

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
MARCH 22, 2018
7:00 P.M.**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Brown ____ Conus ____ Lewis
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 Resolution No. 03-22-18A Appointing Scott Peterson as Interim City Clerk for the City of Edgerton
6. Approve Resolution No. 03-22-18B Appointing David Hamby as Floodplain Administrator for the City of Edgerton

Regular Agenda

7. **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.
8. **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

9. **CONSIDER MEMBERSHIP WITH NATIONAL JOINT POWERS ALLIANCE (NJPA) FOR COOPERATIVE CONTRACT PURCHASING SOLUTIONS**

Motion: _____ Second: _____ Vote: _____

10. **CONSIDER ORDINANCE 1078 ANNEXING CERTAIN LAND INTO THE CITY OF EDGERTON**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER AUTHORIZATION OF HOMESTEAD LANE/207TH STREET ROAD IMPROVEMENT PROJECT**

Motion: _____ Second: _____ Vote: _____

12. Report by the City Administrator

- o Designation of Kansas Rural Water Association (KRWA) Voting Delegate

13. Report by the Mayor

14. Future Meeting/Event Reminders:

- March 24th 9:00 AM – 1:00 PM – Low Cost Vaccine Clinic in Downton Greenspace
- March 24th 10:00 AM – Noon – Edgerton Easter Egg Hunt in Martin Creek Park
- April 10th 7:00 PM – Planning Commission Meeting
- April 12th 7:00 PM – City Council Meeting
- April 18th Noon – Senior Lunch
- April 26th 7:00 PM – City Council Meeting

15. Adjourn Motion: _____ Second: _____ Vote: _____



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City Council Action Item

Council Meeting Date: March 22, 2018

Agenda Item #: 5

Department: Administration

Agenda Item: Consider Resolution No. 03-22-18A Appointing Scott Peterson as Interim City Clerk for the City of Edgerton

Background/Description of Item: Earlier this month of March, the current and longtime City Clerk, Janeice Rawles, announced that she would be retiring after twenty-five years of service to the City of Edgerton. Janeice's last day will be March 23, 2018, after which the City will require the services of a City Clerk until an employee can be hired to fill the City Clerk role.

On March 8, 2018, the City Council approved an updated City Clerk job description, and staff recruitment for the position. Until a new City Clerk is hired, staff recommends that Scott Peterson, Assistant City Administrator, be named Interim City Clerk to allow for those functions and services vital to the position continue uninterrupted.

In order to accommodate the retirement date of Ms. Rawles, this appointment would be effective as of Saturday, March 24, 2018.

Related Ordinance(s) or Statue(s): Article 3, Section 1-301 of the Edgerton Municipal Code.

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 03-22-18A Appointing Scott Peterson as Interim City Clerk for the City of Edgerton

Enclosed:

Draft Resolution No. 03-22-18A Appointing Scott Peterson as Interim City Clerk

Prepared by: Scott Peterson, Assistant City Administrator

RESOLUTION NO. 03-22-18A

A RESOLUTION APPOINTING SCOTT PETERSON AS INTERIM CITY CLERK FOR THE CITY OF EDGERTON

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

The Governing Body of the City of Edgerton, Kansas, hereby appoints City employee Scott Peterson as Interim City Clerk pursuant to Section 1-301 of Article 3 of the Edgerton Municipal Code; said appointment to take effect Saturday, March 24, 2018, and to remain in effect until otherwise resolved by the Governing Body.

ADOPTED AND APPROVED by the Governing Body of the City of Edgerton, Kansas, this 22nd day of March, 2018.

Donald Roberts, Mayor

ATTEST:

Scott Peterson, Interim City Clerk

APPROVED AS TO FORM:

Lee Hendricks, City Attorney



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City Council Action Item

Council Meeting Date: March 22, 2018

Agenda Item #: 6

Department: Administration

Agenda Item: Consider Resolution No. 03-22-18B Appointing David Hamby as Floodplain Administrator for the City of Edgerton

Background/Description of Item: Chapter 16, Article 4 of the Edgerton City Code adopted Ordinance No. 856 as the City of Edgerton Floodplain Management Ordinance. Section B of Article 3 of this Ordinance references the designation of a Floodplain Administrator. Section C of that same ordinance outlines the duties and responsibilities of the Administrator.

Previously, City Council appointed Scott Peterson as Interim Floodplain Administrator on July 13, 2017. Due to the nature of the position, and the floodplain expertise required, Edgerton staff are recommending that David Hamby, City Engineer, be appointed as the Floodplain Administrator. Said appointment would remain in effect until otherwise resolved by the Governing Body.

Related Ordinance(s) or Statue(s): Edgerton City Code, Chapter 16, Article 4

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 03-22-18B Appointing David Hamby as Floodplain Administrator for the City of Edgerton

Enclosed:

Draft Resolution No. 03-22-18B Appointing David Hamby as Floodplain Administrator

Prepared by: Scott Peterson, Assistant City Administrator

RESOLUTION NO. 03-22-18B

A RESOLUTION APPOINTING DAVID HAMBY AS FLOODPLAIN ADMINISTRATOR FOR THE CITY OF EDGERTON

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

The Governing Body of the City of Edgerton, Kansas, hereby appoints City Engineer David Hamby as Floodplain Administrator pursuant to Section B of Article 3 of the Edgerton, Kansas Floodplain Management Ordinance, said appointment to remain in effect until otherwise resolved by the Governing Body.

ADOPTED AND APPROVED by the Governing Body of the City of Edgerton, Kansas, this 22nd day of March, 2018.

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Lee Hendricks, City Attorney



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City Council Action Item

Council Meeting Date: March 22, 2018

Agenda Item #: 9

Department: Public Works

Agenda Item: Consider Membership with National Joint Powers Alliance (NJPA) for Cooperative Contract Purchasing Solutions

Background/Description of Item:

National Joint Powers Alliance (NJPA) is cooperative purchasing power that leverages more than 50,000-member agencies, this allows for streamlining of the purchasing process and reduces additional administrative efforts and cost. This partnership has no annual cost, obligation or liability to the City.

NJPA houses contracts with companies in numerous different mediums that include Athletic Surfaces and Equipment, Construction, Facility Maintenance and Repair, Furniture and Storage, Parks and Recreation, Technology, Security, Construction Equipment, Fleet Services and Equipment, Vehicles, Public Utility and much more. Participating companies range from Caterpillar and Kubota to UPS and Staples. Additional participating supplier information is attached.

The Purchasing Policy (Section 6: Cooperative Purchases) that was approved in May of 2014 provides staff with the authority to partner with other jurisdictions to purchase items from the same vendor. As with the other Cooperative Purchasing partnerships it allows the City to access contracts by other jurisdictions.

Related Ordinance(s) or Statue(s):

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval:

X Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve City of Edgerton's Participation in the Cooperative Purchasing Agreement with National Joint Powers Alliance (NJPA)

Enclosed:

- NJPA Informational Documents
- City of Edgerton Purchasing Policy

Prepared by: Trey Whitaker, Public Works Superintendent



Get to know us.

National Joint Powers Alliance®

National Joint Powers Alliance® (NJPA) is a government agency offering competitively solicited contracts for use by education, government, and nonprofits. Cooperative contracts mean volume discounts, choice, and peace of mind.

WHAT IS NJPA'S COOPERATIVE PURCHASING?

NJPA cooperative purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a government agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint Powers laws enables members to legally purchase through our contract.

- NJPA has the legislative authority to establish contracts for government & education agencies nationally. NJPA solicits, evaluates and awards contracts through a competitive solicitation process on behalf of its members.
- Members have a choice of these contracts and procurement processes, thereby satisfying local/state solicitation requirements and avoiding duplication of the process.

NJPA members save time and money while also avoiding the unpleasant experience of low bid, low quality responses.

WHAT PRODUCTS AND SERVICES DOES NJPA REPRESENT?

NJPA's vendors are industry-leading. Product and service solutions range from office supplies to heavy equipment and everything in between. Find a complete list of our current vendors on the back of this flyer, or visit **www.NJPAcoop.org/search** to learn more about our vendors.

HOW CAN MY AGENCY PARTICIPATE?

The first step to accessing products and services through NJPA is to join!

- Learn more at **www.NJPAcoop.org/join**.
- Membership is at no cost, liability or obligation.
- Your NJPA member ID # arrives via e-mail and additional information follows in the mail.

NJPA contracts have
streamlined our
purchasing process,
saving our district thousands
of dollars.

—School District Member

NJPA's expansive list of
vendors *filled in the*
gaps of our existing state
contracts.

—State Purchasing Officer

Using NJPA was seamless
and *satisfied our need*
to conduct a formal bid!

—University Member

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Competitively Solicited National Cooperative Contract Solutions

The Real

VALUE

of NJPA!

National Joint Powers Alliance®

Benefits of NJPA:

- ✓ Contracts competitively solicited on your behalf
- ✓ Formal contracting process satisfied – avoids duplication
- ✓ Reduced vendor protests
- ✓ NJPA publicly elected board awards contracts
- ✓ NJPA is a government entity
- ✓ NJPA staff are public employees
- ✓ Function as our own lead agency
- ✓ No-cost, liability or obligation membership
- ✓ Life cycle cost efficiencies
- ✓ Nationally leveraged volume pricing
- ✓ Saves time and money
- ✓ Eliminates low-bid, low-quality issues
- ✓ Choice of high quality equipment/products/services:
 - Nearly 200 national world-class vendors
 - 500+ construction related contracts

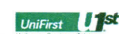
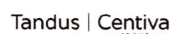
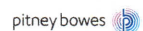
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You know what you're looking for ... so leverage the savings opportunity. With NJPA's national, competitively solicited contracts, you can get the brands you prefer when you want them.

Government, education and non-profit agencies benefit from easy access to high quality products, equipment and services at a competitive price — that's the **real value of quality and savings!**

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**City of Edgerton, Kansas
Purchasing Policy**

1. Policy Objective

It is the objective of the Governing Body to maximize the purchasing power and value of public funds and ensure the purchasing process is conducted in an ethical, fair and open manner.

2. Provisions

The City is tax-exempt as a political subdivision under Section 4221(a) of the Internal Revenue Code. K.S. A. 79-3606 provides a sales tax exemption to Kansas political subdivisions on the purchase, lease or rental of tangible personal property and on the purchase of taxable services used exclusively for political subdivision purposes, as well as to contractors hired by Kansas political subdivisions who purchase tangible personal property for use in constructing, equipping, reconstructing, maintaining, repairing, enlarging, furnishing or remodeling facilities for said political subdivision. For purchases from Missouri vendors, the City's tax-exempt status is valid only when items purchased from Missouri vendors are delivered within the State of Kansas.

When applicable, the City shall furnish a sales tax exemption certificate number as supplied by the Kansas Department of Revenue. Application for the sales tax exemption certificate shall be made by the City Clerk's office. When sealed bids are not taken, it is the responsibility of the applicable department to coordinate the sales tax exemption process with the City Clerk. The successful bidder (contractor) shall be required to comply with K.S.A. 79-3606, as amended.

3. Purchasing Authority

The following table contains the levels of purchasing authority and related procedures.

Authority Level	Authorizing Party *
\$0 - \$1,000	Department Head or designee
\$1,001 - \$15,000	City Administrator <ul style="list-style-type: none">• At least three (3) verbal quotes must be obtained.
Over \$15,000	Governing Body <ul style="list-style-type: none">- Formal bids are required.- The Governing Body may authorize the City Administrator to approve invoices for payment for purchases over \$15,000 as those invoices are received.
Over \$25,000	Governing Body must approve the item or project prior to initiating the bidding process.

* No purchase shall be approved unless there is sufficient unencumbered budget balance to cover the purchase.

4. Emergency Purchases

Exceptions from the purchasing policy will be made for the following items or circumstances:

- For emergency maintenance of structures, city infrastructure and equipment that cannot be postponed until action can be taken by the Governing Body.
- For situations where the safety of the public or employees is at-risk and prompt action is justified to prevent possible injury or death.

**City of Edgerton, Kansas
Purchasing Policy**

5. Sole Source Purchases

Sole Source Criteria

The following are the criteria that must be met in order for the purchase to qualify as a sole source purchase:

- The vendor is the original equipment provider and required parts or equipment are unavailable from another vendor;
- The compatibility or conformity with City owned equipment, materials or expertise in which non-conformance would require the expenditure of additional funds;
- No other equipment is available that shall meet the specialized needs of the Department or perform the intended function;
- Detailed justification is available which reasonably establishes that the vendor is the only source practicably available to provide the item or service required;
- Written demonstration and justification is available which reasonably and practicably establishes that the selection of a sole source vendor is in the best interest of the City.

Sole Source Approval Authority

Approval Level	Authorizing Party
\$0 - \$15,000	City Administrator
Over \$15,000	Governing Body

6. Cooperative Purchases

Cooperative purchasing is a process by which two or more jurisdictions cooperate to purchase items from the same vendor. This form of purchasing has the benefits of reducing administrative costs, eliminating duplication of effort, lowering prices, sharing information and taking advantage of expertise and information that may be available in only one of the jurisdictions.

Cooperative Purchasing Authority

- Participation in cooperative purchases as described in this section is exempted from competitive bidding and advertising requirements.
- The City Administrator, or his/her designee, is authorized to participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies.
- The City Administrator is authorized to use the Kansas Division of Purchasing or political subdivisions of the State, other governmental entities and/or purchasing cooperatives (Kansas City Regional Purchasing Cooperative, MARC, etc.) in the purchase of supplies, materials or equipment when such actions shall serve the best interest of the City.
- The City Administrator is authorized to "piggy-back" contracts entered into by other jurisdictions.
- The approval levels for purchases made via cooperative purchasing are:

Cooperative Purchasing Approval Level	Authorizing Party
\$0 - \$15,000	City Administrator
Over \$15,000	Governing Body

**City of Edgerton, Kansas
Purchasing Policy**

7. Special Services and Equipment

Recognizing that acquisition of some goods, services or professional services, are of such a unique or complex nature that a structured competitive bid process based solely upon the lowest price would detract from the City's ability to acquire the most appropriate goods or services, the City Administrator and/or Governing Body may determine that it is in the best interest of the City to base the expenditure upon criteria other than the lowest cost. In such cases the City Administrator, or designee, may prepare requests for proposals (RFP).

Authority Level	Authorizing Party
\$0 - \$1,000	Department Head or designee
\$1,001 - \$15,000	City Administrator
Over \$15,000	Governing Body <ul style="list-style-type: none">- RFP process is required.- The Governing Body may authorize the City Administrator to approve invoices for payment for special goods/services over \$15,000 as those invoices are received.
Over \$25,000	Governing Body must approve the special good/service prior to initiating the RFP process.

RFP Process - Special goods/services costing more than \$15,000

- A copy of the RFP shall be sent to known vendors, published one time in the official City newspaper, posted at Edgerton City Hall and posted on the City's official website.
- A pre-proposal conference shall be held if deemed necessary by the City Administrator. The date, time and place of the pre-proposal conference shall be included in any publication of the RFP.
- The City Administrator in conjunction with applicable City staff members may interview respondents, seek additional information or clarification from respondents and perform any other analysis necessary to evaluate the proposals received.
- Proposals may be accepted, rejected or negotiated prior to final contract approval by the Governing Body.
- The City Administrator in conjunction with applicable City staff members shall make a recommendation to the Governing Body.

8. Change Orders

The following chart shows the approval authority for change orders.

Change Order Amount	Authorizing Party
<ul style="list-style-type: none">• Less than 10% of the approved amount for the project or item; and• Less than \$15,000; and• Does not cause the project/item to exceed the budget for the project/item.	City Administrator
Greater than 10% of the approved amount for the project or item	Governing Body
Greater than \$15,000	Governing Body
Causes the project/item budget to be exceeded	Governing Body

9. Formal Bidding Requirements

These requirements shall apply to purchases of \$15,000 or more.

- A. Notice Inviting Bids – Notices inviting sealed bids shall:
- a. Include a general description of the article(s) or services to be purchased or supplied;
 - b. State where bid forms and specifications may be obtained;
 - c. State the time and place for the opening of bids;
 - d. Specify the amount and form of the bidder's security deposit if required;
 - e. State that bids shall be submitted and contracts awarded pursuant to the provisions of this policy and any other applicable rules, regulations or conditions;
 - f. State that the Governing Body may reject any and all bids for any reason;
 - g. Be published at least one (1) time in the official City newspaper;
 - h. Be posted at Edgerton City Hall; and
 - i. Be posted on the City's official website.

Any other means of notice may be used in addition to those listed above.

- B. Bid Opening – Sealed bids shall be submitted as set forth in the published notice, and shall be identified as "bids" on the envelope and opened by the City Administrator, or designee, at a time and place stated in the published notice. A tabulation of all bids received shall be open for public inspection at Edgerton City Hall.
- C. Bid Rejection and Re-advertisement – The Governing Body may, in its discretion, reject any and all bids and may re-advertise for bids pursuant to the procedures prescribed by this policy.
- D. Tie Bids – If two(2) or more bids are received for the same total amount or unit price and all other applications being found equal, the Governing Body may accept either bid.
- E. Performance Bond – The City may require a performance bond in such amount as it may deem necessary to protect the interests of the City and the form and amount of such bond shall be specified in the notice inviting bids.
- F. Security Deposit – In all transactions in which sealed bids are required, the Governing Body or the City Administrator may require and specify the amount and form of the bidder's security deposit in the notice inviting bids.

The security deposit of the successful bidder shall be held to secure the capacity, readiness and willingness of the successful bidder to execute the contract. The deposits of the unsuccessful bidders shall be mailed to those bidders within ten (10) business days following the bid assignment. The successful bidder shall forfeit the deposit of bid security upon refusal or failure to execute the contract within ten (10) business days notice of award of the contract, unless otherwise specified.

10. Design and Construction Procurement

The Governing Body may approve use of the design-build methodology for design and construction procurement following the approval of a resolution providing a determination by the Governing Body that such methodology is in the best interests of the community and the public infrastructure project being considered.

11. Petty Cash

- The City Clerk is the petty cash custodian.
- The amount of the petty cash fund shall be approved by the City Administrator, or designee. Any changes to the amount of the petty cash fund shall be approved by the City Administrator, or designee.
- Petty cash may be used when funds are needed immediately and a procurement card cannot be used.
- When petty cash is given to an employee, a petty cash voucher shall be filled out by the City Clerk and signed by the individual receiving the money. The voucher shall indicate the amount issued to the individual and the purpose of the purchase.
- Individuals who receive petty cash must provide a sales receipt supporting the purchase made with the petty cash and return any unused petty cash. The sales receipt shall be attached to the petty cash voucher and any cash returned shall be noted on the petty cash voucher.
- The City Clerk shall request replenishment of the petty cash fund as needed depending on the amount of activity. Petty cash fund replenishment requests must be approved by the City Administrator.
- The petty cash fund shall be audited on a surprise basis at least annually by the City Administrator, or designee.
- The petty cash fund is subject to audit at any time by the City Administrator, or designee, or the external auditors.

12. Contracts

All contracts shall be reviewed and approved as to form by the City Attorney prior to approval/execution by the City Administrator or Governing Body according to the authorization levels outlined in the sections above.

13. Procurement Cards

Please refer to the Procurement Card Policy for information regarding the City's procurement card program.

14. Exceptions to the Purchasing Policy

Exceptions to this policy will be made for the following items or circumstances:

- A. Regular monthly utility payments; and
- B. Fuel, oil, chemicals or other commodities for which budget accounts have been established.

15. Responsibility for Enforcement

The City Administrator has overall responsibility for enforcement of this policy.

16. Effective Date

This policy shall take effect and be in force from and after its passage and approval.



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City Council Action Item

Council Meeting Date: March 22, 2018

Agenda Item #: 10

Department: Community Development

Agenda Item: Consider Ordinance 1078 Annexing Certain Land Into the City of Edgerton

Background/Description of Item:

NorthPoint Development, LLC on behalf of Edgerton Land Holding Company, LLC has submitted a Consent for Annexation for property they own generally located north of 199th Street and east of Four Corners Road (Parcel ID# 4F221504-4004). This parcel was formerly owned by Water 7 and was used for a booster pump station. That pump has since been removed, and the parcel is now owned by Edgerton Land Holding Company, LLC. The larger parcel of property surrounding this parcel was annexed into the city on March 27, 2014 through Ordinance 969. See attached Johnson County AIMS map of parcel for specific location and size.

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.

Related Ordinance(s) or Statue(s): K.S.A. 12-520(a)(7), Ordinance No. 969

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

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

Enclosed: Ordinance 1078
Consent for Annexation
Johnson County AIMS map of parcel

Prepared by: Katy Crow, Development Services Director

ORDINANCE NO. 1078

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF EDGERTON, KANSAS.

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

WHEREAS, the land described below adjoins the City of Edgerton; and

WHEREAS, a written Consent for Annexation of such land, signed by the owner thereof, has been filed with the City of Edgerton (ANX 2018-01); and

WHEREAS, the City desires to annex that land into the City of Edgerton, pursuant to K.S.A. § 12-520(a)(7).

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

Section 1. The following described land is hereby annexed into the City of Edgerton, Kansas, upon the voluntary petition of the owner thereof, pursuant to K.S.A. § 12-520(a)(7):

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 15, RANGE 22 IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°29'30" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, NORTH 01°30'30" WEST A DISTANCE OF 75.00 FEET; THENCE NORTH 88°29'30" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 50 FEET; THENCE SOUTH 01°30'30" EAST A DISTANCE OF 75.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88°29'30" WEST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

Section 2. The Clerk of the City of Edgerton, Kansas shall cause a certified copy of this ordinance to be filed with the County Clerk, Register of Deeds and the County Election Commissioner of Johnson County, Kansas.

Section 3. This Ordinance shall become effective upon its publication in the official City newspaper.

PASSED by the Council and APPROVED by the mayor on this 22nd day of March, 2018.

DONALD ROBERTS, Mayor

ATTEST:

JANEICE L. RAWLES, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

ANX 2018-01

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:

[Insert full legal description]

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 15, RANGE 22 IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°29'30" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, NORTH 01°30'30" WEST A DISTANCE OF 75.00 FEET; THENCE NORTH 88°29'30" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 50 FEET; THENCE SOUTH 01°30'30" EAST A DISTANCE OF 75.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88°29'30" WEST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 50.00 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:

NorthPoint Development, LLC
a Missouri limited liability company

on behalf of:

Edgerton Land Holding Company, LLC
a Kansas limited liability company



Nathaniel Hagedorn - MANAGER (Signature)

JO CO KS	BK:201802	PG:000186
20180201-0000186		
Electronic Recording	2/1/2018	
Pages: 3	F: \$55.00	2:32 PM
Register of Deeds	T20180005536	

KANSAS SPECIAL WARRANTY DEED

THIS INDENTURE is made as of the 31 day of January, 2018, by **WIDMER FARMS, L.L.C.**, a Kansas limited liability company, doing business in its own name and as **WIDMER FARMS, LLC** (the "Grantor"), in favor of **EDGERTON LAND HOLDING COMPANY, LLC**, a Kansas limited liability company, the address of which is 4825 NW 41st Street, Ste. 500, Riverside, Missouri 64150 (the "Grantee").

WITNESSETH, that Grantor, in consideration of the sum of TEN DOLLARS (\$10:00) and other good and valuable considerations to it duly paid, the receipt of which is hereby acknowledged, does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, all of Grantor's interest in the following described lot, tract, or parcel of land, lying, being and situate in the County of Johnson and State of Kansas, to-wit, together with all buildings, improvements, and fixtures thereon:

All that real estate described on **Exhibit "A"** attached hereto and incorporated herein by this reference as though fully set forth.

SUBJECT, HOWEVER, TO any and all easements, rights-of-way, restrictions, reservations and other matters of record; taxes and assessments not yet due and payable; and zoning and other governmental restrictions.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. And Grantor, its successors and assigns, hereby covenants, promises and agrees to and with Grantee, that at the delivery of these presents, its interest in the property is free, clear, discharged and unencumbered of all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind soever, by, through, or under Grantor, except for the matters set forth above, and that it will warrant and forever defend said interest unto Grantee, its successors and assigns, against Grantor, its successors, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under the Grantor.

[Signatures Appear on Following Page]

Recorded Electronically

Recording ID 20180201-0000186
County, State Johnson, KS
Date 2-1-18 Time 2:32 p.m.

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[Signatures Appear on Following Page]

IN WITNESS WHEREOF, Grantor has hereunto caused this Deed to be executed the day and year first above written.

Widmer Farms, L.L.C., a Kansas limited liability company

By: Robert S. Widmer
Robert S. Widmer, Manager

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 30 day of January, 2018, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Robert S. Widmer, the Manager of Widmer Farms, L.L.C., a Kansas limited liability company, personally known to me to be the same person who executed, as such Manager, the within instrument on behalf of the company, and such person duly acknowledged the execution of the same to be the act and deed of the company.

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

Sibyl D. Patton
Notary Public in and for Said County and State

My Commission Expires:

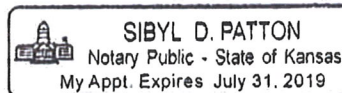


Exhibit "A"

Legal Description

Real property in the City of Edgerton, County of Johnson, State of Kansas, described as follows:

TRACT 1:

THE NORTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 15, RANGE 22 IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART IN STREETS AND ROADS AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING TWO HUNDRED SEVENTY (270) FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION FOUR (4), TOWNSHIP FIFTEEN (15) SOUTH, RANGE TWENTY-TWO (22) EAST, FOR A POINT OF BEGINNING: THENCE NORTH SEVENTY-FIVE (75) FEET; THENCE EAST FIFTY (50) FEET; THENCE SOUTH SEVENTY-FIVE (75) FEET; THENCE WEST FIFTY (50) FEET TO THE POINT OF BEGINNING, ALL IN JOHNSON COUNTY, KANSAS, EXCEPT THAT PART IN STREETS AND ROADS.

TRACT 2:

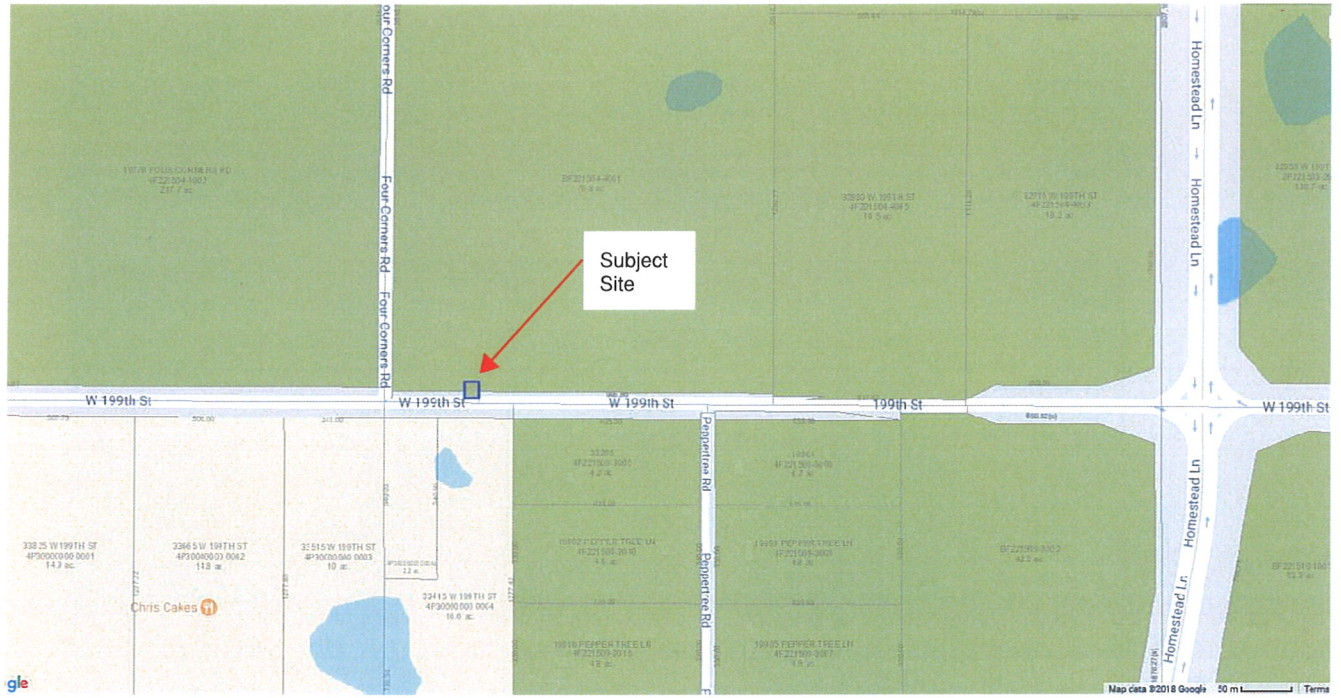
BEGINNING TWO HUNDRED SEVENTY (270) FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION FOUR (4), TOWNSHIP FIFTEEN (15) SOUTH, RANGE TWENTY-TWO (22) EAST, FOR A POINT OF BEGINNING: THENCE NORTH SEVENTY-FIVE (75) FEET; THENCE EAST FIFTY (50) FEET; THENCE SOUTH SEVENTY-FIVE (75) FEET; THENCE WEST FIFTY (50) FEET TO THE POINT OF BEGINNING, ALL IN JOHNSON COUNTY, KANSAS, EXCEPT THAT PART IN STREETS AND ROADS.

Tracts 1 and 2, taken together, are also described by surveyor's recommended description as follows:

THE NORTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 15, RANGE 22 IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS;
BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 34 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2633.20 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 02 DEGREES 12 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1315.72 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER A DISTANCE OF 1317.46 FEET; THENCE SOUTH 02 DEGREES 11 MINUTES 37 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 1316.95 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 29 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 1317.65 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 02 DEGREES 09 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2635.26 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART TAKEN AND USED FOR ROAD RIGHT OF WAY.

APN: BF221504-4001 and BF221504-4002 and BF221504-4004

When Recorded Return To:
First American Title Insurance Company
National Commercial Services
1201 Walnut Street, Suite 700
Kansas City, MO 64106
File No: NCS 881400





Johnson Co AIMS Map

LEGEND

AIMS Imagery: Current Imagery (2016)

- + Address Point
- Property_ComInt/VertLabels
- Building/Structure

Property

- | | |
|----------------|-----------------|
| Untaxed | Common Interest |
| Vertical | Platted |
| Unplatted | Right-of-way |
| Mineral Rights | Leased Land |



Disclaimer: No person shall sell, give, reproduce, or receive for the purpose of selling or offering for sale, any portion of the data provided herein. Johnson County makes every effort to produce and publish the most current and accurate information possible. Johnson County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty as to the accuracy and currency of the data.



City Council Action Item

Council Meeting Date: March 22, 2018

Agenda Item #: 11

Department: Public Works

Agenda Item: Consider Authorization of Homestead Lane/207th Street Road Improvement Project

Background/Description of Item:

The Kansas Department of Transportation (KDOT) has partnered with the City of Edgerton on critical infrastructure in support of Logistics Park Kansas City (LPKC) Phase I including road improvements such as Homestead Lane north of I-35, the Homestead Lane interchange, Waverly Road Grade Separation, etc. This partnership for road infrastructure plays an important role in attracting tenants to LPKC and bringing approximately 3,900 new jobs to the State of Kansas and Edgerton. Enclosed is a letter from KDOT describing their commitment to continue this partnership for infrastructure related to Logistics Park Kansas City Phase II south of Interstate 35.

Project Scope and Cost:

KDOT has committed to participate in 80% of the construction costs of new road/bridge construction Homestead Lane/207th Street south of I-35 to support LPKC Phase II and specifically Project Mustang (located on the northwest corner of 207th Street and Waverly Road). The road improvements are currently estimated at \$11.8MM. KDOT has agreed to contribute towards 80% (\$9.44MM) of the construction costs. The commitment from KDOT requires the remaining 20% of the cost of road improvements be funded by another party. The City's LPKC Phase II Agreements require Edgerton Land Holding Company to finance the remaining 20% of construction cost. No city general fund dollars will be used for this construction.

Method of Construction and Control of the Project:

The City will use the design-build method of construction. The project is a City of Edgerton led project, not a KDOT project. Because the project is city led, the method for acquisition of right-of-way and design criteria for the road/bridge used for construction are determined by the City.

Repayment:

This project does not require any repayment to KDOT from the City of Edgerton for the funding allocation.

Additional Actions:

Due to a time constraint related to Project Mustang, staff is requesting that City Council authorize the project to begin the procurement process to select a design-build team to recommend to City Council. Approval of that design-build team and corresponding agreement will be brought to City Council at a future meeting for consideration.

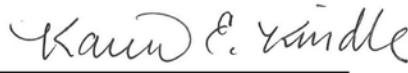
Staff will work with the KDOT staff to prepare the typical City/State Agreement to outline all the project details. That agreement, once reviewed and approved by the City Attorney, will be brought to City Council at a future meeting for consideration.

Related Ordinance(s) or Statute(s):

Funding Source: Kansas Department of Transportation/Public Infrastructure Fund Phase II

Budget Allocated: Approximately \$11.8MM

Finance Director Approval:

X 

Karen Kindle, Finance Director

<p>Recommendation: Approve Homestead Lane/207th Street Road Improvement Project As City of Edgerton Project</p>

Enclosed:

- Letter from Kansas Department of Transportation to Kansas Department of Commerce regarding commitment for project
- Email from Kansas Department of Transportation confirming project as city-led

Prepared by: Beth Linn, City Administrator

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Richard Carlson, Secretary



Phone: 785-296-3461
Fax: 785-368-7415
Hearing Impaired - 711
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Governor Jeff Colyer, M.D.

January 31, 2018

Randi Tveitaraas Jack
International Development Manager
Kansas Department of Commerce
1000 S.W. Jackson, Suite 100
Topeka, KS 66612

Dear Randi,

The State of Kansas has committed to help finance roadway infrastructure for the launch of Logistics Park Kansas City (Phase 2), with [REDACTED] as the anchor tenant.

The roadway improvements are currently estimated at \$11.8M and the Kansas Department of Transportation has agreed to contribute towards 80% of the construction costs, pending a commitment from other parties on remaining project expenses.

Should you have any questions or status updates, please not hesitate to contact Mike Moriarty with my staff at (785) 296-8864.

Sincerely,

Richard Carlson
Secretary of Transportation
Director of the Kansas Turnpike Authority

Beth Linn

From: Michael Moriarty [KDOT] <Michael.Moriarty@ks.gov>
Sent: Friday, March 2, 2018 8:21 AM
To: Beth Linn
Cc: Nelda Buckley [KDOT]
Subject: LPKC

Good morning Beth – As we discussed, the State of Kansas has committed to help finance roadway infrastructure for the launch of Logistics Park Kansas City (Phase 2). The overall project administration will follow processes similar to recent KDOT-Edgerton partnership projects, such as Montrose Street, which is to say the project will be city-led with KDOT providing financial reimbursements up to an agreed upon maximum. Our next step is to begin drafting a City/State Agreement and my staff will prepare a preliminary version for your review.

Nelda Buckley or a member of her team will be KDOT's point of contact – I have copied Nelda on this message.

Best regards – Mike

Michael J. Moriarty
Chief of Transportation Planning

Kansas Department of Transportation
785.296.8864 – direct
785.640.1125 – mobile