 per square foot per year PILOT, or \$33,824 per year.

The table below reflects the immediate impact on property tax/PILOT receipts from the subject property, assuming a status quo ante tax burden of \$50 per acre per year and based upon November 2017 levy rates published by Johnson County.

ENTITY	LEVY	% of TOTAL	EXISTING TAXES LOST	NEW PILOTs PAID	ANNUAL NET TAX GAIN/(LOSS)
State of KS	1.500	1.00%	\$(8)	\$ 365	\$ 357
Johnson Co.	19.318	12.87%	(98)	4,696	4,597
JCCC	9.503	6.33%	(48)	2,310	2,261
JCPRD	3.112	2.07%	(16)	756	741
Edgerton	30.633	20.40%	(156)	7,446	7,290
USD 231 Uniform	20.000	13.32%	(102)	4,861	4,759
USD 231 Capital †	7.997	5.33%	-	-	-
USD 231 Other	23.967	15.96%	(122)	5,826	5,704
USD 231 Bond	15.017	10.00%	(77)	3,650	3,574
Fire Dist #1	15.160	10.10%	(77)	3,685	3,608
Library	3.921	2.61%	(20)	953	933
	150.128	100.00%	\$(765)	\$ 36,492	\$ 33,824

† The USD 231 Capital Levy will not be abated.

COST-BENEFIT ANALYSIS DETAILS AND ASSUMPTIONS

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

the analysis to include “the effect of the exemption on state revenues.” Our modeling includes such an estimate.

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

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

RECENT STATUTORY CHANGE

Reflecting a change adopted during the 2017 legislative session, this analysis assumes the District’s capital levy (approximately 8 mills) will not be abated.

USING THE COST-BENEFIT MODELING RESULTS

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

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

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

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

Respectfully submitted,

COLUMBIA CAPITAL MANAGEMENT, LLC

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

Jeff White
Principal



SUMMARY OF COSTS AND BENEFITS
City of Edgerton, Kansas

APPLICANT INFORMATION:

Application Date:	11/30/17	Summary of Incentives Provided:	100% real property tax abatement for a 10 year period, as well as a construction sales tax exemption for materials, with a PILOT payment of \$0.21/s.f. per year.
Firm Name:	ColdPoint Logistics Real Estate, LLC		
Firm Address:	4825 NW 41 St., Suite 500 Riverside, Missouri 64150		
Firm Contact:	Aaron Burks 913-208-0818	Building Size (sf):	173,770

SUMMARY OF INCENTIVE PACKAGE (LOCAL GOVERNMENT IMPACTS ONLY):

Year	Property Tax Abatement		Construction Sales Tax Abatement		Direct Incentives		
	(%)	(\$)	(%)	(\$)	City	County	School
2	100	700,743	100	0	0	0	0
3	100	700,743	100	0	0	0	0
4	100	700,743	100	0	0	0	0
5	100	700,743	100	0	0	0	0
6	100	700,743	100	0	0	0	0
7	100	700,743	100	0	0	0	0
8	100	700,743	100	0	0	0	0
9	100	700,743	100	0	0	0	0
10	100	700,743	100	0	0	0	0
11	100	700,743	100	0	0	0	0

PAYMENT IN LIEU OF TAXES RECEIPTS:

City	County	School
(\$)	(\$)	(\$)
7,446	4,696	16,281
7,446	4,696	16,281
7,446	4,696	16,281
7,446	4,696	16,281
7,446	4,696	16,281
7,446	4,696	16,281
7,446	4,696	16,281
7,446	4,696	16,281
7,446	4,696	16,281
7,446	4,696	16,281
7,446	4,696	16,281

SUMMARY OF PRESENT VALUE BENEFITS:

City Summary				
Year	Total Benefits	Total Costs	Net Benefit	Net PV Benefit
2	285,954	207,295	78,659	72,196
3	285,037	207,295	77,742	68,360
4	285,082	207,295	77,787	65,530
5	285,129	207,295	77,835	62,818
6	285,179	207,295	77,885	60,221
7	285,232	207,295	77,937	57,733
8	285,287	207,295	77,992	55,349
9	285,345	207,295	78,050	53,066
10	285,405	207,295	78,110	50,879
11	285,469	207,295	78,174	48,784
	2,853,118	2,072,947	780,171	594,936

County Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
125,359	134,224	(8,865)	(8,137)
124,271	134,224	(9,953)	(8,752)
124,363	134,224	(9,860)	(8,307)
124,460	134,224	(9,763)	(7,880)
124,562	134,224	(9,662)	(7,470)
124,669	134,224	(9,555)	(7,078)
124,781	134,224	(9,442)	(6,701)
124,899	134,224	(9,324)	(6,340)
125,023	134,224	(9,201)	(5,993)
125,153	134,224	(9,071)	(5,660)
1,247,542	1,342,238	(94,696)	(72,317)

School District Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
449,090	383,607	65,483	60,103
449,090	383,607	65,483	57,581
449,090	383,607	65,483	55,164
449,090	383,607	65,483	52,850
449,090	383,607	65,483	50,632
449,090	383,607	65,483	48,507
449,090	383,607	65,483	46,472
449,090	383,607	65,483	44,522
449,090	383,607	65,483	42,654
449,090	383,607	65,483	40,864
4,490,897	3,836,067	654,830	499,348

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

Number of jobs to be created :	30
Number of new residents:	
City	6
County	10
School District	10
Expected 10-Year Contribution to PIF:	\$ 756,064
Impact of exemption on state revenues:	\$ (89,891)