

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
December 28, 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 Final Acceptance of Widmer Public Street Phase I Project and Authorize Final Payment to Clarkson Construction Company
6. Approve Final Acceptance of the 191st and Waverly Traffic Signal and Authorize Final Payment to J. Warren Co., Inc.
7. Approve Final Acceptance of Montrose Street Phase II Project
8. Approve Final Acceptance of Edgerton Wastewater Treatment Facility/Lift Station Project and Authorize Final Payment to Burns & McDonnell/CAS Construction
9. Approve Resolution No. 12-28-17A Establishing Fees And Rates For Permits, Licenses And Services Within The City Of Edgerton, Kansas

Regular Agenda

10. **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.

11. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

Business Requiring Action

12. **CONSIDER A CONTRACT WITH STRATEGY NEW MEDIA FOR IT SERVICES**

Motion: _____ Second: _____ Vote: _____

13. **CONSIDER ANNEXATION AGREEMENT REGARDING LAND GENERALLY LOCATED ALONG 199TH STREET WEST OF HOMESTEAD LANE**

Motion: _____ Second: _____ Vote: _____

14. CONSIDER ORDINANCE ANNEXING LAND (GENERALLY LOCATED ALONG 199TH STREET WEST OF HOMESTEAD LANE) INTO THE CITY OF EDGERTON, KANSAS

Motion: _____ Second: _____ Vote: _____

15. CONSIDER ORDINANCE ANNEXING LAND INTO THE CITY OF EDGERTON, KANSAS

Motion: _____ Second: _____ Vote: _____

16. Report by the City Administrator

17. Report by the Mayor

18. Future Meeting/Event Reminders:

- January 1st – City Office Closed
- January 9th 7:00 PM – Planning Commission
- January 11th 7:00 PM – City Council meeting
- January 17th Noon – Senior Lunch
- January 25th 7:00 PM – City Council meeting

19. CONSIDER RECESSING 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

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

20. 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, FINANCIAL ADVISOR AND CITY ADMINISTRATOR

RECONVENE INTO OPEN SESSION

21. Adjourn Motion: _____ Second: _____ Vote: _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Final Acceptance of Widmer Public Street Phase I Project and Authorize Final Payment to Clarkson Construction Company

Department: Public Works

Background/Description of Item: On April 27, 2017, the City of Edgerton awarded Widmer Public Street Phase I project to Clarkson Construction Company in the amount of \$2,550,604.23. The project includes the construction of 193rd Street (Essex Road to Homestead Lane) and Essex Road (191st Street to 193rd Street). This project is included in the List of Projects for the Logistics Park Kansas City (LPKC) Plan of Finance. The project is highlighted in red on the attached map.

Notice to Proceed was issued on May 12th, 2017. Change Order No. 1 (approved by City Administrator) adjusted the final quantities on several line items for a cost savings of \$132,804.36 and provided 61 calendar days of additional time due to utility conflicts and other work completed in the project area. Final construction costs are \$2,417,259.87. The new substantial completion date was August 15, 2017, with final completion on October 6, 2017.

A summary of the total project costs are listed below. The Economic Development Grant from the Kansas Department of Transportation (KDOT) for Widmer Street Phase I project was \$1,000,000 of allowable construction costs. This does not include design, inspection, administrative costs, etc. The remaining costs are funded by the LPKC Public Infrastructure Fund (PIF). No general fund dollars are used for this project.

Construction	\$2,417,260	[\$1,000,000 (KDOT) + \$1,417,260 (PIF)]
Inspection & Testing	\$ 55,212	[PIF]
Admin Costs	\$ 14,097	[PIF]
Total	\$2,486,569	

BG Consultants as City's Inspector has performed final inspection and noted project for final acceptance. There are a few items noted by the Inspector that Contractor will address during the warranty period next spring. Staff would recommend City Council formally close the Widmer Street Phase I project for formal closure with KDOT.

Enclosure: Project Map
Change Order No. 1
Email form BG Consultants regarding project completion.

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

Recommendation: Approve Final Acceptance of Widmer Public Street Phase I Project and Authorize Final Payment to Clarkson Construction Company.

Funding Source: KDOT Economic Development Grant and Public Infrastructure Fund

Prepared by: Scott Peterson, Assistant City Administrator & Trey Whitaker, Public Works Superintendent
Date: April 24, 2017

Essex Rd and 193rd Street Improvements (Widmer Phase 1)



CHANGE ORDER NO. 1
on
Widmer Public Streets Phase I – Edgerton, Kansas

OWNER: City of Edgerton, KS
CONTRACTOR: Clarkson Construction Company
CITY ENGINEER: BG Consultants, Inc.

SUMMARY OF CONTRACT MODIFICATIONS

This Change Order modifies the Contract Documents for the above named project as follows:

I. CHANGE TO CONTRACT DOCUMENTS

Final Quantity Adjustment

<u>Changed Items</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>
4. Temporary Construction Entrance	-0.5 EA	\$21,960.00/EA	(\$10,980.00)
15. 9-12" Nominal Diameter Rip Rap	-120 SY	\$68.00/SY	(\$8,160.00)
16. ADA Ramps	-1.08 EA	\$1,910.00/EA	(\$2,062.80)
17. Silt Fence	-888.8 LF	\$0.95/LF	(\$844.36)
18. Inlet Protection	-4.93 EA	\$65.00/EA	(\$320.45)
19. Rock Ditch Check	-3 EA	\$570.00/EA	(\$1,710.00)
40. Sodding	-26,519 SY	\$4.10/SY	(\$108,726.75)
Total =			(\$132,804.36)

Addition of 61 calendar days to the contract time for the substantial completion date and 97 calendar days to the contract time for the final completion date due to utility conflict delays and additional work performed but not itemized and paid for by the City.

II. REASONS FOR CHANGE

Final quantity adjustments and field changes.

SUMMARY OF CONTRACT PRICE

Original Contract Price	\$2,550,064.23
Previous Change Orders and Written Amendments	\$0.00
Previous Contract Price	\$2,550,064.23
Current Change Order	(\$132,804.36)
New Contract Price	\$2,417,259.87

SUMMARY OF CONTRACT TIMES


	<u>Substantial Completion Time</u>	<u>Time to Complete Work</u>
Original Contract Times	June 15, 2017	July 1, 2017
Previous Change Orders and Written Amendments	0 Days	0 Days
This Change Order	61 Days	97 Days
<hr/>		
New Contract Times	August 15, 2017	October 6, 2017
<hr/>		
Notice to Proceed Date		5/12/2017
New Substantial Completion Date		August 15, 2017
New Final Completion Date		October 6, 2017

This Change Order constitutes acceptance by Owner of Project Changes as presented, and it is agreed that the decrease in the sum of one hundred thirty-two thousand eight hundred four and 36/100 dollars (\$132,804.36); the increase of 61 days in the Substantial Completion time; and the increase of 97 days in the Final Completion time constitute full credit for all changes made by this Change Order and that all other provisions of the Contract Documents shall remain the same.

The Above Changes Are Recommended To
The Owner For Approval:

BG Consultants, Inc.

City Engineer

By: 

Date: December 21, 2017

The Above Changes Are Accepted:

Clarkson Construction Company

Contractor

By: 

Date: 12/21/17

You are directed to make the changes noted herein for the subject contract.

City of Edgerton, Kansas

Owner

Date of Issuance: 12/26/17.

By: 

Beth Linn

From: Jon Carlson <jon.carlson@bgcons.com>
Sent: Tuesday, December 26, 2017 12:30 PM
To: Beth Linn; Scott Peterson; Trey Whitaker
Cc: david.hamby@bgcons.com
Subject: Widmer Public Streets Phase I
Attachments: Widmer Public Streets Phase I Punch List

To the best of my knowledge Clarkson Construction Company has completed all work on the Widmer Public Streets Phase I as of December 21, 2017 with the exception of the punch list items noted in the attachment. Other utility work in the easements adjacent to this project did not allow for the entire project to be completed during the current construction season. This project can be accepted by the City of Edgerton at your discretion.

Please note the attachment for items to be completed as weather permits in the spring.

Respectfully submitted,

Jon Carlson

Senior Construction Observer



1405 Wakarusa Drive | Lawrence, KS 66049

T: 785.749.4474 | F: 785.749.7340

C: 785.331.8289 (Personal)

Web: www.bgcons.com | [Map](#) | [Email](#)

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AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Final Acceptance of the 191st and Waverly Traffic Signal and Authorize Final Payment to J. Warren Co., Inc.

Department: Public Works

Background/Description of Item: On October 11, 2016, the Edgerton City Council gave concurrence to bid the design of the 191st and Waverly traffic signal as part of the ongoing construction of Montrose Street Phase II. Due to the increase in employment projections for neighboring LPKC tenants, city staff requested approval from KDOT to add the traffic signal to the Montrose Street Phase II project, which KDOT approved. The design bid was awarded to BG Consultants, and the design was completed and submitted to the City in March of 2017. This project is included in the List of Projects for the Logistics Park Kansas City (LPKC) Plan of Finance.

On April 11, 2017, the City of Edgerton held a public bid opening for construction of the 191st and Waverly Traffic Signal as designed by BG Consultants. A total of four (4) bids were received; those bids ranged from a low bid of \$195,260.82 to a high bid of \$212,737.49. The engineer's estimate was \$265,774.00, so all bids came in below the engineer's estimate. Teague Electric submitted the low bid, as detailed above, however they did not submit the entire project manual and required accompanying contract provisions, so it is the recommendation of city staff that the contract be awarded to the next-highest bidder: J. Warren Co., Inc. J. Warren Co., Inc. submitted a bid of \$202,482.90. City Council awarded the project for construction to J. Warren Co., Inc.

The City of Edgerton was awarded an Economic Development Grant from the Kansas Department of Transportation (KDOT) for construction of Montrose Street Phase II based on the tenant for Inland Port XXIV (Amazon). Construction of the traffic signal was approved by KDOT as allowable cost for the grant. This project included a single change order that addresses moving the traffic signal infrastructure to better avoid conflict with the sanitary sewer. Change Order No. 1 was approved by KDOT as an allowable cost.

Original Contract: \$210,644.90
Change Order No. 1: \$ 370.00 (Approved by City Administrator)
Actual Contract: \$211,014.90

The initial notice to proceed was issued in June of 2017, substantial completion was December 15th, and final completion on December 21st. BG Consultants as City's Inspector has performed final inspection and noted project for final acceptance. There are a few items noted by the Inspector that Contractor will address during the warranty period.

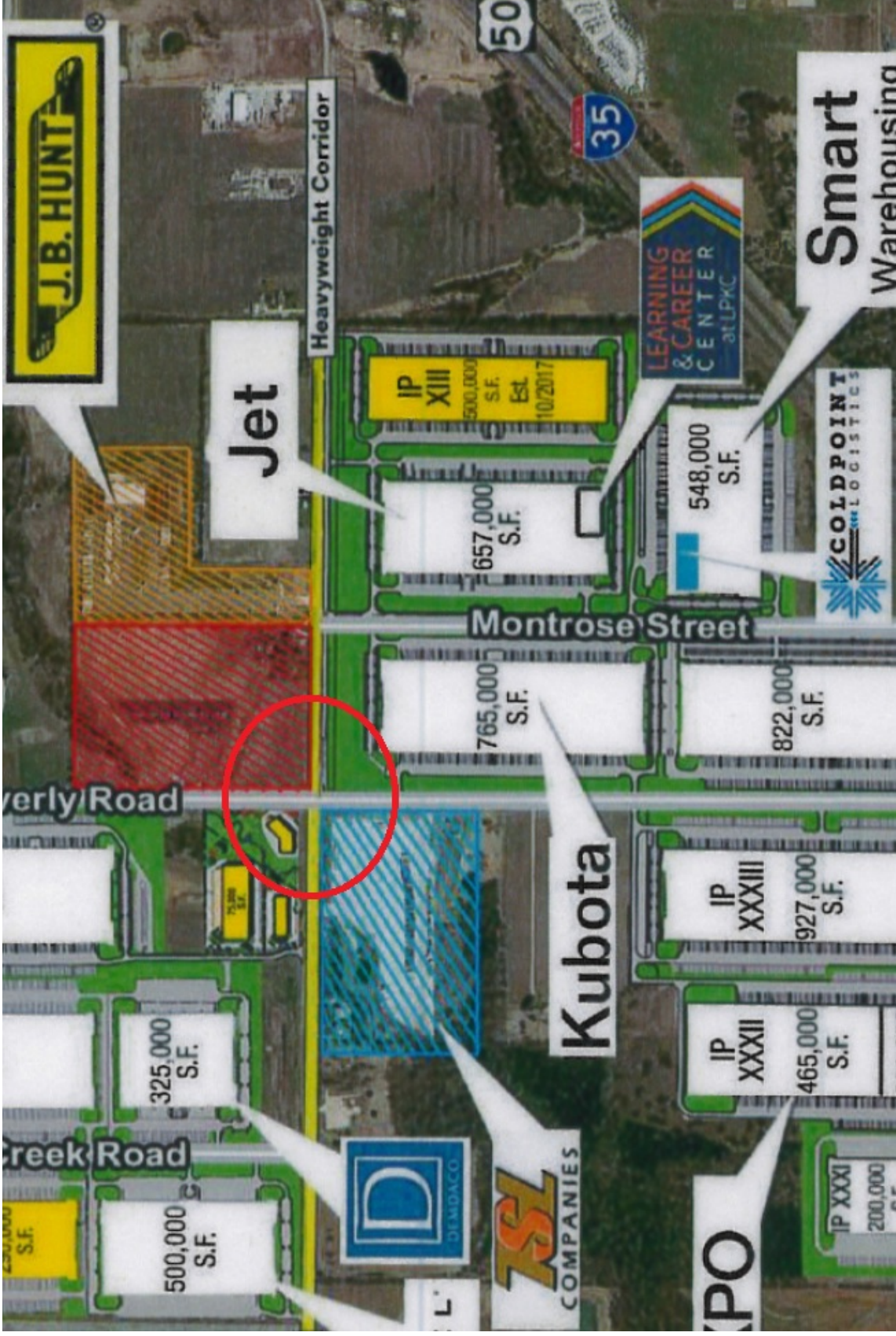
Enclosure: Project Map
Change Order No. 1
Email from BG Consultants regarding project completion

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

Recommendation: Approve Final Acceptance of the traffic signal and Authorize Final Payment to J. Warren Co., Inc.

Funding Source: KDOT Economic Development Grant and Public Infrastructure Fund

Prepared by: Scott Peterson, Assistant City Administrator & Trey Whitaker, Public Works Superintendent
Date: December 19, 2017

191st Street and Waverly Road Traffic Signal

Change Order No. 1

Date of Issuance: May 26, 2017	Effective Date: May 26, 2017
Owner: City of Edgerton, KS	Owner's Contract No.:
Contractor: J. Warren Co., Inc.	Contractor's Project No.:
Engineer: BG Consultants, Inc	Engineer's Project No.: 16-1409L (and 17-1021L)
Project: 191 st & Waverly Rd Traffic Signal Improvements	Contract Name: 191 st & Waverly Rd Traffic Signal Improvements

The Contract is modified as follows upon execution of this Change Order: Modify the Traffic Signal infrastructure on the southeast quadrant of the intersection to better avoid conflict with a newly designed and currently being constructed sanitary sewer.

Attachments: Email proposal from Adam Warren dated May 25, 2017 and addressed to Jason Hoskinson (BG Consultants, Inc.).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$210,644.90	Original Contract Times: Substantial Completion: 20 working days Ready for Final Payment: 30 working days days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$None	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$210,644.90	Contract Times prior to this Change Order: Substantial Completion: 20 working days Ready for Final Payment: 30 working days days or dates
Increase of this Change Order: \$370.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>None</u> Ready for Final Payment: <u>None</u> days or dates
Contract Price incorporating this Change Order: \$211,014.90	Contract Times with all approved Change Orders: Substantial Completion: 20 working days Ready for Final Payment: 30 working days days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: 	By: 	By: 
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Vice President	Title: City Administrator	Title: Vice President
Date: 5-26-2017	Date: 6/6/17	Date: 5-26-2017

Beth Linn

From: Jon Carlson <jon.carlson@bgcons.com>
Sent: Tuesday, December 26, 2017 11:27 AM
To: Beth Linn; Scott Peterson; Trey Whitaker
Cc: david.hamby@bgcons.com
Subject: 191st & Waverly Road Traffic Signal Improvements Final Acceptance

To the best of my knowledge J. Warren Co., Inc. has completed all work as noted in the plans and specifications approved by the City of Edgerton, Kansas as of December 21, 2017 with the exception of the items noted below. This project can be accepted by the City at your discretion.

Items noted that need to be completed;

1. Complete the permanent pavement marking. Temporary pavement marking has been installed.
2. Repair the joint sealant in the sidewalk at the controller pad.
3. The SW pedestrian call button does not work. Make the necessary repairs.

Respectfully submitted,

Jon Carlson

Senior Construction Observer



1405 Wakarusa Drive | Lawrence, KS 66049

T: 785.749.4474 | F: 785.749.7340

C: 785.331.8289 (Personal)

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AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Final Acceptance of Montrose Street Phase II (street and signal)

Department: Public Works

Background/Description of Item: The City of Edgerton received an Economic Development Grant in the amount of \$1,800,000 from the Kansas Department of Transportation (KDOT) for construction Montrose Street adjacent to Amazon (Inland Port XIV). The project included two portions – street and traffic signal construction.

On November 10, 2016, Edgerton City Council approved final acceptance of the street portion of Montrose Street Phase II project. The road project included construction of a 30-foot-wide concrete roadway with associated storm sewer, sidewalk and other related improvements.

It is anticipated that Edgerton City Council approves final acceptance of the traffic signal portion of the Montrose Street Phase II project on December 28, 2017. The traffic signal project included all improvements related to the construction/installation of a new traffic signal including wiring, signal phasing, pavement markings, signage, etc. This addition of the traffic signal at 191st and Waverly Road was approved by KDOT as an allowable cost for the Montrose Street Phase II project due to the projections of increased traffic at Logistics Park Kansas City (LPKC).

A summary of the total project costs are listed below. The Economic Development Grant from the Kansas Department of Transportation (KDOT) for Montrose Street Phase II Project funds up to \$1,800,000 of allowable construction costs. This does not include design, inspection, administrative costs, etc. The remaining costs are funded by the LPKC Public Infrastructure Fund (PIF). No general fund dollars are used for this project.

Design	\$ 13,614	[PIF]
Construction (road)	\$1,398,880	[KDOT]
Construction (signal)	\$ 210,645	[KDOT]
Inspection & Testing	\$ 39,332	[PIF]
Admin Costs	\$ 9,943	[PIF]
Total	\$1,672,414	

Staff would recommend City Council formally close the entire Montrose Street Phase II project for formal closure with KDOT.

Recommendation: Approve Final Acceptance of Montrose Street Phase II (street and signal)

Funding Source: KDOT Economic Development Grant and Public Infrastructure Fund

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

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Final Acceptance of Edgerton Wastewater Treatment Facility/Lift Station Project and Authorize Final Payment to Burns & McDonnell/CAS Construction

Department: Utilities

Background/Description of Item: In June 2014, the City of Edgerton received the Kansas Water Pollution Control Permit for the Edgerton Wastewater Treatment Facility (EWWTF). Section E of this permit (Schedule of Compliance) listed several requirements from the Kansas Department of Health and Environment (KDHE) including significantly more stringent nutrient removal requirements for plant effluent. Edgerton WWTF was originally constructed in 1981. Significant construction and upgrade would be required at EEWTF to meet the nutrient removal standards required by KDHE.

In November 2015, Edgerton City Council approved a Preliminary Design-Build Agreement with Burns & McDonnell/CAS Construction in the amount of \$200,800. The Preliminary Design-Build Agreement states the Contractor shall design the project to approximately 30% of the Project, which will enable the Contractor to determine a Guaranteed Maximum Price (GMP) for construction of the project.

In February 2016, City Council approved a Charter Ordinance to exempt the City from state statute provisions regarding the issuance of bonds for the purpose of paying for sanitary sewer improvements. That Ordinance provides the City of Edgerton flexibility to use general obligation bonds for the construction of this project.

On June 23, 2016, Edgerton City Council approved a final Design-Build Contract with Burns & McDonnell/CAS Construction for construction of the Edgerton Wastewater Lift Station and Force Main project with a Guaranteed Maximum Price (GMP) of \$2,821,000 and 310 days for substantial completion. Notice to Proceed was 8/11/16 with 310 days to Substantial Completion. The GMP did not include costs for city engineer, construction inspection or easement acquisition.

Substantial completion was reached on May 1, 2017 and flow was diverted to the newly constructed lift station. Additionally, decommissioning of the Edgerton Wastewater treatment facility began. Final completion of the project inspection including all punch list items were released by Project Inspector Jon Carlson on September 8, 2017.

Below is a project cost summary including all items related to the construction. The balance left is due to the inspection costs being less than estimated, interest earnings and savings on bond issuance costs. The balance will be transferred to the Sewer Fund to be used for the 2018 debt service payments.

Project Cost Summary:

\$3,228,906.48 Total Revenues (Bond Proceeds, interest earnings)
\$3,195,931.90 Total Expenditures (Design, GMP, Inspection, Easements, City Engineer, etc.)
\$ 32,974.58 Balance Left in the Project

Related Ordinance(s) or Statute(s):

Recommendation: Approve final acceptance of Edgerton Wastewater Treatment Facility/Lift Station Project and Authorize Final Payment to Burns & McDonnell/CAS Construction

Funding Source:

Prepared by: Michael Mabrey, Utility Superintendent and Karen Kindle, Finance Director
Date: December 20, 2017

Beth Linn

From: Jon Carlson <jon.carlson@bgcons.com>
Sent: Thursday, December 14, 2017 7:09 AM
To: Mike Mabrey; Scott Peterson; Beth Linn
Cc: david.hamby@bgcons.com; Trey Whitaker
Subject: City of Edgerton City Lift Station

To the best of my knowledge Burns & McDonnell CAS Constructors LLC has completed all work as noted in the plans for the City Lift Station improvement project as of September 8, 2017. This project can be accepted by the City of Edgerton at your discretion.

Respectfully submitted,

Jon Carlson

Senior Construction Observer



1405 Wakarusa Drive | Lawrence, KS 66049

T: 785.749.4474 | F: 785.749.7340

C: 785.331.8289 (Personal)

Web: www.bgcons.com | [Map](#) | [Email](#)

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AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Resolution No. 12-28-17A Establishing Fees And Rates For Permits, Licenses And Services Within The City Of Edgerton, Kansas

Department: Administration

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 the need for continual ordinance amendments. Resolution No. 12-14-17B was adopted by the Council to update the fees for 2018.

At the December 14, 2017 meeting, the Council approved rate increases for the water and sewer utilities as recommended in the rate study from Raftelis Financial Consultants, Inc. These changes were not reflected in the fee resolution adopted by the Council on December 14, 2017. The following resolution No. 12-28-17A is the draft of the revised Annual Fee Resolution for 2018 which reflects the updated water and sewer rates. The draft resolution notes the water and sewer rates will be effective for utility billing beginning March 1, 2018.

Enclosure: Draft Resolution No. 12-28-17A

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

Recommendation: Approve Resolution No. 12-28-17A Establishing Fees And Rates For Permits, Licenses And Services Within The City Of Edgerton, Kansas

Funding Source: N/A

Prepared by: Karen Kindle, Finance Director
Date: December 26, 2017

RESOLUTION NO. 12-28-17A

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	\$500.00
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Private Club

License Fee – Class A Biennial occupation tax	\$500.00
License Fee – Class B Biennial occupation tax	\$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	\$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	\$0.02 per square foot
- 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)	

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	\$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"	\$19.62	\$29.43
3/4"	\$20.85	\$31.28
1"	\$23.33	\$35.00
1 1/2"	\$29.50	\$44.25
2"	\$36.92	\$55.38
3"	\$54.21	\$81.31
4"	\$78.91	\$118.37
6"	\$140.66	\$210.99
8"	\$214.78	\$322.16

Volumetric Rate

Tiers	Inside City	Outside City
0-2,000	\$4.03	\$6.05
2,001-10,000	\$9.07	\$13.61
>10,000	\$12.52	\$18.78

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

\$6.14

Volumetric Rate

\$7.10 [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 \$15.00 per hour
(2-hour charge minimum, additional to inspection fee)

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 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 with the Water Rate and Wastewater Rate becoming effective for City of Edgerton utility billing beginning March 1, 2018.

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 28th 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 Contract with Strategy New Media for IT Services

Department: Administration

Background/Description of Item:

In 2016, staff conducted an RFP process for IT services, and the Council approved a one-year contract with Strategy New Media (Strategy). During the last year, Strategy has worked with staff to bring the network infrastructure up to industry standards and improve security of the City's network. In addition, Strategy has assisted staff with an IT equipment replacement schedule, switching to fiber for internet service and installing a new phone system.

Attached is the proposed contract with Strategy for IT services for 2018. The contract covers the same services as the 2017 contract: help desk, managed services and project work. Help desk services include troubleshooting computer or network issues as they arise. Managed services include procedures that Strategy performs to monitor/assess the health of the City's network and network components, such as making sure antivirus software is up-to-date, making sure security updates are applied, etc. Project work includes services related to specific projects, like new computer installations, new server installations, etc.

Strategy has proposed a different pricing structure for IT services in 2018. The 2017 contract included a fee for unlimited help desk based on an average usage of fifteen hours per month and a fee for managed services per computer/server. Project work was charged at a flat \$110/hour. The new pricing structure charges a fee per network component and per user to result in a flat fee per month for unlimited help desk and managed services. Project work would be charged at an hourly rate, depending on the type of work. Non-network infrastructure component work would be charged at \$90/hour and network infrastructure component work would be charged at \$125/hour.

Staff anticipates that IT costs would be less under this new pricing structure than what they would have been under the 2017 pricing structure, and recommends moving to this new pricing model.

The contract also states that Strategy is allowed to use any work product related to the contract for their marketing purposes unless a non-disclosure agreement is required by the City. Upon the advice of the City Attorney, the City will require Strategy to sign a non-disclosure agreement. This agreement is also attached.

Enclosure: 2018 Contract for IT Services with Strategy New Media
Non-Disclosure Agreement with Strategy New Media

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

Recommendation: Approve the contract for IT Services with Strategy New Media for 2018 and approve the non-disclosure agreement, subject to approval by the City Attorney.

Funding Source: IT Department Budget in the General Fund, Water Fund and Sewer Fund

Prepared by: Karen Kindle, Finance Director
Date: December 20, 2017

OBJECTIVE

Strategy will partner with the city of Edgerton to provide ongoing help desk services, managed services, and technology project work to assure a healthy and secure network infrastructure.

Strategy uses a team approach in supporting each customer, providing our clients with excellent account support, expert strategists, technicians, network engineers, designers, copywriters, web designers, and more...all at an affordable price. Strategy is a collaborative partner that will support you throughout the year, developing an effective marketing plan, and recommending modifications throughout the year to increase impact and address emerging opportunities. We may sit in a different office, but we're here for you, doing our part, and cheering you on.

CORE VALUE STATEMENTS

Value:

We provide exceptional care and service, bringing value to all of our relationships.

Creativity:

We deliver creative solutions which produce fantastic results for our clients.

Choice:

We craft multiple options so our clients can make informed decisions.

Agile:

We are flexible and proactive allowing us to execute in surprisingly timely ways.

Community:

We are mission-minded and invest in our community to make lasting impact.

Integrity:

We value honesty and authenticity. It's not just business, relationships matter.

Results:

Our team produces excellent solutions that help you achieve your goals.

Partnership:

We collaborate with our clients to refine and produce continual improvement.

QUESTIONS OR COMMENTS? GET IN TOUCH WITH US TODAY!

TIMELINE

This agreement is effective upon the date signed and shall remain in force for a period of one year, and be reviewed annually to address any necessary adjustments or modifications. The service agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the initial term, unless either party gives the other sixty (60) days written notice of its intent not to renew this agreement. Should adjustments or modifications be required that modifies the monthly fees paid for the services performed under this agreement, said changes will be communicated at least 60 days prior to renewal.

MAINTENANCE SERVICES

Hardware/Systems Support

Strategy shall provide support of all hardware and systems specified in Appendix A, provided that all hardware is currently covered under an active vendor warranty; or replaceable parts are readily available, and all software be genuine, currently licensed and vendor-supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this agreement. Should 3rd party vendor support charges be required in order to resolve any issues, these will be passed on to the client after first receiving the client's authorization to incur them. Strategy must approve any equipment/services the client may want to add to this agreement after the effective date as acceptable. The addition of the equipment/services not listed in "Appendix A" at the signing of this agreement, if acceptable to Strategy, shall result in the adjustment to the client's monthly charges.

Virus Recovery for Current, Licensed Antivirus protected systems

Attempted recovery from damages caused by virus infection not detected and quarantined by the latest antivirus definitions is covered under the terms of this agreement. This service is limited to those systems protected with a currently licensed, vendor-supported antivirus solution. Given the nature of viruses, recovery of all data is not guaranteed.

SERVICE LEVEL AGREEMENT

Strategy normal business hours of operation are between the hours of 8:00am – 6:00pm Monday through Friday, excluding public holidays. Network monitoring services will be provided 24/7/365.

QUESTIONS OR COMMENTS? GET IN TOUCH WITH US TODAY!

Support and Escalation

Strategy will respond to the client's support tickets as detailed below, and with best effort after hours or on holidays. Tickets must be opened by the client's designated I.T. contact person(s), by email to our help desk, or by phone if email is unavailable. Each issue will be assigned a ticket number for tracking. If a non-designated person submits a ticket, the ticket must be approved by the designated person(s).

Escalation process:

ISSUE	PRIORITY	RESPONSE TIME (IN HOURS)	RESOLUTION TIME (IN HOURS)	ESCALATION TIME (IN HOURS)
Service not available, all systems down (all users and functions unavailable)	1	Within 1 hr	ASAP: Best Effort	2
Significant degradation of service (large number of users or business critical functions affected)	2	Within 2 hrs	ASAP: Best Effort	8
Limited degradation of service (limited number of users or functions affected, business process can continue)	3	Within 8 hrs	ASAP: Best Effort	48
Small service degradation (business process can continue, one user affected)	4	Within 24 hrs	ASAP: Best Effort	96

Service outside Normal Working Hours

Emergency services performed outside the hours of 8:00am – 6:00pm Monday through Friday excluding public holidays, shall be subject to the escalation process outlined above. In addition, any work done that is required by the City of Edgerton on weekends and holidays will be subject to the hourly project rates outlined below.

Monitoring Services

Strategy will provide ongoing monitoring and security services of all critical devices as indicated in Appendix A. Strategy will provide monthly reports as well as document critical alerts, scans and event resolutions to the Client upon their request. Should a problem be discovered during monitoring, Strategy shall make every attempt to rectify the condition in a timely manner.

QUESTIONS OR COMMENTS? GET IN TOUCH WITH US TODAY!

Minimum Standards Required for Service

In order for the client's existing environment to qualify for Strategy's managed services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2008 Server or later, and have all of the Microsoft Service Packs and Critical Updates installed.
2. All desktop PC's and notebooks/laptops/tablets with Microsoft Windows Operating Systems must be running Windows 7 Pro, Apple OS X, or later, and have all of the latest Service Packs and Critical Updates installed.
3. All server and desktop software must be genuine, licensed and vendor-supported.
4. The environment must have a currently licensed, up-to-date and vendor-supported server-based antivirus solution protecting all servers, desktops, notebooks/laptops/tablets, and email.
5. The environment must have a currently licensed, vendor-supported server-based backup solution that can be monitored, and send notifications on job failures and successes.
6. The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet.
7. All wireless data traffic in the environment must be securely encrypted.

If these requirements are not met, Strategy can bring the environment up to these standards at an additional cost to be estimated based on issues to resolve.

Services Not Covered

Service rendered under this agreement does not include:

1. Parts, equipment or software not covered by vendor/manufacture warranty or support.
2. The cost of any parts, equipment or shipping charges of any kind.
3. The cost of any software, licensing, or software renewal or upgrade fees of any kind.
4. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.
5. The cost to bring the client's environment up to minimum standards required for services.
6. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
7. Service and repair made necessary by the alteration or modification other than that authorized by Strategy, including alterations, software installations or modifications of equipment made by the client's employees or anyone other than Strategy.
8. Installation or upgrades of application or operating system software packages, whether acquired from Strategy or any other source unless as specified in Appendix A.

QUESTIONS OR COMMENTS? GET IN TOUCH WITH US TODAY!

9. Programming (modification of software code) and program (software) maintenance unless as specified in Appendix A.
10. Training services of any kind.

BUDGET SUMMARY

Monthly invoices will be sent for managed service fees which will be due on the 1st of each month during the managed services term. If payment is not received within 15 days following the due date, services will be suspended. Fees maybe setup for automatic payment via credit card. It is understood that all services requested by the client that fall outside of the terms of this agreement will be considered projects, and will be quoted and billed as separate, individual services. Project rates are given below. Hardware costs of any kind or software licenses of any kind are not covered under the terms of this Agreement. Applicable taxes shall be applied to totals below as necessary.

Monthly Service Fee

DESCRIPTION	PRICE
Monitoring & Maintenance Service Will include monitoring and maintenance of all systems covered in Appendix A	\$1,179.00 per month
Unlimited Help Desk Support Includes tickets for users using the systems covered in Appendix A	\$805.00 per month
Monthly Fee	\$1,984.00 per month

Client will be notified in the event of scope change and amended estimate will be provided.
Estimate is valid for 30 days.

Project Hourly Rates

Project rates will be applied to any service or equipment not covered in the agreement.

DESCRIPTION	PRICE
Network Equipment (WiFi, routers, firewalls, switches, and access points) and Servers	\$125.00 per hour
Workstations, phones, mobile devices, printers, copiers, faxes, back-up systems, cabling, etc.	\$90.00 per hour

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BILLING

Invoices are due net 15. New projects are billed 35% down along with first month's fees if applicable. Additional invoices will be sent in installments during the life of the project based on work completed. A monthly late charge (the greater of, 1.5% of the overdue amount, or \$15/month) will be assessed on outstanding invoices over 60 days old. Payments can be made online at www.strategynewmedia.com/payments.

WHAT THE ESTIMATE DOESN'T COVER

This estimate does not cover third party fees such as stock art, credit card processing, hardware, software, print costs, etc. Further, this estimate does not cover mileage, meals, or other out-of-pocket expenses which will be billed as needed.

GOVERNANCE

This agreement shall be governed by the laws of the State of Kansas. It constitutes the entire agreement between the client and Strategy for monitoring/maintenance/service of all equipment listed in "Appendix A." Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the client. Strategy is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

QUESTIONS OR COMMENTS? GET IN TOUCH WITH US TODAY!

PROJECT ACCEPTANCE

This project can be accepted via affirmative email response or printed, signed, and delivered to Strategy, LLC.

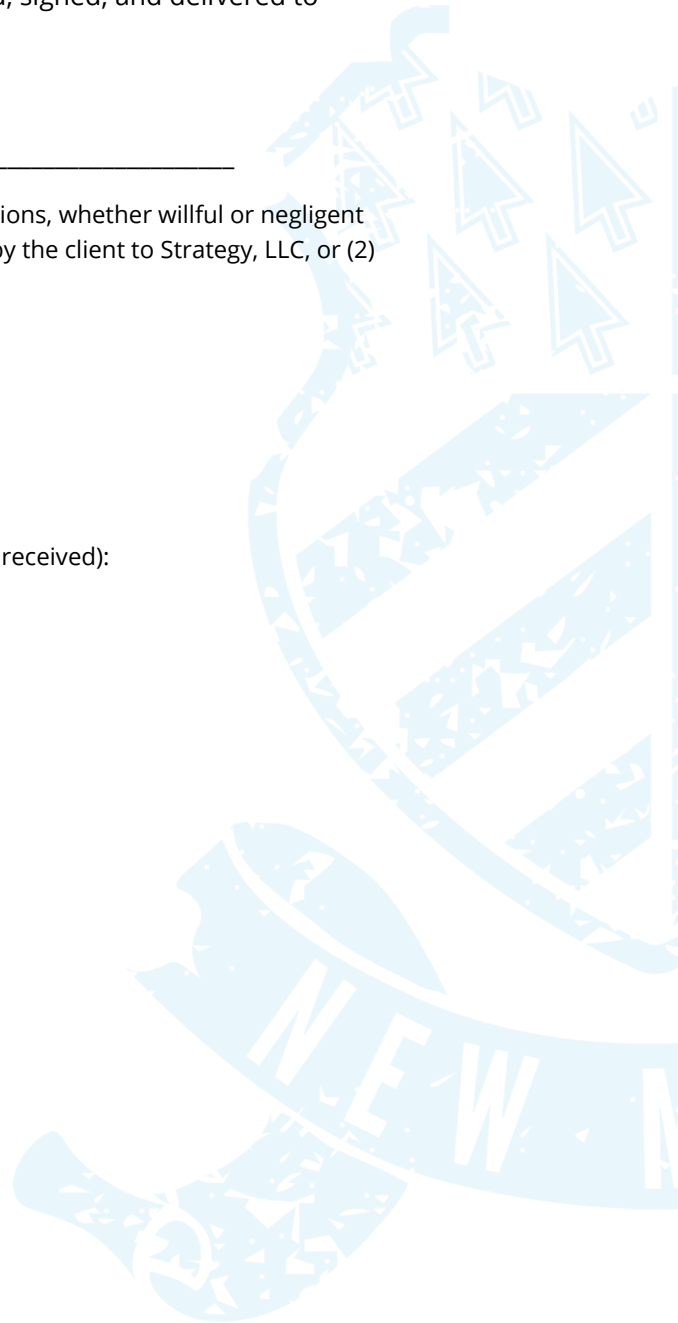
Client Approval: _____ Date: _____

Client agrees that the liability of Strategy, LLC, to the client for acts and omissions, whether willful or negligent on the part of Strategy, LLC, shall not exceed the greater (1) of the fees paid by the client to Strategy, LLC, or (2) the available proceeds of any insurance coverage.

If mailing acceptance please mail with deposit to:

Strategy, LLC
1121 N Julia
Olathe, KS 66061
Fax: 913.324.5899

If accepting via email (please note: project work will not begin until deposit is received):
sales@strategynewmedia.com



QUESTIONS OR COMMENTS? GET IN TOUCH WITH US TODAY!

APPENDIX A

Services Offered Under Managed Services Agreement

The following table shows the services included with a Managed Services Agreement for those devices listed in the "Covered Equipment" section.

DESCRIPTION	FREQUENCY	INCLUDED
General		
Document Hardware and Software Changes	As performed	Yes
Test Backups with Restore (if current backup system in place)	Monthly	Yes
Custom monthly reports per request	Monthly	Yes
Servers		
Monitor servers	Ongoing	Yes
Check print queues	As Needed	Yes
Monitor specific server services per request	Ongoing	Yes
Keep Microsoft Service Packs, patches, and hotfixes current	Monthly	Yes
Check event log of every server and identify any potential issues	As things appear	Yes
Monitor Hard Drive free space on servers	Ongoing	Yes
Monitor Active Directory Replication	As needed	Yes
Monitor DNS and WINS Replication	As needed	Yes
Reboot Servers if Needed	As needed	Yes
System tune up schedule	As needed	Yes
Scheduled off-line server maintenance	As needed	Yes
Determine logical directory structure, Implement, MAP and Detail	As needed	Yes
Check Status of Backups (if current backup system is in place)	Daily	Yes
Alert Client to Dangerous Conditions - Memory Running Low - Hard Drive Showing Signs of Failure - Hard Drive running out of Disk Space - Controllers losing interrupts - Network cards report unusual collision activity	As needed	Yes
Educate and Correct User Errors (deleted files, etc.)	As needed	Yes
Clean and Prune Directory Structure, keep efficient and active	As needed	Yes
Disaster Recovery		
Alert Client to Dangerous Conditions	As needed	Yes
Devices		
Manage Desktops	Ongoing	Yes
Manage Network Printers (If listed on "Covered Equipment")	Ongoing	Yes
Manage Other Network Devices (If listed on "Covered Equipment")	Ongoing	Yes
Networks		
Check Router Logs	As needed	Yes
Performance Monitoring	As needed	Yes

QUESTIONS OR COMMENTS? GET IN TOUCH WITH US TODAY!

Monitor CSU/DSUs, Routers, Switches, Internet Connectivity to ensure that everything is functioning properly (on devices managed by Strategy)	As needed	Yes
Security		
Monitor firewall logs	As needed	Yes
Confirm that Antivirus definition auto updates have occurred	As needed	Yes
Confirm that AntiSpyWare updates have occurred	As needed	Yes
Create new Directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As needed	Yes
Permissions and File System Management	As needed	Yes
Setup new users, including login restrictions, passwords, etc.	As needed	Yes
Set up and change security for users and applications	As needed	Yes



QUESTIONS OR COMMENTS? GET IN TOUCH WITH US TODAY!

Covered Equipment

The following table shows the equipment Strategy has accepted the management of:

QUANTITY	EQUIPMENT
2	Servers
18	Workstations
4	SonicWALL TZ 300's
4	Managed Switches
4	Wireless Systems
11	Desk phones
26	Mobile Devices (cell phones, tablets, etc.)
2	Printers, copiers, and fax machines
0	Backup Systems
0	Door Access Systems
23	Users

Note: This equipment list is based on an out-of-date inventory report and will likely change after a full inventory is completed which may result in appropriate changes to monthly fees. The Datto backup system is covered in your Datto Maintenance agreement.

Price Table

ITEM	PRICE
Servers	\$155.00 per server
Workstations	\$10.50 per workstation
Network equipment (Firewalls, Managed Switches, etc.)	\$55.00 per piece of network equipment
Wireless systems	\$55.00 per wireless system
Printers, copiers, fax machines	\$27.50 per device
Phones	\$5.00 per phone
Mobile Device	\$5.00 per phone
Backup Systems	\$55.00 per backup system
Door Access Systems	\$55.00 per Door Access System
Users	\$35.00 per user

QUESTIONS OR COMMENTS? GET IN TOUCH WITH US TODAY!

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT dated _____, 2017, between the City of Edgerton, Kansas ("EDGERTON") and Strategy, LLC ("STRATEGY").

1. Background. Contemporaneously with the signing of this Agreement, EDGERTON and STRATEGY entered into an agreement for the providing of services by STRATEGY to EDGERTON for the period of January 1, 2018 through December 31, 2018. Page 4 of that agreement contains a provision titled "RIGHTS FOR USE FOR SELF PROMOTION" wherein STRATEGY reserved the right to use any final product for use in self-promotion "unless a non-disclosure agreement is required and signed by Strategy, LLC before work has begun". Given the confidential nature of information regarding the citizens of EDGERTON which may exist in the relationship between the parties, EDGERTON has decided to require this Non-Disclosure Agreement.

2. Confidential Information. As used in this Agreement, the term "Confidential Information" shall mean all personal records of said citizens, businesses and any other parties related to the functioning of the City of Edgerton, all information that either has been identified in writing as confidential or is of such a nature, or has been disclosed in such a way that it is obvious to STRATEGY, or a reasonable person, that it is claimed as confidential by EDGERTON.

3. Disclosure of Confidential Information. STRATEGY shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) to any person outside its organization, any Confidential Information of EDGERTON. STRATEGY and its personnel shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of EDGERTON. Without limitation of the foregoing, STRATEGY shall not use any of its final product involving EDGERTON for use in any self-promotion, nor shall STRATEGY remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any original information or copies of Confidential Information obtained from EDGERTON. STRATEGY shall disclose Confidential Information received by it under the agreement between the parties only to persons within its organization who have a need to know such Confidential Information in the course of the performance of their duties and who are bound by a written agreement to protect the confidentiality of such Confidential Information.

4. Limitation on Confidential Information. Confidential Information shall not include any information which:

- (a) is generally known to the public at the time of disclosure or becomes generally known through no act on the part of STRATEGY;
- (b) is already in STRATEGY's possession at the time of disclosure by EDGERTON;
- (c) becomes known to STRATEGY through disclosure by sources other than EDGERTON having the legal right to disclose such Confidential Information;
- (d) is required to be disclosed by STRATEGY to comply with applicable laws or governmental regulations, provided that STRATEGY provides prior written notice of

such disclosure to EDGERTON so that EDGERTON may take reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

(e) is independently developed by STRATEGY without any use of Confidential Information.

5. Ownership of Confidential Information. STRATEGY agrees that EDGERTON is and shall remain the exclusive owner of its Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to STRATEGY is granted or implied under this Agreement.

6. Return of Documents. STRATEGY shall, at the request of EDGERTON, return to EDGERTON all documents, drawings and other tangible manifestations of Confidential Information received by STRATEGY pursuant to this Agreement (and all copies and reproductions thereof).

7. Miscellaneous.

(a) This Agreement supersedes all prior agreements, written or oral, between EDGERTON and STRATEGY relating to the subject matter of this Agreement.

(b) This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

(c) This Agreement shall be effective during the term of the Master Agreement between the parties, and STRATEGY additionally agrees not to disclose any information received from EDGERTON during that period of time, or any future contract extensions or renewals, to any party outside of STRATEGY's organization at any time during or thereafter.

(d) This Agreement may only be modified in a writing signed by both parties.

EXECUTED as a sealed instrument as of the day and year first set forth above.

CITY OF EDGERTON, KANSAS

BY: _____
DONALD ROBERTS, Mayor

ATTEST:

JANEICE RAWLES, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

STRATEGY, LLC.

BY: _____

Printed Name: _____

Title: _____

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, the undersigned Notary Public in and for the County and State aforesaid, appeared _____ of Strategy, LLC, to me personally known, who being duly sworn did state that he/she has the authority to execute the foregoing document and that he/she acknowledged he/she fully understands the content and meaning of the within instrument and acknowledged that said instrument is his/her free act and deed.

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

NOTARY PUBLIC

My Appointment Expires:

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Annexation Agreement regarding Land Generally Located Along 199th Street West of Homestead Lane

Department: Community Development

Background/Description of Item: Earl S. Thompson, Jr. and Patricia L. Thompson Revocable Trust own Parcel ID# 4F221504-4005 generally located along 199th Street west of Homestead Lane. This parcel is contiguous to City of Edgerton corporate city limits. The Thompson have filed an Annexation Agreement and Consent for Annexation Form for consideration by Edgerton City Council. This parcel would allow previously annexed parcels at the intersection of 199th Street and Homestead Lane to convert from island annexations to contiguous annexations.

A summary of the significant terms of the Annexation Agreement are listed below. Please find enclosed with the packet the entire Agreement. Formal Annexation of the property will be considered by the Edgerton Council is separate action following consideration of the Annexation Agreement.

- Landowner agrees to prepare, at Landowner's expense, all materials necessary for the annexation.
- City agrees to take any and all appropriate actions, at City's expense, as are required by the annexation laws of Kansas.
- Landowner agrees that upon annexation, the Property shall be subject to the same ordinances, rules, regulations, and policies, as applicable to all other property, except as otherwise provided in the Agreement.
- City will reimburse Landowner for City property taxes levied against the Property for a period of up to ten (10) years subject to the following conditions:
 - (A) Landowner shall provide a receipt of payment of City property taxes to the City
 - (B) City will reimburse up to \$1000 annually within thirty (30) days of its receipt of proof of payment
 - (C) Reimbursement shall cease if any form of development on the property be initiated (residential, commercial or industrial) could include a request to change zoning classification or a request for a building permit

City Attorney has approved the Annexation Agreement.

Enclosure: Annexation Agreement

Related Ordinance(s) or Statute(s):

Recommendation: Approve Annexation Agreement regarding Land Generally Located Along 199th Street West of Homestead Lane

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 26, 2017

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement") is made and entered into this ____ day of December, 2017, by and among the Earl S. Thompson, Jr. and Patricia L. Thompson Revocable Trust ("Landowner") and the City of Edgerton, Johnson County, Kansas ("City").

WHEREAS, Landowner is the owner of record of certain land situated in Johnson County, Kansas, being more particularly described on Exhibit A, which is attached hereto and made a part of this Agreement (the "Property"); and

WHEREAS, the Property is located adjacent to the city limits of the City and within the City's future annexation plan, but is not otherwise situated within the limits of any other municipality; and

WHEREAS, Landowner desires to submit to the City an application for annexation to the City of Edgerton; and

WHEREAS, City desires to annex the Property and K.S.A. 12-534 allows cities and landowners to enter into agreements to set the condition of annexation prior to the act of annexation; and

WHEREAS, this Agreement sets forth the understandings and agreements of annexation between the parties hereto, which are in accord with the policies of the City; and

NOW, THEREFORE, the parties hereto agree to the annexation of the Property, subject to the following terms and conditions:

1. The above recitals are true and correct, are incorporated in this Agreement by reference thereto, and form a material part of this agreement upon which the parties have relied, including, but not limited to the assertions that the Landowner owns the Property and that the Landowner is empowered to enter into this Agreement and make binding commitments.
2. Landowner acknowledges that the annexation of the Property is subject to the plenary legislative and quasi-judicial discretion of the City Council of the City. No assurances of annexation have been made or relied upon by the Landowner and this Agreement shall in no way inhibit or affect the ability of the City or its officials from properly performing their legislative and quasi-judicial functions, including but not limited to, the outright denial of the annexation petition.
3. Landowner has filed a Consent for annexation with the City, a copy of which is attached hereto as Exhibit B. Landowner agrees to prepare, at Landowner's expense, all materials necessary for the annexation, including, without limitation, the annexation Consent, associated legal descriptions, and associated maps for annexation.
4. Landowner agrees that upon annexation, the Property shall be subject to the same ordinances, rules, regulations, and policies, as applicable to all other property presently situated within the city limits of the City, except as otherwise provided herein.

5. The City agrees to take any and all appropriate actions, at City's expense, as are required by the annexation laws of Kansas applicable to annexing cities which are necessary with respect to the subject annexation petition, including, but not limited to, the publication of all required notices and the holding of all required hearings regarding the same.
6. Upon annexation, the Property shall be subject to all laws, codes, ordinances, fees, taxes, usage charges and regulations of the City, now existing or as may hereinafter be amended, enacted, enforced, and nothing herein shall be interpreted to limit the enforceability or application of such, except, as provided herein. Notwithstanding the foregoing, the City hereby agrees that following annexation of the Property into the City, and subject to the conditions listed in Paragraph 7 below, the City will reimburse Landowner for City property taxes levied against the Property for a period of up to ten (10) years.
7. The City agrees to reimburse Landowner for City property taxes levied against the Property subject to the following conditions: (a) Following payment by Landowner of City property taxes, Landowner shall provide a receipt of the same to the City. Within thirty (30) days of its receipt of proof of payment the City will reimburse Landowner for the amount paid in an amount not to exceed \$1,000.00 annually; (b) Should any form of development on the property be initiated, whether the development be residential, commercial or industrial, including, but not limited to a request to change zoning classification or a request for a building permit, this Agreement to reimburse City property taxes shall cease effective immediately; and (c) This agreement to reimburse shall be in effect for not greater than ten tax years following the signing of this Agreement.
8. This Agreement is expressly contingent on the passage of an annexation ordinance. If for any reason an annexation ordinance is not passed by the City, this Agreement shall become void ab initio and shall be of no force and effect as if it had never been executed. If the City does not annex the property, no party will be liable to any other for any costs that the other party has incurred in the negotiations of this Agreement, or in any matter related to the potential annexation of the Property. This Agreement is intended to be recorded among the land records of the Johnson County, Kansas Records and Tax Administration at City's expense, but not until after the passage of the annexation ordinance.
9. This Agreement reflects an understanding between the parties concerning the annexation of the Property. Any prior negotiations, comments, plans or understandings not expressly set forth herein are of no further force and effect to the extent they may be inconsistent with the terms hereof. This Annexation Agreement is not intended to limit or restrict the ordinary review authority of the City and its departments, commissions or committees to impose conditions on, or deny certain aspects of the proposed development as deemed appropriate.
10. This Agreement is for the benefit of the parties to this Agreement and the successors and assigns of Landowner and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party who is not intended to be benefited hereby. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement

or any provisions or conditions hereof, other than the parties hereto and their respective designated representatives, successors and assigns.

11. The terms of this Agreement shall be binding upon the successors and assigns and legal representatives of the parties hereto.
12. The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement.
13. The parties agree and hereby stipulate that any party may, by civil action, mandamus, injunction, specific performance, or other proceedings, enforce and compel performance of this Agreement, or declare this Agreement null and void, in addition to other remedies available. Upon breach by City the Landowner shall be entitled to have the Property de-annexed.
14. The laws of the state of Kansas shall govern the interpretation and enforcement of this Agreement. In any action to enforce or interpret the terms of this Agreement, venue shall be in Johnson County, Kansas.
15. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party to the Agreement or substantially increase the burden of either party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
16. If State or Federal laws are enacted after execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the parties hereto; provided, however, that the City agrees that it shall not modify this Agreement in any manner which would in any way be inconsistent with the intent of the parties to provide for development of the Property in accordance with the terms and conditions hereof.
17. This agreement is the result of bona fide arm's length negotiations between the City, the Landowner, and all parties contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
18. No waiver by the City or the Landowner of any term or condition of this Agreement shall be deemed to be or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.
19. This Agreement may not be amended, changed or modified, and material provisions hereunder may not be waived, except by a written document of equal dignity approved by the City and the Landowner.
20. This Agreement may be executed in any number of counterparts, each of which shall be


deemed an original, but all of which, taken together, shall constitute one and the same document. A facsimile or PDF of this document shall be treated as an original.

IN WITNESS WHEREOF, the above parties have signed as of the date written above.

CITY OF EDGERTON, KANSAS

EARL S. THOMPSON, JR. AND PATRICIA L.
THOMPSON REVOCABLE TRUST

Donald Roberts, Mayor


Earl S. Thompson, Jr., Trustee

ATTEST:

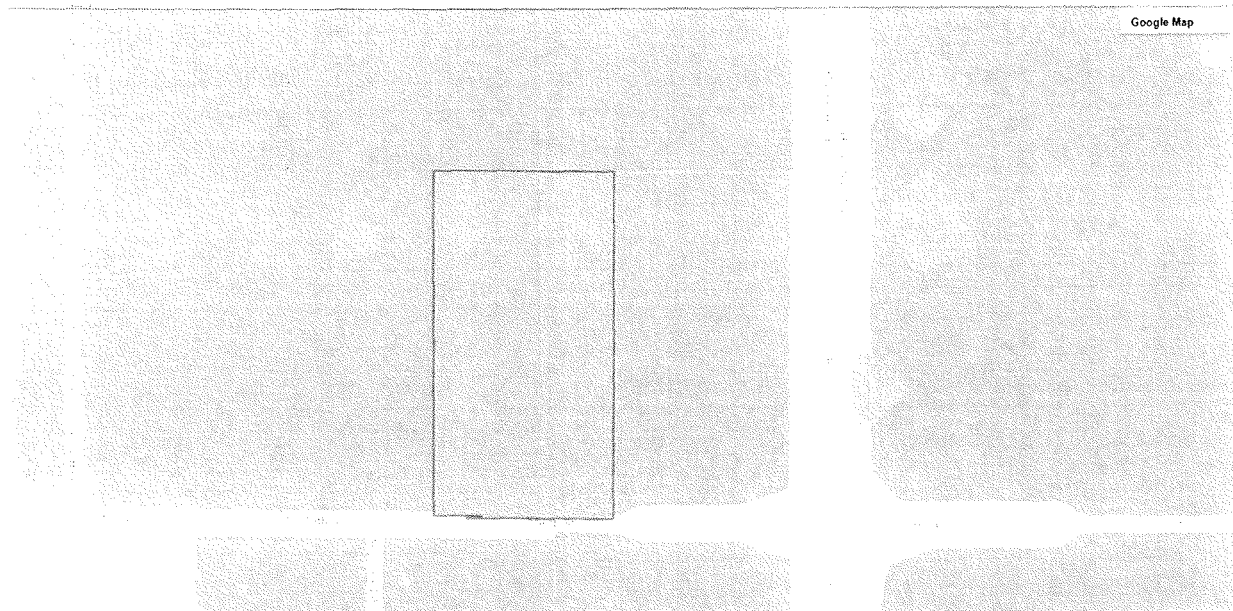
Janeice Rawles, City Clerk

 TTEE
Patricia L. Thompson, Trustee

Approved to form and legality:

Lee Hendricks, City Attorney

EXHIBIT A



Legal Desc. 4-15-22 BG 662.04' W SE CR SE1/4 PT BEING SW CR E 20 AC SE1/4 SE1/4 W
655.67' TO SW CR1/4 1/4 N 1316.77' E 655.44' S1316.28' TO POB EX .034 AC IN
ST 19.966 ACS M/L MC 319 1

Tax Property ID	4F221504-4005
Situs Address	32880 W 199TH ST
Owner 1	THOMPSON, EARL S JR AND
Owner 2	THOMPSON, PATRICIA L REV TR
Own Addr Line 1	32880 W 199TH ST
Own Addr Line 2	EDGERTON, KS 66021
Acres	19.45 (847,435.00 ft ²)
Year Built	2000
Class	R

LBCS Function	1101 - Single family residence
Neighborhood Code	804.2
KS Uniform Parcel #	0462020404001004010
Taxing Unit	0557
Zoning	RUR

EXHIBIT B

CONSENT FOR ANNEXATION FORM
(Adjoining Property by Request)

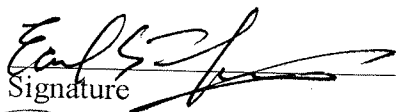
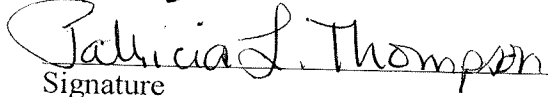
TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

[Insert or attach full legal description]

The undersigned further warrants and guarantees that they are the only owner(s) of record of the land.

OWNERS OF LAND TO BE ANNEXED:

 Signature	EARL S. Thompson Jr ^{TTEE} Printed Name	12/19/17 Date
 Signature	Patricia L. Thompson Printed Name	12/20/17 Date
_____ Signature	_____ Printed Name	_____ Date

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance Annexing Land (generally located along 199th Street west of Homestead Lane) Into The City Of Edgerton, Kansas

Department: Community Development

Background/Description of Item: Earl S. Thompson, Jr. and Patricia L. Thompson Revocable Trust have submitted a Consent for Annexation for property they own. Said property is generally located along 199th Street west of Homestead Lane with Parcel ID# 4F221504-4005. Together with the Annexation Agreement previously considered by Edgerton City Council, a Consent for Annexation Form has been filed with request to annex into the City of Edgerton.

Kansas Statute 12-520 states that the governing body of any city, by ordinance, may annex land to such city if that land adjoins the city and a written petition for consent to annexation is filed with the city. The property owner has filed the required petition for Consent for Annexation. This property is contiguous to property within the City of Edgerton corporate city limits.

City Attorney will provide the ordinance for consideration by City Council at the December 28, 2017 meeting.

Enclosure: Consent for Annexation

Related Ordinance(s) or Statute(s): K.S.A. 12-520

Recommendation: Approve Ordinance Annexing Land Into The City Of Edgerton, Kansas

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 26, 2017

CONSENT FOR ANNEXATION FORM
(Adjoining Property by Request)

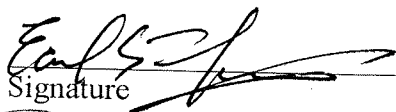
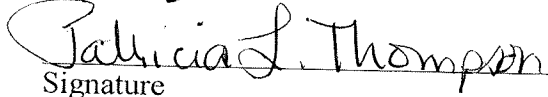
TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

[Insert or attach full legal description]

The undersigned further warrants and guarantees that they are the only owner(s) of record of the land.

OWNERS OF LAND TO BE ANNEXED:

 Signature	EARL S. Thompson Jr ^{TTEE} Printed Name	12/19/17 Date
 Signature	Patricia L. Thompson Printed Name	12/20/17 Date
_____ Signature	_____ Printed Name	_____ Date

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance Annexing Land Into The City Of Edgerton, Kansas

Department: Community Development

Background/Description of Item: NPD Management, LLC has submitted a Consent for Annexation for seventeen (17) properties of which they are considered the authorized representative. Said property is generally located in the vicinity of Homestead Lane/207th Street south of Interstate 35. A Consent for Annexation Form for each property has been filed with request to annex into the City of Edgerton. Enclosed is a map of the various property locations.

Kansas Statute 12-520 states that the governing body of any city, by ordinance, may annex land to such city if that land adjoins the city and a written petition for consent to annexation is filed with the city. NPD Management, LLC has filed the required petition for Consent for Annexation. These properties will be contiguous to property within the City of Edgerton corporate city limits pending approval by the Edgerton City Council for Tract A considered previous to this item on the December 28th City Council agenda.

City Attorney will provide the ordinance for consideration by City Council at the December 28, 2017 meeting.

Enclosure: Consents for Annexation
 Properties Map

Related Ordinance(s) or Statute(s): K.S.A. 12-520

Recommendation: Approve Ordinance Annexing Land Into The City Of Edgerton, Kansas

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 26, 2017

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 15 SOUTH , RANGE 22 EAST, JOHNSON COUNTY, KANSAS, THENCE NORTH 89° 59' 27" EAST ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 892.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 43° 26' 53" WEST ALONG THE CENTER LINE OF A COUNTY ROAD, A DISTANCE OF 1235.45 FEET TO A POINT; THENCE NORTH 0° 26' 20" WEST, A DISTANCE OF 107.04 FEET TO A POINT; THENCE NORTH 89° 33' 39" EAST, A DISTANCE OF 1238.33 FEET TO A POINT; THENCE SOUTH 0° 26' 21" EAST, A DISTANCE OF 1013.45 FEET TO A POINT IN THE SOUTH LINE OF SAID SECTION 10; THENCE SOUTH 89° 59' 27" WEST ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 395.63 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART IN PUBLIC ROADS, ALSO KNOWN AS TRACTS A AND B, AS DESCRIBED ON THE CERTIFICATE OF SURVEY FILED NOVEMBER 3, 2011, IN BOOK 201111, PAGE 001685.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

Wellsville Farms, LLC
a Missouri limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its Manager

By: _____

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS; THENCE EAST 1513.55 FEET AND ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 0° 26' 30" EAST, A DISTANCE OF 1980.00 FEET; THENCE NORTH 89° 28' 01" WEST, A DISTANCE OF 880.00 FEET; THENCE NORTH 0° 26' 24" EAST, A DISTANCE OF 660.00 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 38' 01" WEST AND ALONG SAID NORTH LINE, A DISTANCE OF 1939.45 FEET; THENCE SOUTH 0° 26' 20" EAST, A DISTANCE OF 2630.99 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 10; THENCE EAST 1305.15 FEET AND ALONG THE SOUTH LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING, ALL BEING A PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART IN STREETS AND ROADS, AND; EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT A POINT 480.25 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS, SAID POINT BEING ON THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 274.58 FEET; THENCE EAST 114.58 FEET; THENCE NORTH 140.65 FEET; THENCE EAST 130.92 FEET; THENCE NORTH 134.13 FEET; THENCE EAST 787.80 FEET; THENCE SOUTH 551.82 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST 1033.30 FEET AND ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, SUBJECT, HOWEVER TO A 30.00 FOOT ACCESS ROADWAY EASEMENT ALONG THE EAST LINE OF THE ABOVE-DESCRIBED REAL PROPERTY.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

Moonlight Farms, LLC
a Missouri limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its Manager

By: _____

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

ALL THAT PART OF THE SOUTHEAST ¼ OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 22 EAST, IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT 480.25 FEET EAST OF THE SOUTHWEST (SW) CORNER OF THE SOUTHEAST QUARTER (SE¼) OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS, SAID POINT BEING ON THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 274.58 FEET; THENCE EAST 114.58 FEET; THENCE NORTH 140.65 FEET; THENCE EAST 130.92 FEET; THENCE NORTH 134.13 FEET; THENCE EAST 787.80 FEET; THENCE SOUTH 551.82 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST 1033.30 FEET AND ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, SUBJECT, HOWEVER TO A 30.00 FOOT ACCESS ROADWAY EASEMENT ALONG THE EAST LINE OF THE ABOVE DESCRIBED REAL PROPERTY, AND EXCEPT ANY OTHER PROPERTY USED OR DEDICATED FOR STREETS, ROADS OR PUBLIC RIGHTS OF WAY.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

Wellsville Farms, LLC
a Missouri limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its Manager

By: _____

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

LOT 4, ROCKWALL ESTATES, A SUBDIVISION IN JOHNSON COUNTY, KANSAS.

APN: 2P74000000 0004 (For Information Only)

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

Wellsville Farms, LLC
a Missouri limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its Manager

By: _____

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 15S, RANGE 22E, IN JOHNSON COUNTY, KANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS; THENCE WEST 315.2 FEET AND ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 967.39 FEET AND PARALLEL TO THE EAST LINE OF SAID QUARTER SECTION; THENCE EAST 315.2 FEET AND PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION TO A POINT ON THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 967.39 FEET AND ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, EXCEPT FOR THAT PART USED OR DEDICATED FOR STREETS, ROADS OR PUBLIC RIGHTS OF WAY.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

Wellsville Farms, LLC
a Missouri limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its Manager

By: _____

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

LOT 3, ROCKWALL ESTATES, A SUBDIVISION IN JOHNSON COUNTY, KANSAS.

APN: 2P74000000 0003 (For Information Only)

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

Wellsville Farms, LLC
a Missouri limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its Manager

By: _____



Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

LOT 2, ROCKWALL ESTATES, A SUBDIVISION IN JOHNSON COUNTY, KANSAS.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

Wellsville Farms, LLC
a Missouri limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its Manager

By: _____

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

LOT 1, ROCKWALL ESTATES, A SUBDIVISION IN JOHNSON COUNTY, KANSAS.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

South JOCO Farms, LLC
a Missouri limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its Manager

By: _____

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

File No.: NCS-842329-KCTY

ONE SQUARE ACRE OF LAND IN THE NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART IN STREETS AND ROADS.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

Wellsville Farms, LLC
a Missouri limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its Manager

By: _____

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

A tract of land in the Southwest Quarter of Section 11, Township 15 South, Range 22 East, Johnson County, Kansas, legally described as follows:

Beginning at a point 208.71 feet South of the Northwest corner of the Southwest Quarter of Section 11, Township 15 South, Range 22 East, Johnson County, Kansas, said point being on the West line of said Quarter Section; thence East 208.71 feet; thence North 208.71 feet, thence East 1140.95 feet and parallel to the North line of said Quarter Section; thence South 1318.85 feet; thence West 1347.50 feet to a point on the West line of said Quarter Section; thence North along the West line of said Quarter Section to the point of beginning, all being a part of the Northwest Quarter of the Southwest Quarter of Section 11, Township 15 South, Range 22 East, Johnson County, Kansas, subject to that part, if any, in streets, roadways, highways or other public right-of-ways.

EXCEPT THE FOLLOWING:

The North 25 feet of the East 1140.95 feet of the Northwest Quarter of the Southwest Quarter of Section 11, Township 15, Range 22, Johnson County, Kansas; which exception is subject to an easement, being hereby transferred, as described in Book 6668 at Page 627.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

Hillsdale Farms, LLC

a Missouri limited liability company

By: NPD Management, LLC

a Missouri limited liability company

Its Manager

By: _____

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

A tract of land in the Southwest Quarter of Section 11, Township 15 South, Range 22 East, Johnson County, Kansas, legally described as follows:

Beginning at a point 208.71 feet South of the Northwest corner of the Southwest Quarter of Section 11, Township 15 South, Range 22 East, Johnson County, Kansas, said point being on the West line of said Quarter Section; thence East 208.71 feet; thence North 208.71 feet, thence East 1140.95 feet and parallel to the North line of said Quarter Section; thence South 1318.85 feet; thence West 1347.50 feet to a point on the West line of said Quarter Section; thence North along the West line of said Quarter Section to the point of beginning, all being a part of the Northwest Quarter of the Southwest Quarter of Section 11, Township 15 South, Range 22 East, Johnson County, Kansas, subject to that part, if any, in streets, roadways, highways or other public right-of-ways.

EXCEPT THE FOLLOWING:

The North 25 feet of the East 1140.95 feet of the Northwest Quarter of the Southwest Quarter of Section 11, Township 15, Range 22, Johnson County, Kansas; which exception is subject to an easement, being hereby transferred, as described in Book 6668 at Page 627.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

Hillsdale Farms, LLC
a Missouri limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its Manager

By: _____

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

All that part of an unplatted tract of land in the Northwest 1/4 of Section 11, Township 15 South, Range 22 East, in Johnson County, Kansas, described as follows:

COMMENCING at the Northwest corner of the Northwest 1/4 of Section 11, Township 15 South, Range 22 East; thence North 88 degrees 20 minutes 31 seconds East, along the North line of said Northwest Quarter, a distance of 1650.52 feet to a point on the East line of a deed, as established in Book 200905, Page 001098, the POINT OF BEGINNING; thence North 88 degrees 20 minutes 31 seconds East, departing the East line of said deed, continuing along said North line, a distance of 60.12 feet to a point on the West line of the East 30 Acres of Northeast Quarter of said Northwest Quarter; thence South 02 degrees 05 minutes 12 seconds East, departing said North line, along the West line of said East 30 Acres, a distance of 1316.61 feet to a point on the South line of the Northeast Quarter of the Northwest Quarter of said Section 11, said point also being the Southwest corner of said East 30 Acres; thence North 88 degrees 21 minutes 07 seconds East, along the South line of said East 30 Acres and along the South line of the Northeast Quarter of said Northwest Quarter, a distance of 992.57 feet to the Southeast corner of the Northeast Quarter of said Northwest Quarter; thence South 02 degrees 05 minutes 12 seconds East, departing the South line of said East 30 Acres, along the East line of the Southeast Quarter of said Northwest Quarter, a distance of 1316.78 feet to the Southeast corner of said Northwest Quarter; thence South 88 degrees 21 minutes 42 seconds West, along the South line of said Northwest Quarter, a distance of 1346.43 feet to the Southeast corner of Mertz Addition, a subdivision in the Southwest Quarter of the Northwest Quarter of Section 11, Township 15 South, Range 22 East of the 6th Principal Meridian, Johnson County, Kansas, said corner also being the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 11; thence North 02 degrees 11 minutes 57 seconds West, departing said South line, along the West line of the Southeast Quarter of said Northwest Quarter and along the East line of said Mertz Addition, a distance of 655.62 feet to the Northeast corner of said Mertz Addition; thence North 88 degrees 22 minutes 30 seconds East, along the Easterly extension of the North line of said Mertz Addition, a distance of 30.10 feet to point; thence North 01 degree 45 minutes 10 seconds West, departing said Easterly extension, a distance of 660.93 feet to a point on the South line of a deed established in said Book 200905, Page 001098, said point also lying on the South line of the Northeast Quarter of the Northwest Quarter of said Section 11; thence North 88 degrees 21 minutes 07

Continued on second page.

seconds East, along the South line of said deed, and along the South line of the Northeast Quarter of said Northwest Quarter, a distance of 261.08 feet to the Southeast corner of said deed; thence North 02 degrees 05 minutes 12 seconds West, departing the South line of the Northeast Quarter of said Northwest Quarter, along the East line of said deed, a distance of 1316.60 feet to the POINT OF BEGINNING, except part in road.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

East Kansas Land & Cattle Company, LLC

a Missouri limited liability company

By: NPD Management, LLC

a Missouri limited liability company

Its Manager

By:  _____

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 15, RANGE 22; THENCE NORTH 0 DEGREES 26 MINUTES 20 SECONDS WEST, A DISTANCE OF 2639.44 FEET, TO THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 38 MINUTES 01 SECONDS EAST, A DISTANCE OF 1288.45 FEET; THENCE SOUTH 0 DEGREES 26 MINUTES 21 SECONDS EAST, A DISTANCE OF 2630.99 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 27 SECONDS WEST, A DISTANCE OF 1288.45 FEET, TO THE POINT OF BEGINNING.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

Wellsville Land Co., LLC
a Missouri limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its Manager

By: _____



Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 15, SOUTH, RANGE 22 EAST, THENCE NORTH 89°52'30" EAST 1210.1 FEET ALONG THE NORTH LINE OF SAID SECTION, THENCE SOUTH 03°13'30" EAST 1195.9 FEET, THENCE SOUTH 89°52'30" WEST 1277.3 FEET TO A POINT ON THE WEST LINE OF SAID SECTION, THENCE NORTH 00°00'08" WEST 1194.20 FEET ALONG THE WEST LINE OF SAID SECTION TO THE POINT OF BEGINNING, IN JOHNSON COUNTY, KANSAS, EXCEPT THAT PART IN STREETS AND ROADS.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

Johnson County Land Company, LLC
a Missouri limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its Manager

By:  _____

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 15, RANGE 22; THENCE NORTH 0 DEGREES 26 MINUTES 20 SECONDS WEST, A DISTANCE OF 2639.44 FEET, TO THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 38 MINUTES 01 SECONDS EAST, A DISTANCE OF 1288.45 FEET; THENCE SOUTH 0 DEGREES 26 MINUTES 21 SECONDS EAST, A DISTANCE OF 2630.99 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 27 SECONDS WEST, A DISTANCE OF 1288.45 FEET, TO THE POINT OF BEGINNING.

EXCEPT:

BEGINNING AT A POINT THAT IS 892.84 FEET SOUTH 89 DEGREES 38 MINUTES 01 SECONDS EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS; THENCE SOUTH 37 DEGREES 30 MINUTES 04 SECONDS WEST, 517.30 FEET, ALONG HIGHWAY I-35 RIGHT-OF-WAY, TO A POINT; THENCE SOUTH 21 DEGREES 55 MINUTES 56 SECONDS EAST, 257.90 FEET, ALONG SAID RIGHT-OF-WAY LINE, TO A POINT; THENCE SOUTH 33 DEGREES 13 MINUTES 08 SECONDS WEST, 1081.13 FEET, ALONG SAID RIGHT-OF-WAY LINE, TO A POINT; THENCE NORTH 89 DEGREES 37 MINUTES 56 SECONDS WEST, 20.00 FEET, ALONG SAID RIGHT-OF-WAY LINE, TO A POINT IN THE WEST LINE OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 26 MINUTES 20 SECONDS EAST, 129.70 FEET, ALONG THE WEST LINE OF SAID SECTION 10, TO A POINT; THENCE SOUTH 43 DEGREES 26 MINUTES 53 SECONDS EAST, 1308.75 FEET, ALONG THE CENTER LINE OF A COUNTY ROAD, TO A POINT IN THE SOUTH LINE OF SAID SECTION 10; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS EAST, 395.63 FEET, TO A POINT; THENCE NORTH 0 DEGREES 26 MINUTES 21 SECONDS WEST, 2630.99 FEET, TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 01 SECONDS WEST, 445.61 FEET, TO THE

Continued on following page.

POINT OF BEGINNING; AND EXCEPT THAT PART TAKEN FOR HIGHWAY RIGHT-OF-WAY.

AND EXCEPT:

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, 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 ACRES, WHICH INCLUDES 0.16 ACRES OF EXISTING RIGHT-OF-WAY, RESULTING IN AN ACQUISITION OF 0.17 ACRES, MORE OR LESS.

APN: 2F221510-2001

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

Wellsville Land Co., LLC

a Missouri limited liability company

By: NPD Management, LLC

a Missouri limited liability company

Its Manager

By: 

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

TRACT 1:

BEGINNING AT A POINT 984.00 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY, KANSAS, SAID POINT BEING ON THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 1441.00 FEET AND PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 89°52'30" EAST 492.00 FEET; THENCE SOUTH 1441.00 FEET AND PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 89°52'30" WEST 492.00 FEET AND ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, EXCEPT ANY PART IN STREETS OR ROADS.

TRACT 2A:

AN UNDIVIDED 1/3 INTEREST IN A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT NORTH 89°52'30" EAST, 1442.00 FEET FROM THE NORTHWEST CORNER OF SECTION 15, SAID POINT BEING ON THE NORTH LINE OF SECTION 15; THENCE SOUTH 1°36'00" EAST, 1194.65 FEET; THENCE CONTINUING DUE SOUTH 50 FEET; THENCE NORTH 89°52'30" EAST 30 FEET; THENCE NORTH 50.06 FEET; THENCE NORTH 1°38'00" WEST, 1194.60 FEET, TO THE NORTH LINE OF SECTION 15; THENCE SOUTH 89°52'30" WEST 30.01 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN ROADS.

TRACT 2B:

AN UNDIVIDED 1/3 INTEREST IN A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT NORTH 89°52'30" EAST 1,472.01 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 15; SAID POINT ON THE NORTH LINE OF SECTION 15; THENCE SOUTH 1°38'00" EAST, 1,194.60 FEET; THENCE DUE SOUTH 50.00 FEET; THENCE SOUTH 89°52'30" WEST 30.00 FEET; THENCE DUE SOUTH 30.00 FEET; THENCE NORTH 89°52'30" EAST 60.00 FEET; THENCE DUE NORTH 80.00 FEET; THENCE NORTH 1°38'00" WEST 1,194.55 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 15; THENCE SOUTH 89°52'30" WEST, 30.00 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN STREETS AND ROADS.

APN: 2F221515-1007; 2F221515-1003

Signature on following page.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

·Moonlight Farms, LLC

a Missouri limited liability company

By: NPD Management, LLC

a Missouri limited liability company

Its Manager

By: _____

Nathaniel Hagedorn its Manager

CONSENT FOR ANNEXATION
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

TRACT 1:

ALL OF THE SOUTH 572 FEET OF THE WEST 1,682.11 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR PUBLIC RIGHTS OF WAY.

TRACT 2:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 15, RANGE 22 IN JOHNSON COUNTY, KANSAS, THENCE NORTH 89° 36' 16" WEST FOR A DISTANCE OF 895.30 FEET; THENCE NORTH 0° 05' 25" WEST FOR A DISTANCE OF 572 FEET; THENCE NORTH 89° 36' 16" WEST FOR A DISTANCE OF 1,682.11 FEET; THENCE NORTH 0° 05' 25" WEST FOR A DISTANCE OF 756.99 FEET; THENCE SOUTH 89° 35' 39" EAST FOR A DISTANCE OF 2,576.39 FEET; THENCE SOUTH 0° 08' 04" EAST FOR A DISTANCE OF 1,328.51 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR PUBLIC RIGHTS OF WAY.

also described by surveyor as:

The North Half, of the Southwest Quarter, of Section 15, Township 15 South, Range 22 East, being in Johnson County, Kansas, and being more particularly described as follows:

Beginning at the Northeast Corner of the Southwest Quarter of said Section 15 -T 15 S - R 22 E; thence South 02 degrees 21 minutes 36 seconds East, along the East line of said Southwest Quarter, a distance of 1,328.70 feet, to the Southeast corner of the North Half of said Southwest Quarter; thence South 88 degrees 11 minutes 22 seconds West, along the South line of the North Half of said Southwest Quarter, a distance of 2,578.07 feet, to the Southwest corner of the North Half of said Southwest Quarter; thence North 02 degrees 17 minutes 01 seconds West, along the West line of said Southwest Quarter, a distance of 1,329.07 feet, to the Northwest corner of said Southwest Quarter; thence North 88 degrees 11 minutes 53 seconds East, along the North line of said Southwest Quarter, a distance of 2,576.30 feet, to the POINT OF BEGINNING.

Signature on following page.

The undersigned further warrants and guarantees that they are the only owner of record of the land.

OWNER OF LAND TO BE ANNEXED:

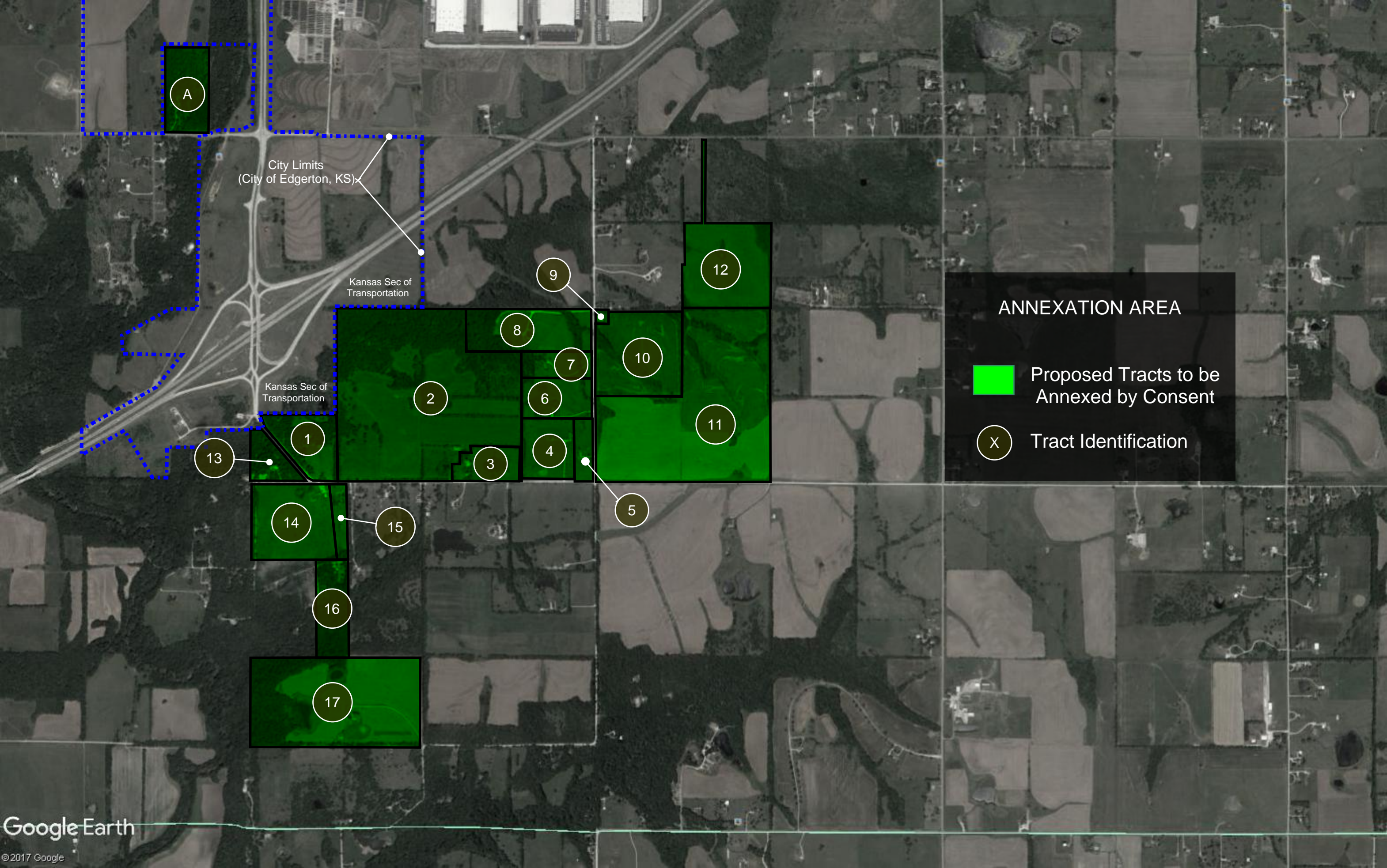
Wellsville Farms, LLC
a Missouri limited liability company

By: NPD Management, LLC
a Missouri limited liability company

Its Manager

By: _____

Nathaniel Hagedorn its Manager




City Limits
(City of Edgerton, KS)

Kansas Sec of
Transportation

Kansas Sec of
Transportation

ANNEXATION AREA

 Proposed Tracts to be
Annexed by Consent

 Tract Identification