

**AMENDED EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
February 13, 2025
7:00 P.M.**

Call to Order

1. Roll Call

____ Roberts ____ Longanecker ____ Lewis ____ Conus ____ Lebakken ____ Malloy

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. Approve Minutes from January 23, 2025 Regular City Council Meeting
5. Approve Temporary Construction Easement for Pamela R. Sill at 20380 CO-OP Road for the 2nd Street Reconstruction Project.
6. Approve Temporary Construction Easement for John L. Marsh and Carol L. Marsh at 200 E McDonald Street for the 2nd Street Reconstruction Project.

Motion: _____ Second: _____ Vote: _____

Regular Agenda

7. **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.
8. **Public Comments.** Members of the public are welcome to present their items of concern to the City Council. The Council will not discuss or debate these items, nor will the Council make decisions on items presented during this time. Speakers should address their comments to City Council only not members of the audience or staff.

Persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be a total of thirty (30) minutes.

Written comments must be submitted by close of business on the day prior to the meeting at CityClerk@edgertonks.org. Written comments shall include name and address for the record.

Business Requiring Action

9. **PUBLIC HEARING TO DISCUSS DEANNEXATION OF CERTAIN LAND FROM THE CITY OF EDGERTON, KANSAS PURSUANT TO ORDINANCE NO. 2176 AND K.S.A. 12-504 AND K.S.A. 12-505**

10. **CONSIDER ORDINANCE NO. 2176 ORDINANCE APPROVING THE DEANNEXATION OF CERTAIN LAND FROM THE CITY OF EDGERTON, KANSAS PURSUANT TO K.S.A. 12-504 AND K.S.A. 12-505.**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER AN AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2025**

Motion: _____ Second: _____ Vote: _____

12. **CONSIDER RESOLUTION NO. 02-13-25A ADOPTING THE KANSAS HOMELAND SECURITY REGION L HAZARD MITIGATION PLAN 2024-2029**

Motion: _____ Second: _____ Vote: _____

13. **CONSIDER RESOLUTION NO. 02-13-25B APPROVING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT FOR RAUSCH COLEMAN HOMES**

Motion: _____ Second: _____ Vote: _____

14. **CONSIDER CONTRACT WITH CITY OF BALDWIN CITY FOR PURCHASE OF WATER**

Motion: _____ Second: _____ Vote: _____

15. **Report by the City Administrator**

- Sheriff's Office/Municipal Court Update
- HOME Improvements Fence Options

16. **Report by the Mayor**

- Discussion regarding consolidation of Johnson County Fire District No. 1 and Johnson County Fire District No. 2

17. **Future Meeting Reminders:**

February 27: City Council Meeting
March 11: Planning Commission Meeting
March 13: City Council Meeting
March 27: City Council Meeting

18. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPTION TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR, PUBLIC WORKS DIRECTOR AND CIP PROJECT MANAGER TO DISCUSS CONTRACT NEGOTIATIONS (K.S.A. 75- 4319(B)(2))**

19. **Adjourn** Motion: _____ Second: _____ Vote: _____

EVENTS

February 14: Handmade with Love: Valentines Craft Stations
February 19: Senior Lunch & BINGO
February 25: Mardi Gras Fat Tuesday
March 8: Building a Bug Hotel
March 11: Tales for Tots
March 19: Senior Lunch & BINGO
March 17-21: Spring Break Activities

City of Edgerton, Kansas
Minutes of City Council Regular Session
January 23, 2025

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas January 23, 2025. The meeting convened at 7:01PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Deb Lebakken	absent
Bill Malloy	absent
Ron Conus	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Clerk, Alex Clower
- City Attorney, Todd Luckman
- Assistant to the City Administrator, Kara Banks
- Assistant to the City Administrator, Trey Whitaker
- Finance Director, Karen Kindle
- Senior Accountant, Justin Vermillion
- Development Services Director, Zach Moore
- Parks and Recreation Director, Levi Meyer

2. WELCOME. Mayor Roberts welcomed all in attendance.

3. PLEDGE OF ALLEGIANCE. All present participated in the 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. Approve Minutes from January 9, 2025 Regular City Council Meeting
5. Approve Temporary Construction Easement for Joy and Deven Ayres at 101 E Edgewood Dr. for the 2nd Street Reconstruction Project
6. Approve Permanent Drainage Easement and Temporary Construction Easement for Andrew Schwarting at 104 E Meriwood Ln. for the 2nd Street Reconstruction Project
7. Approve Permanent Sanitary Sewer Easement and Temporary Construction Easement for Melissa and David Francq at 217 W Edgewood Dr. for the 2nd Street Reconstruction Project
8. Approve a 4-year Lease with LEAF, Inc., and a 4-year Maintenance Agreement with MAPS, Inc., for a Multi-Function Printer/Copier for The Greenspace
9. Approve a Grant Agreement between Kansas Department of Transportation and the City of Edgerton to Accept Funding through the Cost Share Program of \$1,000,000.00 for the East 2nd Street Improvement Project (2nd Street Reconstruction Project)

Councilmember Longanecker moved to approve the Consent Agenda, seconded by Councilmember Conus. The Consent Agenda was approved, 3-0.

Mayor Roberts stated he'd like to add as a walk on the approval of a Temporary Construction Easement for Reed and Victoria Smith, Trustees of the Smith Living Trust at 913 W 4th Street for the 2nd Street Reconstruction Project.
He requested motion to approve.

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis. The motion carried, 3-0.

Regular Agenda

10. **Declaration.** There were no declarations made.

11. **Public Comments.** There were no public comments made.

Business Requiring Action

12. CONSIDER RESOLUTION NO. 01-23-25A CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT, AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC V, LLC PROJECT), SERIES 2016

Mr. Kevin Wempe addressed the Council. He stated he is a representative with Gilmore and Bell, serving as the City's new bond counsel. He stated the next 3 items on the agenda are related to facilities out at the logistics park. He stated the City entered into IRB agreements at the time the facilities were completed to kick off a 10 year abatement period. The actions tonight repeat that same thing and assign the documents to the new buyer. He stated nothing is being amended with the documents, and the abatement remains the same.

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 01-23-25B.

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis. The motion carried, 3-0.

13. CONSIDER RESOLUTION NO. 01-23-25B CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT, AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XII, LLC PROJECT), SERIES 2015

Mayor Roberts asked if there was anything Mr. Wempe would like to add or if there were any questions from the council.

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 01-23-25C.

Councilmember Lewis moved to approve, seconded by Councilmember Longanecker. The motion carried, 3-0.

14. CONSIDER RESOLUTION NO. 01-23-25C CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT, AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XIV, LLC PROJECT), SERIES 2015 AND SERIES 2016

Mayor Roberts asked if there was anything Mr. Wempe would like to add or if there were any questions from the council.

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 01-23-25A.

Councilmember Longanecker moved to approve, seconded by Councilmember Conus. The motion carried, 3-0.

15. Report by the City Administrator

- Community Development 4th Quarter Report

Mr. Moore stated it has been a very busy fourth quarter for the community development staff. There have been 21 residential permits issued, with 12 of those being for the new Dwyer Farms subdivision and 10 non-residential. He stated Jim has been very busy, with just shy of \$5 Million in total permit valuation. He stated this is the first time in a long time, where the residential permit valuation outweighed the commercial side mostly due to the work at Dwyer Farms. On the planning and zoning side, 2 final plats and 2 final site plans have been approved, including one for Maverick. He stated there has been 1 conditional use permit approved and staff worked diligently to update the code, most recently for driveways and fences. He stated construction is on-going at Dwyer Farms and they are moving very fast. He also shared that, per Council direction, 312 E 5th Street has been demolished and all work has been completed to code standards

He also shared an item that was not shown on the report: the City of Edgerton's proposal for a presentation at the American Planning Association was selected. He stated the session will be about the Envision Edgerton Comprehensive Plan and how we have applied different pieces and offered certain flexibility.

He stated on the animal control side, the numbers have stayed consistent. Code enforcement has kept Charlie quite busy. Of the total cases, 72% were abated. He stated 2 citations were issued, which means most people became compliant before the court stage. He stated during the snow event, Charlie logged approximately 14 hours notifying residents of requirements per code.

Councilmember Longanecker asked who is presenting at the conference.

Mr. Moore stated himself and Chris Shires from Confluence will be presenting and they are excited to represent the City. He added its unusual to have a City the size of Edgerton be represented on the national stage.

Mr. Moore stated BNSF also opened a new intermodal facility in the Denver area so it will be interesting to see what others could learn from us.

- Public Works 4th Quarter Report

Mr. Whitaker reviewed the quarterly report and stated this quarter is usually the wrap up of the construction season as well as the kickoff of the winter weather. He stated all new street ID signs have been constructed and they are ready to be placed once the warmer weather comes. With the winter weather, there was roughly 166 tons of salt ordered and about half of that was used during the winter weather. There was about 78 lane miles worked per crew, which is made up of 4 people each on a 12 hour shift, with a total of 8 crew members in Public Works/Utilities.

Councilmember Conus asked if we are making our own brine.

Mr. Whitaker stated we do not, it is currently on the funded list for 2029. Right now, we get the product from Olathe. They require a 24 hour notice and we can typically get as much as we need. This year however, they were not able to do this because they were using it as fast as they were making it.

Mayor Roberts stated the state used brine and their roads were worse than the roads where salt was used. He stated the type of storm matters.

There were no further questions or comments.

- Utilities 4th Quarter Report

Mr. Whitaker reviewed the quarterly report and stated there was just over 8.8 million gallons of water pumped and roughly 120 thousand gallons flushed. He stated utilities was called out on 202 locates, with four of them emergencies.

Councilmember Conus asked if the number of turn-offs for nonpayment is high.

Ms. Linn stated no, not really. The average is typically around 30 a month.

Mr. Vermillion stated strictly residents, there are about 20.

Mayor Roberts stated which is typically the same residents.

Councilmember Lewis asked if we are able to figure out how much stormwater infiltration is in the system.

Ms. Linn stated there is testing that occurs but it is difficult to determine the impact per section because each rain event is different.

There were no further questions or comments.

- **Report on 2025-2029 CIP Work Session**

Mr. Whitaker gave a quick summary about the CIP Planning Session. He handed out a memo that summarizes what was discussed during that work session and where the focus of priorities will be moving forward. He stated the priorities voted on were stormwater, streets, and parks. This will then be the focus moving forward and how we provide education opportunities for residents.

Councilmember Longanecker asked when the 2nd Street project was getting started.

Ms. Linn stated they are aiming to be ready to go out bid at the end of February so that the project can begin as soon as the good weather hits and will last one construction season. She stated if residents begin to ask, please tell them that there will likely be utility work ahead of construction beginning.

Councilmember Longanecker stated it has been a long time coming, it is very exciting.

Ms. Linn concluded her report by asking Council to be watching the city's Facebook page as we are closing in on exciting news related The Greenspace.

16. Report by the Mayor

Mayor Roberts thanked Councilmember Longanecker for running the last meeting.

17. Future Meeting Reminders

Mayor Roberts reminded the Council of the future meetings for the Council and Planning Commission.

18. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCEPTION TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR TO DISCUSS CONTRACT NEGOTIATIONS (K.S.A. 75-4319(B)(2))

Mayor Roberts requested motion to recess into executive session for a consultation with the City Attorney, which is deemed privileged in an attorney-client relationship (K.S.A. 75-4319B(2)) to discuss contract negotiations. Present in the executive session will be the Governing Body and the following staff members: City Administrator Beth Linn, and City Attorney Todd Luckman.

The executive session will start at 7:32PM and last 5 minutes. The open meeting will resume in the Council Chambers.

Councilmember Longanecker moved to recess into executive session pursuant to K.S.A 75-4319(B)(2) for the purpose of discussing contract negotiations. Councilmember Lewis seconded the motion.

The meeting recessed into executive session at 7:32PM, 3-0.

Councilmember Conus moved to return to open session with no action being taken. Councilmember Lewis seconded the motion.
Open session resumed at 7:37PM, 3-0.

19. Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Conus The meeting was adjourned at 7:37PM with a 3-0 vote.

Submitted by Alex Clower, City Clerk

Project Name: 2nd Street Reconstruction
Parcel No. 0462030703010063000
Tract No. 2
(Single Person)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between **PAMELA R. SILL**, a single person, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One Hundred Fifty and No/100 Dollars (\$150) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

A temporary construction easement in part of Lot 1, COUNTY CLERK'S SUBDIVISION, Northeast Quarter of the Southwest Quarter of Section 7, Township 15, Range 22, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 23, 2024, as follows:

Beginning at the Northeast corner of Lot 1 of said subdivision; thence along the East line of said Lot 1 South 10°52'30" West, 160.36 feet; thence departing said East line North 69°38'58" West, 24.29 feet; thence North 19°53'01" East, 18.20 feet; thence South 71°14'13" East, 19.64 feet; thence North 09°14'02" East, 140.16 feet to the North line of

said Lot 1; thence South 88°55'01" East, 5.75 feet to the Point Of Beginning, containing 938 square feet.

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

This Temporary Construction Easement shall commence upon the date listed above and shall expire 2 years thereafter, or as otherwise agreed upon between the parties.

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

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

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

Grantor covenants that he/she is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

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

TO THESE COVENANTS, Grantor hereby consents and agrees.

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

GRANTOR:

Pamela R. Sill

Printed Name: PAMELA R. SILL

Property Address:
20380 CO-OP RD

Mailing Address (if different from property address):

20468 Co-op Rd
Edgerton, KS 66021

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 29 day of January,
2025, by PAMELA R. SILL.

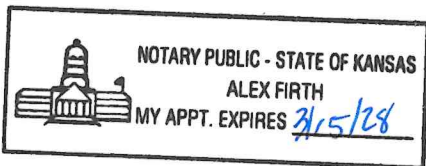
Alex Firth

(Signature of notarial officer)

(Seal, if any)

Assistant City Clerk

(Title (and Rank))



[My appointment expires: 3/15/28]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20____, by Beth Linn, City Administrator and Alexandria Clower, City Clerk, for the City
of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Project Name: 2nd Street Reconstruction
Parcel No. 0462030701023004000
Tract No. 20
(Spouses)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between **JOHN L MARSH** and **CAROL LINDA MARSH**, as spouses, hereinafter called Grantors, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One thousand three hundred and No/100 Dollars (\$1,300) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantors hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

A temporary construction easement in Lots 13, 14, AND 15, in Block 10, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 22, 2024, as follows:

Beginning at the Northwest corner of Lot 13, Block 10, in said subdivision; thence along the North line of said Lot 13 North 88°39'20" East, 19.00 feet; thence departing said North line South 01°26'05" East, 17.37 feet; thence South 88°33'55" West, 16.00 feet; thence South 01°26'05" East, 112.60 feet to the South line of said Lot 13; thence along said South line South 88°33'55" West, 3.00 feet to the West line of said Lot 13; thence along

the West line of Lot 13 North 01°26'05" West, 130.00 feet to the Point Of Beginning, containing 668 square feet.

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

This Temporary Construction Easement shall commence upon the date listed above and shall expire 2 years thereafter, or as otherwise agreed upon between the parties.

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

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

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

Grantors covenant that they are the owner of the premises and have the right, title and capacity to grant the easements herein conveyed.

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

TO THESE COVENANTS, Grantors hereby consent and agree.

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

GRANTORS:

John John Marsh
Printed Name: JOHN L MARSH

Carol Linda Marsh
Printed Name: CAROL LINDA MARSH

Property Address:
200 E MCDONALD ST

Mailing Address (if different from property address):

ACKNOWLEDGMENT

State of Kansas

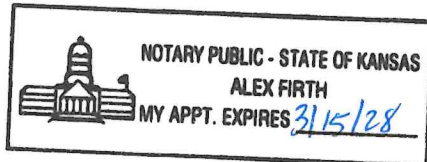
County of Johnson

This instrument was acknowledged before me on this 30 day of January,
2025, by JOHN L MARSH and CAROL LINDA MARSH, spouses.

Alex Firth
(Signature of notarial officer)

(Seal, if any)

Assistant City Clerk
Title (and Rank)



[My appointment expires: 3/15/28]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____,
20____, by Beth Linn, City Administrator for the City of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

City Council Action Item

Council Meeting Date: February 13, 2025

Department: Administration

Agenda Item: Consider Ordinance No. 2176 Ordinance Approving The Deannexation Of Certain Land From The City Of Edgerton, Kansas Pursuant To K.S.A. 12-504 And K.S.A. 12-505.

Background/Description of Item:

On December 17, 2020, the City of Edgerton approved Ordinance No. 2058 annexing seven tracts of land based on a Consent for Annexation request from property owner. A copy of that ordinance is included with packet. Ordinance No. 2058 included a legal description for Tract 1 (shown on enclosed Map A).

Staff was recently notified by the adjoining property owner (Larry L Pearce Trust) that the legal description for Tract 1 in Ordinance No. 2058 was incorrect. The City fully investigated the matter, consulting professional surveyors and legal counsel about this matter to determine a course of action.

The enclosed Map B illustrates the correct property area for Tract 1 (shown in white hash marks) and the incorrect annexed area for Tract 1 (shown in purple hash). The area to be deannexed only has purple hash and is the western-most 40 feet.

Since it was clear the portion of land was erroneously included in the annexation, the only appropriate method to correct this is to deannex the property. In consultation with the City Attorney, the City provided the enclosed notice to both adjoining property owners of the public hearing regarding deannexation.

City Attorney has prepared this ordinance to correct the error by deannexing the small section of property.

Related Ordinance(s) or Statue(s): Ordinance No. 2058

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2176 Ordinance Deannexing Certain Land Into The City Of Edgerton, Kansas

Enclosed: Draft Ordinance No. 2176
 Map A
 Map B
 Ordinance No. 2058
 Notice to Adjoining Property Owners

Prepared by: Beth Linn, City Administrator

ORDINANCE NO. 2176

AN ORDINANCE APPROVING THE DEANNEXATION OF CERTAIN LAND FROM THE CITY OF EDGERTON, KANSAS PURSUANT TO K.S.A. 12-504 AND K.S.A. 12-505.

WHEREAS, the City Council, as governing body, on February 13, 2025, 7:00 p.m., at the City Hall of the City of Edgerton, 404 E. Nelson Street, Edgerton, Kansas, held thereon a public hearing to determine whether certain property should be deannexed from the City, after due and proper notice of said hearing to the public; and

WHEREAS, the City gave notice that the following land (hereinafter "Land"), was subject to deannexation pursuant to K.S.A. 12-504(b):

All that part of the North half of the Southwest Quarter of Section 12, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence North 88°31'08" East, coincident with the North line of said Southwest Quarter, a distance of 615.65 feet to the Point of Beginning; thence continuing North 88°31'08" East, coincident with said North line, a distance of 44.36 feet; thence South 01°50'28" East a distance of 661.93 feet; thence South 88°30'28" West a distance of 39.89 feet; thence North 02°13'37" West a distance of 661.98 feet to the Point of Beginning, containing 27,883 square feet, more or less.

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

That upon due consideration by the Governing Body at its hearing, and being well and duly advised of the status of the property and the needs of its citizens, finds that no private rights will be injured or endangered by the deannexation, that the public will suffer no loss or inconvenience thereby and that, in justice, deannexation is appropriate.

Further, that this ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper, and that the City Clerk shall file this Ordinance with the Register of Deeds as required by law.

PASSED by the Council and APPROVED by the Mayor on this 13th Day of February, 2025.

DONALD ROBERTS, Mayor

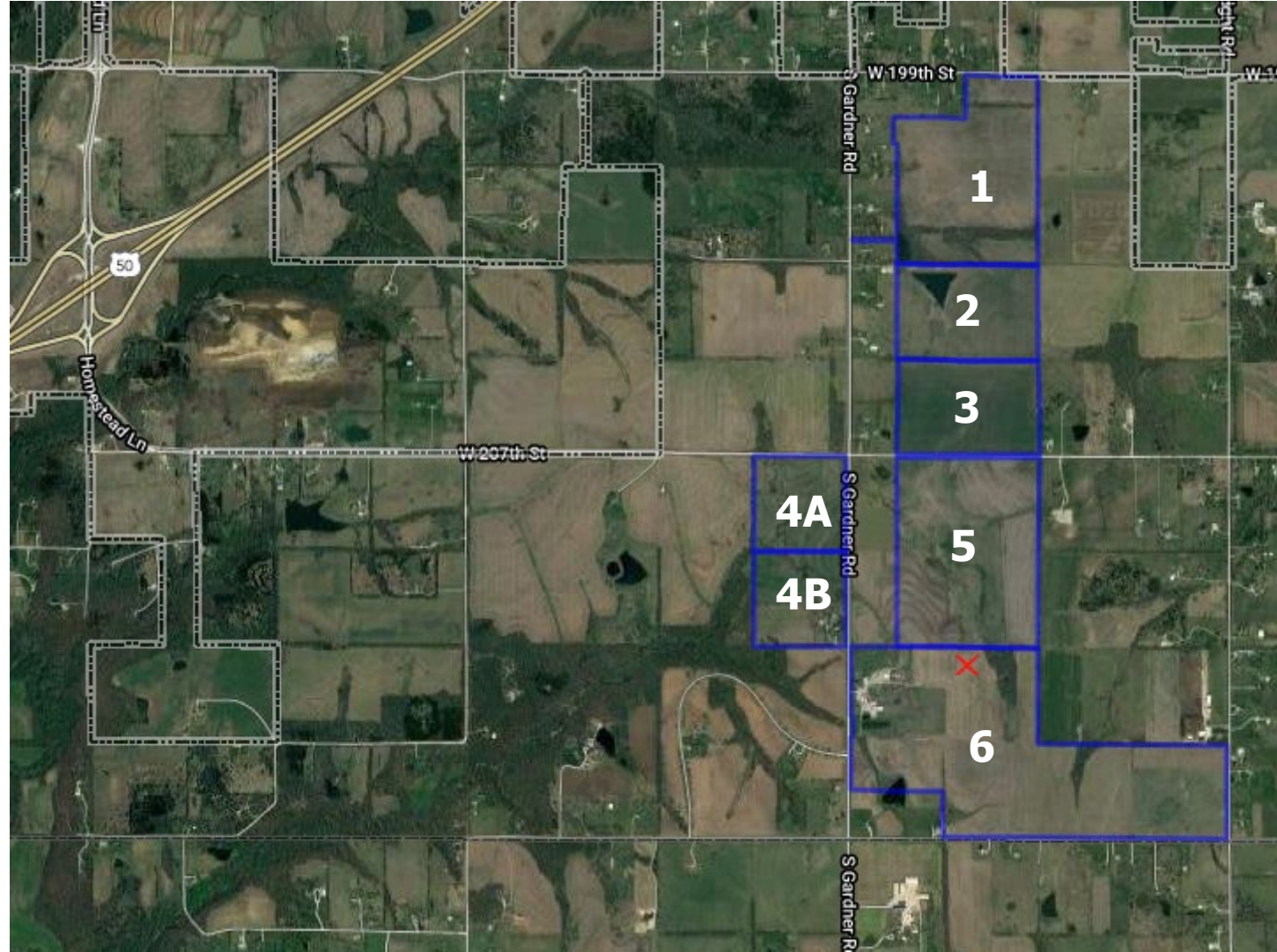
ATTEST:

ALEXANDRIA CLOWER, City Clerk

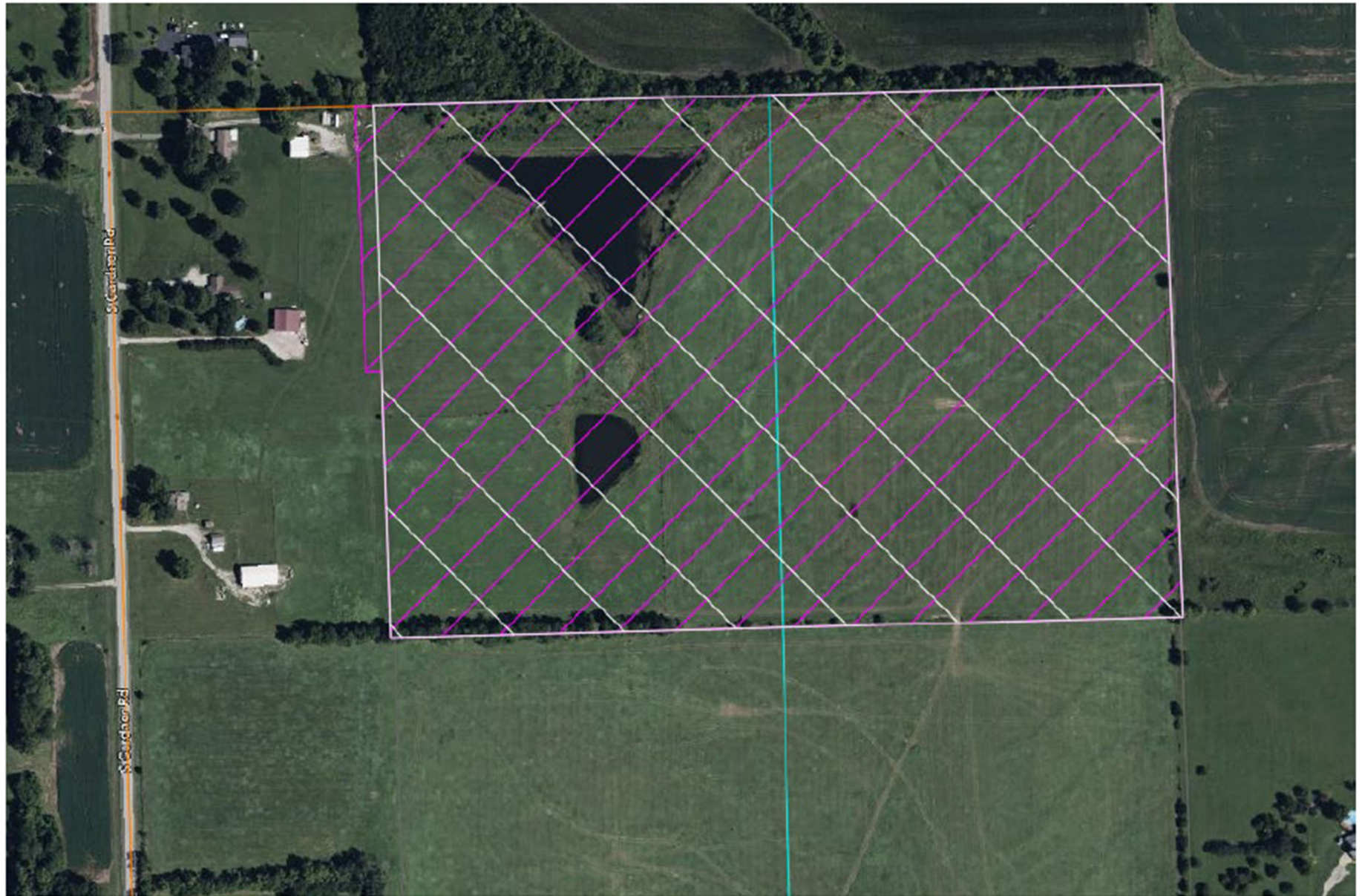
APPROVED AS TO FORM:

TODD A. LUCKMAN, for
Stumbo Hanson, LLP—City Attorneys

MAP A



MAP B



ORDINANCE NO. 2058

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 tracts of land described below adjoin the City of Edgerton; and

WHEREAS, written Consents for Annexation of such tracts, signed by the owners thereof, have been filed with the City of Edgerton; and

WHEREAS, the City desires to annex these tracts of 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 owners thereof, pursuant to K.S.A. § 15-520(a)(7):

Tract 1 (Parcel No. 2F221512-1001)

All that part of the Northwest Quarter of Section 12, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of said Northwest Quarter; thence South 01°53'54" East, coincident with the East line of said Northwest Quarter, a distance of 2,650.78 feet to the Southeast corner thereof; thence South 88°31'08" West, coincident with the South line of said Northwest Quarter, a distance of 1,955.64 feet to a point 660 feet east of the West line of said Northwest Quarter as measured at right angles thereto; thence North 01°52'10" West, parallel with the West line of said Northwest Quarter, a distance of 317.42 feet to a point 2,330 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence South 88°25'18" West, parallel with said North line, a distance of 660.01 feet to a point on the West line of said Northwest Quarter; thence North 01°52'10" West, coincident with said West line, a distance of 30.00 feet to a point 2,300 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence North 88°25'18" East, parallel with said North line, a distance of 660.01 feet to a point 660 feet east of the West line of said Northwest Quarter as measured at right angles thereto; thence North 01°52'10" West, parallel with said West line, a distance of 1,320.02 feet to a point 980 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence South 88°25'18" West, parallel with said North line, a distance of 50.00 feet to a point 610 feet east of the West line of said Northwest Quarter as measured at right angles thereto; thence North 01°52'10" West, parallel with said West line, a distance of 350.00 feet to a point 630 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence North 88°26'20" East, a distance of 990.17 feet; thence North 01°42'13" West a distance of 630.30 feet to a point on the North line of said Northwest Quarter; thence North 88°25'18" East, coincident with said North line, a distance of 1,012.30 feet

to the Point of Beginning, containing 4,623,083 square feet, or 106.131 acres, more or less.

Tract 2 (Parcel No. 2F221512-2009)

All that part of the North half of the Southwest Quarter of Section 12, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence North 88°31'08" East, coincident with the North line of said Southwest Quarter, a distance of 615.65 feet to the Point of Beginning; thence continuing North 88°31'08" East, coincident with said North line, a distance of 2,000.00 feet to the Northeast corner thereof; thence South 02°13'38" East, coincident with the East line of said Southwest Quarter, a distance of 1,322.65 feet to the Southeast corner of the North half of said Southwest Quarter; thence South 88°30'28" West, coincident with the South line of said North half, a distance of 1,964.56 feet; thence departing said South line, North 01°50'26" West a distance of 660.01 feet; thence South 88°30'28" West a distance of 39.89 feet; thence North 02°13'37" West a distance of 662.98 feet to the Point of Beginning, containing 2,620,604 square feet, or 60.161 acres, more or less.

Tract 3 (2F221512-2003)

All that part the South Half of the Southwest Quarter of Section 12, Section 14, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southeast Corner of said Southwest Quarter; thence South 88°29'48" West, along the South line of said Southwest Quarter, a distance of 1,963.89 feet; thence North 01°50'26" West, a distance of 1,322.95 feet to a point on the North line of the South Half of said Southwest Quarter; thence North 88°30'28" East, along said North line, a distance of 1,954.97 feet to the Northeast Corner of said South Half; thence South 02°13'38" East, along the East line of said Southwest Quarter, 1,322.65 feet to the Point of Beginning. Containing 2,591,793 square feet or 59.499 acres, more or less.

Tract 4A (2F221514-3005)

All of the Northeast Quarter of the Northeast Quarter of Section 14, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northeast Corner of the Northeast Quarter of said Section 14; thence South 01°44'36" East, along the East line of said Northeast Quarter, a distance of 1,323.29 feet to the Southeast Corner of the Northeast Quarter of said Northeast Quarter; thence South 88°14'18" West, along the South line of the Northeast Quarter of said Northeast Quarter, a distance of 1,321.62 feet to the Southwest Corner of the Northeast Quarter of said Northeast Quarter; thence North 01°43'56" West, along the

West line of the Northeast Quarter of said Northeast Quarter, a distance of 1,329.09 feet to the Northwest Corner of the Northeast Quarter of said Northeast Quarter; thence North 88°29'24" East, along the North line of said Northeast Quarter, a distance of 1,321.38 feet to the Point of Beginning. Containing 1,752,553 square feet or 40.233 acres, more or less.

Tract 4B (2F221514-3004)

All of the Southeast Quarter of the Northeast Quarter of Section 14, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 14; thence South 87°59'13" West, along the South line of said Northeast Quarter, a distance of 1,321.89 feet to the Southwest corner of the Southeast Quarter of said Northeast Quarter; thence North 01°43'56" West, along the West line of the Southeast Quarter of said Northeast Quarter, a distance of 1,329.09 feet to the Northwest Corner of the Southeast Quarter of said Northeast Quarter; thence North 88°14'18" East, along the North line of the Southeast Quarter of said Northeast Quarter, a distance of 1,321.62 feet to the Northeast Corner of the Southeast Quarter of said Northeast Quarter; thence South 01°44'36" East, along the East line of said Northeast Quarter, a distance of 1,323.29 feet to the Point of Beginning. Containing 1,752,890 square feet or 40.241 acres, more or less.

Tract 5 (2F221513-1002)

All that that part of Section 13, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of said Section 13; thence South 01°53'30" East, along the East line of said Northwest Quarter, a distance of 2,642.81 feet to the Southeast Corner of said Northwest Quarter; thence South 88°24'50" West, along the South line of said Northwest Quarter, a distance of 1,980.45 feet; thence North 01°44'26" West, a distance of 2,645.63 feet to a point on the North line of said Northwest Quarter; thence North 88°29'48" East, along said North line, a distance of 1,973.49 feet to the Point of Beginning. Containing 5,227,478 square feet or 120.006 acres, more or less.

Tract 6 (2F221513-2001)

All that that part of Section 13, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of said Section 13; thence North 88°24'50" East, along the North line of said Southwest Quarter, a distance of 2,640.46 feet to the Northeast Corner of said Southwest Quarter; thence South 01°53'39" East, along the East line of said Southwest Quarter, a distance of 1,326.47 feet to the Northwest Corner of the South Half of the Southeast Quarter of said Section

13; thence North 88°21'04" East, along the North line of said South Half, a distance of 2,645.10 feet to the Northeast corner of said South Half; thence South 02°01'08" East, along the East line of said Southeast Quarter, a distance of 1,323.59 feet to the Southeast Corner of said Southeast Quarter; thence South 88°17'18" West, along the South line of said Southeast Quarter, a distance of 2,647.97 feet to the Southeast Corner of the Southwest Quarter of said Section 13; thence South 88°33'08" West, along the South line of said Southwest Quarter, a distance of 1,327.57 feet to the Southeast Corner of BUREAUCRACY ESTATES, a subdivision in said Johnson County, Kansas; thence North 01°44'28" West, along the East line of said BUREAUCRACY ESTATES, a distance of 660.01 feet to the Northeast Corner of said BUREAUCRACY ESTATES; thence South 88°33'08" West, along the North line of said BUREAUCRACY ESTATES, a distance of 1,320.00 feet to the Northwest Corner thereof, said point being on the West line of said Southwest Quarter; thence North 01°44'28" West, along said West line, 1,986.51 feet to the Point of Beginning. Containing 9,641,327 square feet or 221.334 acres, more or less.

Section 2. An official copy of the Consents for Annexation shall be attached to a copy of this ordinance and shall be filed with the City Clerk to be open for inspection and available to the public at all reasonable hours.

Section 3. 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.

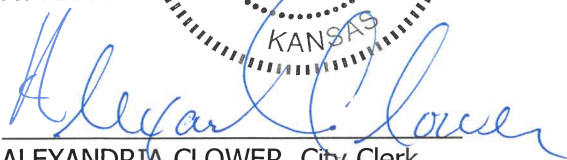
Section 4. This Ordinance shall become effective upon its publication in the official City newspaper.

PASSED by the Council and APPROVED by the mayor on this 17th day of December, 2020.




DONALD ROBERTS, Mayor

ATTEST:


ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:


LEE W. HENDRICKS, City Attorney

January 17, 2025

Larry L Pearce Trust
20315 S. Gardner Road
Gardner, KS 66030

RE: Deannexation Notice

Dear Mr. and Mrs. Pearce,

Included with this letter is the Public Notice of a hearing on the deannexation of your property on S. Gardner Road. The description is for that strip of land that you noted was annexed by the City on the basis of a request of Hillsdale Land & Cattle, LLC.

The City fully investigated the matter, consulting professional surveyors and legal counsel about this matter to determine a course of action. Since it was clear the portion of land was erroneously included in the annexation, the only appropriate method to correct this is to deannex the property as outlined in the attached notice.

Since it is unlikely that there will be a significant dispute about the matter, the City expects that the council will approve the deannexation upon due consideration, as that will be the recommendation of staff and legal counsel. However, the notice is given and you certainly may attend the meeting, or provide other input, as you deem appropriate.

The City very much appreciates your attention to this matter and patience in allowing the City the time to investigate and correct the issue.

Sincerely,



Beth Linn
City Administrator

**NOTICE OF PUBLIC HEARING PURSUANT TO K.S.A. 12-504 AND K.S.A. 12-505 OF
DEANNEXATION OF CERTAIN LAND WITHIN THE CITY OF EDGERTON,
KANSAS**

WHEREAS, the City has determined that, the following land (hereinafter "Land"), should be deannexed pursuant to K.S.A. 12-504(b):

All that part of the North half of the Southwest Quarter of Section 12, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence North 88°31'08" East, coincident with the North line of said Southwest Quarter, a distance of 615.65 feet to the Point of Beginning; thence continuing North 88°31'08" East, coincident with said North line, a distance of 44.36 feet; thence South 01°50'28" East a distance of 661.93 feet; thence South 88°30'28" West a distance of 39.89 feet; thence North 02°13'37" West a distance of 661.98 feet to the Point of Beginning, containing 27,883 square feet, more or less; and;

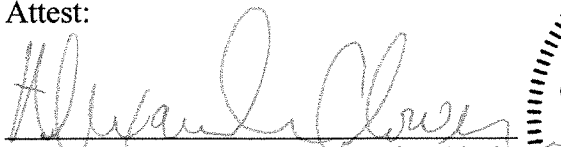
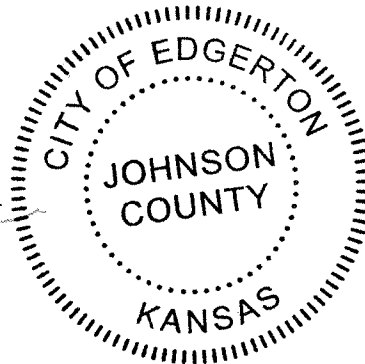
WHEREAS, the City Council, as governing body, has designated the date of February 13, 2025, 7:00 p.m., at the City Hall of the City of Edgerton, 404 E. Nelson Street, Edgerton, Kansas, at the date and time for a public hearing to determine that no private rights will be injured or endangered by such action and that the public will suffer no loss or inconvenience thereby and that in justice deannexation is appropriate.

NOW, THEREFORE, The City of Edgerton gives notice of its hearing on the deannexation of the Land (described above) from the City Limits of Edgerton, Kansas.



DONALD ROBERTS, Mayor

Attest:


ALEXANDRIA CLOWER, City Clerk

City Council Action Item

Council Meeting Date: February 13, 2025

Department: Administration

Agenda Item: Consider an Agreement with the Johnson County Sheriff's Office for the Provision of Law Enforcement Services for Fiscal Year 2025

Background/Description of Item: The City of Edgerton contracts with the Johnson County Sheriff's Office (JCSO) to provide law enforcement services to the citizens of Edgerton. Generally the services as described in the agreement for 2025 are the same as services provided in 2024 including the "Power Shift". The agreement includes providing law enforcement duties customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City.

The agreement states that generally the level of service shall be the same that is provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district on a full-time basis, twenty-four (24) hours a day. A fully-manned patrol car shall ordinarily be stationed in the Edgerton district and an additional fully-manned patrol car or patrol cars shall be available as needed from adjacent districts. The Edgerton district shall have the following boundaries: the Johnson County line on the west and south; 167th Street on the north; and Gardner Road/Center Street to the east.

The 2025 Agreement includes Section 6 "Community Event Planning" related to public meetings that the City may need additional support from the Sheriff's Office. The requirement remains the same to provide sufficient advance notice of these types of events that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic or that may result in increased levels of law enforcement services to appropriately police the event. Additional costs for services shall be paid as allowed by the agreement.

Same as 2024, the 2025 Agreement includes Section 8 "Responsibility of the County" to include items already been provided by JCSO such as bailiff at municipal court, enforcement of city ordinances, attendance at City Council meetings, hosting an annual town hall meeting, and periodic reporting to both City Council and the City Administrator.

The 2025 Agreement includes Section 12 related to Automated License Plate Readers (ALPRs). Today, JCSO has already installed several of these in the Logistics Park Kansas City (LPKC) area. JCSO maintains sole ownership and responsibility for any of this equipment installed in Edgerton. Additionally, JCSO is responsible for the data, content and information collected

from any of these devices. The Agreement provides for additional future installations as agreed upon by both Parties.

The budget highlights of the agreement are listed below. The Cost for the Total Agreement was provided by the Sheriff's Office during the preparation of the 2025 Annual Budget. Therefore, there is sufficient funding available.

Term of Agreement:	January 1, 2025 – December 31, 2025
Cost for Policing Services:	\$403,174
Cost for "Power Shift":	\$173,105
Total Agreement Cost:	\$576,279

Budgeted Overtime: \$ 5,000
Total with OT for Budget **\$581,279**

The agreement provides for a fuel surcharge should the Sheriff's Office incur average fuel costs that exceed the average price per gallon of \$3.00 used at the time of calculating the annual cost of the agreement. The fuel surcharge is calculated and billed to the City on a quarterly basis as an additional cost to the agreement. The amount billed is based on the average of actual fuel costs incurred for the most recent calendar quarter.

Addendum 1 includes the information regarding the additional patrol car for Edgerton. The boundaries for the patrol car have been updated to include the new Dwyer Farms development. The patrol boundary is highlighted in orange on the enclosed map for reference.

The City Attorney will review the agreement prior to City Council meeting.

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

Funding Source: General Fund – Law Enforcement – Contracted Law Enforcement

Budget Allocated: \$581,405

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve an Agreement with the Johnson County Board of Commissioners and the Johnson County Sheriff for the provision of law enforcement services for fiscal year 2025

Enclosed: Draft Agreement with the Johnson County Board of County Commissioners and the Johnson County Sheriff
Map of Boundary for Addendum 1

Prepared by: Beth Linn, City Administrator

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Community Event Planning. The City shall provide the Sheriff with sufficient advance notice of community events or public meetings that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic, or that may result in increased levels of law enforcement services to appropriately police the event. Upon receiving such notice, the Sheriff or his designee shall confer with the City to determine what law enforcement services may be required for an event, shall assist the city in processing any special event permits for an event, and shall provide the agreed upon law enforcement services for an event. Additional expenses for services shall be paid as allowed under Paragraph 19 of this Agreement.

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

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

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

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

- (a) Provide a bailiff for Municipal Court;
- (b) Enforce City Ordinances;
- (c) Provide a presence at City Council Meetings;
- (d) Present quarterly reports to the City Council;
- (e) Provide monthly reports to the City Administrator;
- (f) Provide Annual Crime Index for the City of Edgerton; and
- (g) Host an Annual Town Hall for residents.

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

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

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

12. License Plate Reader Equipment. Should the City acquire License Plate Readers and supporting equipment during the term of the contract, ownership of the equipment in a maximum value of \$100,000 shall be transferred to the Sheriff if requested by the City. Upon transfer of ownership, all maintenance and repair of the equipment shall be the responsibility of the Sheriff.

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

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

15. Effective Date. Unless terminated earlier as provided for herein, this Agreement shall be effective for the period of January 1, 2025 through December 31, 2025. At the option of the City, with the consent of the County and the Sheriff, this Agreement shall be renewed for successive periods of not to exceed one year each. In the event the Sheriff fails to approve in writing such renewal within thirty (30) days of its submission to the Sheriff, this Agreement shall be terminated.

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

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

18. Cost. The City agrees to pay the County, subject to the limitations of paragraph 21, the amount of Four Hundred and Three Thousand, One Hundred and Seventy-Four Dollars (\$403,174) as the costs of performing all services covered by this Agreement (excluding Addendum Number 1), and agrees to pay an additional One Hundred and Seventy-Three Thousand, One Hundred and Five Dollars (\$173,105) for the services described in the attached Addendum Number 1 to this Agreement, for a total cost (including Addendum Number 1) of Five Hundred and Seventy-Six Thousand, Two Hundred and Seventy-Nine Dollars (\$576,279); provided, that if the cost of providing the service under this Agreement changes, the City shall be notified of each such change in writing; provided, further, that in the event the City alters or extends its boundaries and/or requests a second unit to provide service hereunder, then the cost of performing all services covered by this Agreement may be renegotiated and mutually agreed upon, by supplemental

writing, by and between the Sheriff and City. "Cost" as used herein shall not include items of expense attributable to service or facilities normally provided or made available to the entire County as part of the Sheriff's obligation to enforce State law. All monetary considerations paid by the City to the County pursuant to this Agreement shall be expended by the County solely for law enforcement purposes in accordance with K.S.A. 12-2909.

19. Additional Expenses. To the extent that the Sheriff incurs overtime expenses for the purpose of providing officers to appear as witnesses to testify in the City's Municipal Court or for special events, such overtime expenses shall be billed as an additional cost hereunder, provided, however, that overtime hereunder shall not exceed Five Thousand Dollars (\$5,000) during the term of this Agreement. Further, to the extent that the Sheriff incurs average fuel costs that exceed the average price per gallon of \$3.00 used at the time of calculating the Cost stated in paragraph 17 above, a surcharge shall be billed to the City as an additional cost hereunder, which surcharge shall represent a variable quarterly fuel adjustment based on the average of actual fuel costs incurred for the most recent calendar quarter.

20. Payment of Cost. The cost to the City shall be paid out of that portion of the general fund budgeted for police purposes and funded by the general levy of said City or other appropriate means of funding subject to the limitation of paragraph 21.

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

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

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

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

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

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

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

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

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

CITY OF EDGERTON, KANSAS

Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED AS TO FORM:

TODD A. LUCKMAN, for
Stumbo Hanson, LLP—City Attorneys

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Mike Kelly, Chairman

ATTEST:

Lynda Sader, Deputy County Clerk

SHERIFF OF JOHNSON COUNTY, KANSAS:

Byron K. Roberson, Sheriff

APPROVED AS TO FORM:

Ethan Brown
Assistant County Counselor

ADDENDUM NUMBER 1

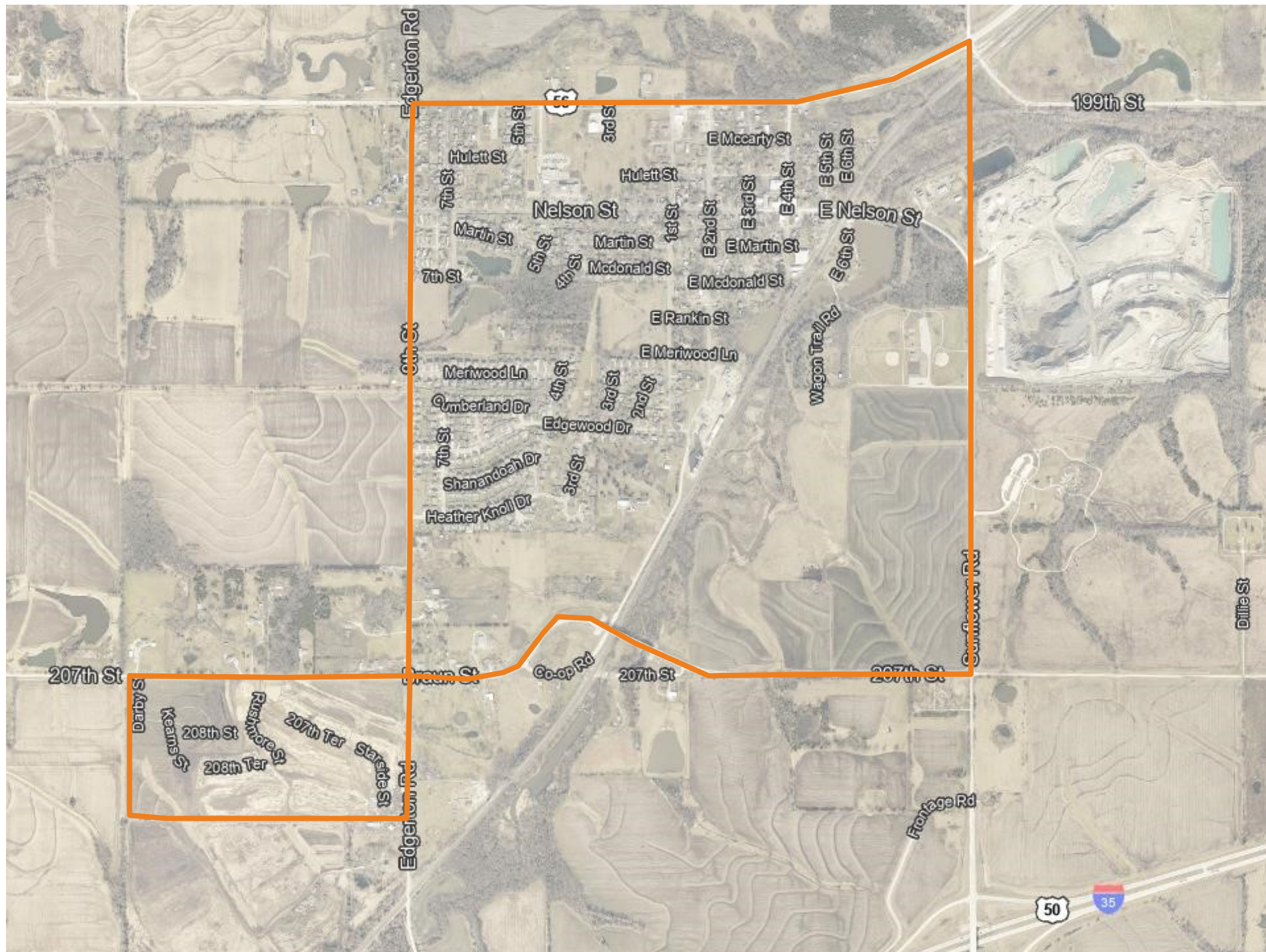
A second patrol unit will be assigned to the City of Edgerton for 40 hours per week, 52 weeks per year. The primary purpose of this unit will be community-oriented policing and problem-solving that builds and maintains relationships with the residents of Edgerton. In addition to normal policing services, this unit would proactively work to address specific concerns or priorities as set by the Edgerton City Council within the boundaries described below. These priorities could include, but not be limited to, patrol within the school zone during school drop-off and/or pick-up, speeding or other traffic violations on particular roadways, checks on local businesses, visibility of the Sheriff in residential neighborhoods, etc. The schedule for this unit should vary throughout the calendar year with unit being present during peak times to interact with the community.

This patrol unit shall have the following boundaries

Morgan Street / W 199th Street on the north,
Sunflower Road on the east,
W 8th Street / Edgerton Road or Darby Street on the west, and
W 209th Street on the south

A second Patrol unit as described above would cost \$173,105.00. That cost was calculated as follows:

One (1) Deputy + Benefits	\$ 134,246	
Relief Deputy	\$ 20,137	(20% of primary Deputy costs)
Vehicle	\$ 7,200	(10% Vehicle Cost)
Vehicle Maint.	\$ 4,000	(Average Vehicle Cost)
Vehicle Fuel	\$ 3,300	(Average Vehicle Fuel)
Overtime Allowance	\$ 0	(Billed Separately)
Administrative	<u>\$ 4,222</u>	(2.5% of Patrol Unit cost)
Total	<u>\$ 173,105</u>	
Total 2025 Contract Amount	<u>\$ 173,105.00</u>	



City Council Action Item

Council Meeting Date: February 13, 2025

Department: Public Works

Agenda Item: Consider Resolution No. 02-13-25A Adopting the Kansas Homeland Security Region L Hazard Mitigation Plan 2024-2029

Background/Description of Item:

The Disaster Mitigation Act of 2000 requires all political entities in the United States to have an approved Hazard Mitigation Plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation practices. Johnson County takes the lead on developing the Hazard Mitigation Plan with coordination with eligible jurisdictions. Once the planning process is completed the eligible jurisdictions are then required to adopt the plan individually.

Mitigation plans are a prerequisite for mitigation project grants. To meet all the requirements of FEMA, plan participants must show their continued commitment to our county's mitigation efforts by adopting the plan through a formal resolution. Hazard mitigation planning provides communities with a roadmap to aid in the creation and revision of policies and procedures, and the use of available resources, to provide long-term, tangible benefits to the community.

There are multiple grant programs aimed at improving our community's resilience and capability to recover from disaster. This adoption aligns us with Johnson County's county efforts. The Plan was fully approved by FEMA on November 13, 2024, then formally adopted via Resolution No. 085-24 by the Johnson County Board of County Commissioners on November 14, 2024. A copy of this resolution is enclosed with City Council packet.

Staff recommends the adoption of Resolution No. 02-13-2025A Adopting the Kansas Homeland Security Region L Hazard Mitigation Plan 2024-2029, this has been reviewed by City Attorney.

Related Ordinance(s) or Statue(s):

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

**Recommendation: Approve Resolution No. 02-13-25A Adopting the
Kansas Homeland Security Region L Hazard Mitigation Plan 2024-2029**

Enclosed:

Draft Resolution No. 02-13-25A
Johnson County Resolution No. 085-24

Prepared by:

Trey Whitaker, Assistant to the City Administrator

RESOLUTION NO. 02-13-25A

A RESOLUTION IN THE CITY OF EDGERTON, KANSAS ADOPTING THE KANSAS HOMELAND SECURITY REGION L HAZARD MITIGATION PLAN

WHEREAS, the City of Edgerton, Kansas recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Edgerton, Kansas fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

WHEREAS, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region L Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the City of Edgerton, Kansas desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region L Hazard Mitigation Plan; and

WHEREAS, adoption by the governing body for the City of Edgerton, Kansas demonstrates the jurisdictions' commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL, CITY OF EDGERTON, JOHNSON COUNTY, KANSAS ADOPTS THE KANSAS HOMELAND SECURITY REGION L HAZARD MITIGATION PLAN AS AN OFFICIAL PLAN; AND

BE IT FURTHER RESOLVED, THE CITY COUNCIL, CITY OF EDGERTON, JOHNSON COUNTY, KANSAS WILL SUBMIT THIS ADOPTION RESOLUTION TO THE KANSAS DIVISION OF EMERGENCY MANAGEMENT AND FEMA REGION VII OFFICIALS TO ENABLE THE PLAN'S FINAL APPROVAL.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON,
KANSAS ON THE 13TH DAY OF FEBRUARY 2025.

ATTEST:

ALEXANDRIA CLOWER, CITY CLERK

DONALD ROBERTS, MAYOR

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

RESOLUTION No. 085-24

RESOLUTION ADOPTING THE REGION L MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

At a regular meeting of the Board of County Commissioners conducted Thursday, November 14th, 2024, there came before the Board for consideration the matter of adopting the Region L Multi-Jurisdictional Hazard Mitigation Plan.

The Board, after thorough discussion and deliberation, upon a motion duly made, seconded, and carried, adopted Resolution No. 085-24, to wit:

WHEREAS, the Board of County Commissioners recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, Johnson County Government has fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

WHEREAS, the Kansas Division of Emergency Management and the Federal Emergency Management Agency Region VII officials have reviewed the "Region L Multi-Hazard Mitigation Plan," and approved it contingent upon this official adoption of the participating governing body; and

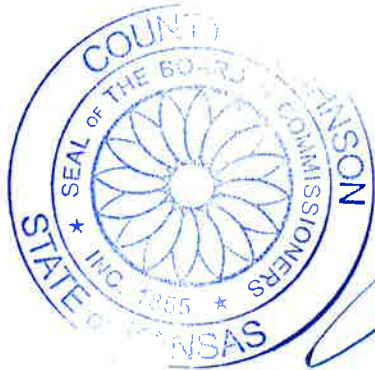
WHEREAS, Johnson County Government desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Region L Multi-Hazard Mitigation Plan; and

WHEREAS, adoption by the governing body for Johnson County Government demonstrates the jurisdictions' commitment to fulfilling the mitigation goals and objectives outlined in this Multi-Hazard Mitigation Plan.

WHEREAS, adoption of this resolution legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, THAT:

1. The Region L Multi-Jurisdictional Hazard Mitigation Plan (incorporated herein by reference) for the unincorporated areas of Johnson County, Kansas is adopted and approved.
2. The Johnson County Department of Emergency Services – Emergency Management Division is hereby directed to submit this Resolution to Kansas Division of Emergency Management and Federal Emergency Management Agency officials to enable the Plan's final approval.
3. Agency personnel of Johnson County Government are requested and instructed to pursue available funding opportunities from the State and Federal Emergency Management Agencies for support and implementation of hazard mitigation activities under the Plan.
4. Resolution No. 059-19 (the prior adoption of the Plan) is hereby repealed.
5. Resolution No. 085-24 is hereby adopted the 14th day of November, 2024.



BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS


Mike Kelly, Chair


Lynda Sader
Deputy County Clerk

Approved 7-0
FILED
NOV 14 2024

DEPUTY COUNTY CLERK
JOHNSON COUNTY KANSAS

APPROVED AS TO FORM:


Ethan N. Brown
Assistant County Counselor

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: February 13, 2025

Agenda Item: Resolution No. 02-13-25B Approving the Assignment of the Development Agreement

Subject: Dwyer Farms Housing Subdivision

Kansas LD, LLC (Rausch Coleman Homes) (“Kansas LD”) entered into a Development Agreement dated January 26, 2023 with the City for the development of the Dwyer Farms housing subdivision, which is a single-family housing subdivision on an 80.4 acre parcel located at the southwest corner of 207th Street/Braun Street and 8th Street/Edgerton Road. It is anticipated that Dwyer Farms will have 275 single-family homes.

In September 2024, the City Council approved the assignment of the Development Agreement from Kansas LD to ARG Land Holdings, LLC (“ARG Land”). Kansas LD and ARG Land are both Rausch Coleman entities.

In November 2024, Lennar Corporation announced plans to acquire a portion of Rausch Coleman Homes. As a result of that acquisition, ARG Land now desires to assign the Development Agreement to Kansas LD. No other changes to the Development Agreement are being made.

The Development Agreement requires that the City consent to any assignment of the Development Agreement unless the assignment meets certain exceptions. The Resolution consents to the assignment of the Development Agreement to Kansas LD and authorizes the Mayor to execute the Assignment of Development Agreement.

ASSIGNMENT OF DEVELOPMENT AGREEMENT

This Assignment of Development Agreement (this “**Second Assignment**”) is made and entered into this 13th day of February, 2025, by and between **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company (“**Assignor**”), and **KANSAS LD, LLC**, a Kansas limited liability company (“**Assignee**”).

RECITALS

A. Assignee, as Developer, and **CITY OF EDGERTON, KANSAS**, a Kansas municipal corporation (“**City**”), as City, entered into that certain Development Agreement dated effective as of January 26, 2023 (as amended from time to time, the “**Agreement**”), relative to the development of approximately 80.4 acres of unimproved land located at the southwest corner of Edgerton Road / West 8th and 207th Street / Braun Street in Johnson County, Kansas, and within the boundaries as more particularly described in the Agreement (together with all rights, obligations, representations and warranties of the Developer under the Agreement, collectively referred to herein as the “**Property**”). A copy of the Agreement is attached hereto as **Exhibit “A”** and made a part hereof. The capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement.

B. Assignee previously assigned the Agreement to Assignor pursuant to the Assignment of Development Agreement acknowledged by the City and dated as of September 17, 2024 (the “**First Assignment**”). A copy of the First Assignment is attached hereto as **Exhibit “B”** and made a part hereof.

C. Assignor now desires to assign the Agreement to Assignee, and Assignee is willing to accept an assignment of the Agreement, in accordance with the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of mutual covenants, agreements and obligations herein contained, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns all of its rights and delegates its obligations in and to the Agreement to Assignee.

2. Acceptance. Assignee hereby accepts the assignment and delegation of the Agreement and assumes and covenants to perform all duties, obligations and liabilities of the “Developer” under the Agreement accruing from and after the date hereof, and agrees to hold Assignor, its successors and assigns, harmless from any and all claims, liabilities, actions, and demands of any nature whatsoever of the Developer under the Agreement accruing or arising out of the Agreement from and after the date hereof. Assignor agrees to hold Assignee, its successors and assigns, harmless from any and all claims, liabilities, actions, and demands of any nature whatsoever of the Developer under the Agreement accruing or arising out of the Agreement prior to the date hereof.

3. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee as follows:

(a) A true and correct copy of the Agreement is attached hereto as **Exhibit “A”** and made a part hereof and the Agreement has not been amended.

(b) A true and correct copy of the First Assignment is attached hereto as **Exhibit “B”** and made a part hereof and the First Assignment has not been amended.

(c) The Agreement is in full force and effect as of the date hereof. To Assignor’s knowledge, the representations and warranties of City set forth in the Agreement are true and correct in all material respects. Assignor has complied with all of the duties and obligations of the Developer under the Agreement which are required to be performed on or before the Effective Date of this Agreement, and Assignor has received no written notice from City as of the Effective Date of this Agreement claiming any default under the Agreement by the Assignor.

(d) Assignor has the full power, right and authority to enter into this Second Assignment without the consent of any other party, except for any consent required from City pursuant to the Agreement, and this Second Assignment is a valid and binding agreement of Assignor, enforceable in accordance with its terms.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the date first written above.

ASSIGNOR:

ARG LAND HOLDINGS, LLC,
an Arkansas limited liability company

By: _____
Name: Joshua T. Carson
Title: Manager

ASSIGNEE:

KANSAS LD, LLC,
a Kansas limited liability company

By: _____
Name: Scott A. Peters
Title: Manager

JOINDER

The undersigned, being the City under the Agreement, hereby joins in the execution of this Second Assignment for the purpose of: (i) consenting to this Assignment of Development Agreement by Assignor to Assignee pursuant to the terms of this Assignment; and (ii) confirming that as of the date of City's execution hereof there is no default on the part of Assignor under the Agreement.

CITY:

CITY OF EDGERTON, KANSAS,
a Kansas municipal corporation

By: _____
Name: Donald Roberts
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Alexandria Clower
Title: City Clerk

Approved as to form:

By: _____
Name: Kevin Wempe
Title: Bond Counsel

RESOLUTION NO. 02-13-25B

RESOLUTION CONSENTING TO THE ASSIGNMENT OF A DEVELOPMENT AGREEMENT FOR THE DWYER FARMS RHID PROJECT

WHEREAS, the City of Edgerton, Kansas (the “City”), and Kansas LD, LLC, a Kansas limited liability company (the “Developer”), have previously entered into a Development Agreement dated January 26, 2023 (the “Development Agreement”) for the development of a single-family housing subdivision located on 80.4 acres of land at the southwest corner of Edgerton Road and Braun, which upon completion is anticipated to contain 275 single-family homes; and

WHEREAS, the Developer assigned the Development Agreement to ARG Land Holdings, LLC, an Arkansas limited liability company (“ARG”) pursuant to an Assignment of Development Agreement dated September 17, 2024; and

WHEREAS, ARG now desires to assign the Development Agreement to Developer;

WHEREAS, **Article VI** of the Development Agreement requires, with certain exceptions, the written consent of the City to any assignment; and

WHEREAS, the City desires to consent to the assignment of the Development Agreement to Developer;

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

Section 1. Consent to Assignment. The Governing Body hereby consents to the assignment of the Development Agreement from ARG to Developer. The Governing Body approves of the form of Assignment of Development Agreement in substantially the form attached hereto as **Exhibit A**.

Section 2. Execution of Assignment of Development Agreement. The Mayor of the City is hereby authorized to execute the Assignment of Development Agreement, in substantially the form presented to and reviewed by the City Council at this meeting (a copy of which upon execution shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the Mayor, the Mayor’s signature thereon being conclusive evidence of his approval thereof. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Assignment of Development Agreement.

Section 3. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the Assignment of Development Agreement.

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

ADOPTED this 13th day of February 2025.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Gilmore & Bell, P.C., Bond Counsel

EXHIBIT A

FORM OF ASSIGNMENT OF DEVELOPMENT AGREEMENT

City Council Action Item

Council Meeting Date: February 13, 2025

Department: Public Works

Agenda Item: Consider Contract with City of Baldwin City for Purchase of Water

Background/Description of Item:

The City of Edgerton purchases water from two sources, the City of Baldwin City and Rural Water District No. 2. Edgerton had an existing contract from 1983 that expired in 2023, and both Cities agreed to continue service per the existing contract until the contract was mutually agreed upon. In 2023, the City of Edgerton began negotiating the renewal of a contract with Baldwin City for the purchase of treated water.

The existing contract from 1983 contained language regarding the construction of new infrastructure to make the transfer of water feasible. This language was removed for the updated contract as no new construction is needed.

There were three other main points of negotiation. First, the term of the contract being established as a 30-year contract from the date of signing. The contract adds language that when the City of Baldwin City provides a feasibility study and preliminary engineering study to support their installation of an emergency connection for Edgerton to provide water to Baldwin; Edgerton will consider a revision to the contract. This language does not require Edgerton to provide water, only that Edgerton would review the documents and renegotiate as needed.

The second point of negotiation is the documentation that Baldwin City is to provide Edgerton annually to validate the data used to set the per unit cost for the upcoming year. Attachment A sets the method of calculation and the formula remains unchanged from the previous contract. The entire Agreement, including Attachment A, was reviewed by the City's Utility Rate Consultant. While the Agreement sets the per unit cost, the exact annual amount paid to Baldwin changes based on gallons of water purchased throughout the year.

The third and final point of negotiation was the amount of water Edgerton is allowed to purchase a minimum of three million six hundred thousand (3,600,000) gallons per year. This is three hundred thousand (300,000) gallons per month and approximately nine thousand eight hundred (9,800) gallons per day. The connection to Baldwin is primarily used as an emergency connection as well as times where maintenance operations with our primary provider need to be scheduled. The updates to the contract do not limit this type of usage.

The contract was approved by the City Attorney as well as by City of Baldwin City in January 2025.

Related Ordinance(s) or Statue(s):

Funding Source: Water Fund

Budget Allocated: \$202,566 (for all water purchased from all sources)

Finance Director Approval: x 
Karen Kindle, Finance Director

<p>Recommendation: Approve Contract with City of Baldwin City for Purchase of Water</p>
--

Enclosed: Signed Contract

Prepared by: Dan Merkh, Public Works Director

WATER PURCHASE AGREEMENT

This Agreement is entered into as of the later of the signature dates listed below, by and between the City of Baldwin City, Kansas, a duly organized municipal corporation hereinafter referred to as “Baldwin” and the City of Edgerton, Kansas, a duly organized municipal corporation hereinafter referred to as “Edgerton”.

WHEREAS, Baldwin owns and operates a water supply system and desires to sell water to Edgerton; and

WHEREAS, Baldwin has supplied water to Edgerton since 1983 (Agreement dated March 14, 1983) and the parties wish to update the terms of that sale with this Agreement; and

WHEREAS, the parties remain cognizant of the contract Baldwin has entered into with the City of Lawrence, Kansas, and mutually agree that the basis of availability of water by Baldwin to provide to Edgerton remains dependent upon Baldwin first meeting the requirements of its contract with Lawrence; and

WHEREAS, the parties are amenable to continuing this relationship subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Volumes. Baldwin agrees to sell and deliver, and Edgerton agrees to purchase and accept at the point of delivery, water from Baldwin in a minimum amount of three million six-hundred thousand (3,600,000) gallons per year. The parties recognize that this water source shall serve as a backup/emergency source for Edgerton, and that the amount used on a daily basis will likely be to keep existing equipment in working order, but the parties have agreed to plan for such need in the event of emergency demand by Edgerton.

Section 2. Rate (a) The water rate charged by Baldwin to Edgerton shall consist of four components, a Transfer Fee, a Treatment Fee, a Raw Water Fee, and a Profit Margin.

- Transfer Fee – Baldwin shall calculate the Transfer Fee based on the cost of operating and maintaining its transmission system that delivers water from the City of Lawrence to Edgerton. This share of cost is currently estimated as 15% of the water utility's costs less transfers to the Seller's General Fund for Administrative Fee and Franchise Fee and the cost of Raw Water Acquisition and Treatment. Any change to this determination of the cost of the transmission facilities shall be mutually agreed upon by Baldwin and Edgerton. The units of service used to determine the per thousand gallon charge shall be the total raw water purchased by Baldwin.
- Treatment Fee – Cost of treatment as shown on the City of Lawrence bills to Baldwin.
- Raw Water Fee – Cost of raw water as shown on the City of Lawrence bills to Baldwin.
- Profit Margin – Baldwin shall be entitled to a profit margin of 8% on the total of the Transfer Fee, Treatment Fee, and Raw Water Fee.

An illustration of the calculation of each of these fees and the total water rate for Fiscal Year 2023 is shown in Attachment A.

(b) Any change in rate will be effective upon the date identified in the ordinance or the date of publication, as applicable. In order to keep Edgerton apprised of potential water rate changes, Baldwin agrees to notify the City Administrator, in the manner identified in Section 12, when any proposed ordinance that amends water rates for municipalities appears for action on the

City Council agenda. Annually, at an agreed upon date, Baldwin will provide an updated calculation utilizing the form from Attachment A.

Section 3. *Payment Due.* Payment shall be due on the payment due date stated on the bill. All bills provided to Edgerton shall include billing calculations that support the amount billed. In order to keep Edgerton apprised of changes in due dates, Baldwin will provide to Edgerton, by December 15 of each year, the estimated billing dates for the following calendar year.

Section 4. *Point of Delivery.* The point of delivery shall be the existing connection at the intersection of U.S. Highway 56 and E. 1900 Road on the southwest corner.

Section 5. *Edgerton Equipment.* Edgerton agrees to maintain and keep in a good state of repair all of its lines, meters, pumps, storage tanks and other equipment and facilities used in the operation of its water system. It is understood that Baldwin shall not in any event or on any condition become liable or responsible for any such maintenance and upkeep. Baldwin shall make no allowance for loss of water due to repair problems of Edgerton's system. Edgerton agrees not to install, maintain or operate any pumps related to the acceptance of water from Baldwin without prior written approval from Baldwin's Utility Director or designee, except that Edgerton may replace any of its existing pumps with any pump of similar type and capacity, without obtaining approval. Edgerton agrees to operate all pumps in such a manner as not to adversely impact Baldwin's water distribution system. In the event there is adverse impact, Edgerton agrees to discontinue use of the offending pump(s), upon receipt of notice of Baldwin. Edgerton and Baldwin will mutually agree upon a solution to mitigate any adverse impacts. In the event of improvements to Edgerton's system, Baldwin has the right to examine and provide comments on plans and specifications for improvements made which directly affect the connection point.

Section 6. Water; Property of Edgerton. All water sold and supplied by Baldwin to Edgerton shall become property of Edgerton once it passes through the point of delivery. All distribution lines and equipment on the Baldwin side of the point of delivery and the meter shall be the property of Baldwin, with Baldwin having the responsibility for the maintenance and replacement of all lines and equipment on that side. All distribution lines and equipment on the Edgerton side of the point of delivery shall be the property of Edgerton, with Edgerton having the responsibility for maintenance and replacement of lines and equipment.

Section 7. Water Qualities. Baldwin agrees that all water provided by Baldwin during the term of this contract shall be potable treated water meeting applicable standards of the Kansas Department of Health and Environment. Each party shall immediately notify the other of any emergency or condition that may affect the quality of water in either parties' system. Baldwin shall have no responsibility for the quality of water beyond the delivery point, except for its promise to provide quality in the water of the quality described above. When requested by Edgerton, Baldwin will make available to Edgerton at the point of delivery, or reasonably close thereto, water sufficient for testing by Edgerton or its agents.

Section 8. Pressure. Water shall be furnished by Baldwin at a reasonable, but not guaranteed constant pressure of approximately 25 pounds per square inch at the purchase metering point. This flow rate may be adjusted from time to time by written mutual agreement of the parties. Emergency failure of pressure or supplies due to main breaks, power failure, floods, fire, earthquake or other comparable emergency shall excuse Baldwin from this provision for such reasonable period of time as may be necessary to restore service.

Section 9. Water Supply Inadequate. Baldwin agrees to make every reasonable effort to provide the volume of water that is the subject of this Agreement. However, the parties understand

that the Baldwin water supply, by reason unforeseen disaster or other emergency, may become inadequate to meet the needs of water customers in Baldwin. In such event, Baldwin will reduce water supply proportionally to all outside Baldwin customers of like class. Normal service shall be resumed under the terms of this Agreement at the termination of the emergency.

Section 10. Water Supply; Conformity to Laws. This Agreement is made with the mutual understanding that the supplying of water by Baldwin shall be subject to all of the applicable Federal and State regulations and ordinances as they now exist or hereafter be enacted, with reference to consumption and use of water.

Section 11. Effective Date; Term; Renewal. This Agreement shall commence as of the last date of signature of the parties as shown below and terminate Thirty (30) years from that date. This Agreement may be renewed by mutual written consent by the parties for an additional period not to exceed thirty (30) years. This Agreement may also be modified by the parties based upon a separate emergency connection from Edgerton to Baldwin. At such time that Baldwin provides a feasibility report and preliminary engineering study to support an emergency connection for water from Edgerton, Edgerton will consider revisions to this contract to be mutually agreed upon.

Section 12. Notices. All notices, demands, consents, approvals, and requests given by either party to the other hereunder shall be in writing and shall be sent by hand delivery, by a nationally recognized overnight courier, or by email (provided that email notices are also promptly delivered by hand or by a nationally recognized overnight courier), to the parties at the following addresses:

To Baldwin:

Baldwin City, Kansas
c/o Glenn Rodden, City Administrator

With copy to:

To Edgerton: City of Edgerton, KS
c/o Beth Linn, City Administrator
404 East Nelson
Edgerton, KS 66021
blinn@edgertonks.org

With Copy to: Stumbo Hanson LLP
2887 SW MacVicar Avenue
Topeka, KS 66611

or to such other address and to the attention of such other person as either party may from time to time designate in writing. Notices properly given as described above shall be effective upon receipt or, if received on a date that is not a business day or after normal business hours in the location delivered, the following business day. Refusal to accept delivery shall constitute receipt.

Section 13. *Termination of Prior Agreement.* The parties agree that the Articles of Agreement dated March 14, 1983, as amended, will terminate on the effective date of this contract.

Section 14. *Metering Equipment.* Baldwin shall operate and maintain, at its own expense, at the point of delivery, metering equipment for properly measuring the quantity of water delivered to Edgerton and calibrate such metering equipment as necessary. Baldwin shall calibrate such metering equipment whenever requested by Edgerton but not more frequently than once every twelve (12) months. A meter registering not more than 2% above or below the test results shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the six (6) months before such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished

during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless the parties shall agree upon a different amount.

Section 15. *Assignment.* This Agreement shall not be assigned by either of the Parties without written consent of the other party.

Section 16. *Binding.* This agreement shall bind the successors of the Parties to the same extent as the Parties are bound.

Section 17. *Execution in Counterparts.* This Agreement may be signed by facsimile or electronic signature, which shall be deemed to be an original signature. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

Section 18. *Conservation of Supply and Drought Conditions.* Edgerton shall be subject to any and all aspects of any Baldwin emergency water conservation plan, drought contingency plan or any other regulatory requirements regarding water conservation resulting from drought emergency as established by the State of Kansas. Edgerton agrees to impose use restrictions and conservation requirements in a manner equivalent to those imposed by Baldwin upon its customers when any such drought emergency is declared.

Section 19. *Severability/Modification.* In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of the State of Kansas or the United States, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof. No provision of this Agreement may be modified, altered or amended by individual action of either party to this Agreement; all such modifications, alterations or amendments must be agreed to in writing by both parties.

Section 20. Governing Law. This Agreement will be governed by the law of the State of Kansas and interpreted in accordance with those laws.

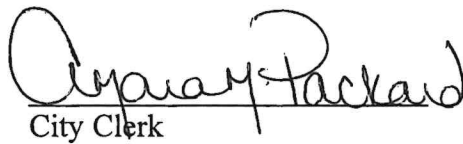
IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the dates written below.

BALDWIN CITY, KANSAS

1/28/25
Date


Mayor

ATTEST:


City Clerk



CITY OF EDGERTON

Date

DONALD ROBERTS, MAYOR

ATTEST:

ALEXANDRA CLOWER, CITY CLERK

Attachment A
Rate Calculation

	Year Ended 12/31/2023
<u>Transfer Fee Calculation</u>	
Total from Water Fund Administration Dept (GL Codes 12.11)	\$ 810,537.00
Less:	
General Fund Transfer for Administrative Fee (GL Code 12.11.8101)	\$ (95,955.98)
General Fund Transfer for In Lieu of Franchise Fee (GL Code 12.11.8102)	\$ (59,586.29)
Total from Water Fund Distribution Dept (GL Codes 12.12)	\$ 229,705.55
Total Water Acquisition Costs (GL Codes 12.13)	\$ 962,059.34
Less:	
Raw Water Treatment Fees (GL Code 12.13.2490)	\$ (907,950.35)
Raw Water Supply Fees (GL Code 12.13.2492)	<u>\$ -</u>
Total Water Fund costs allocable to Transfer Fee	\$ 938,809.27
Total Water Fund costs times 15% to estimate Transfer Fee	\$ 140,821.39
Divided by the total raw water purchased from the City of Lawrence - 2022 (in thousands)	202,534
Transfer Fee per Thousand Gallons	\$ 0.70
<u>Treatment Fee</u>	
2023 Cost per thousand gallons - City of Lawrence (From Jan, 2023 Lawrence bill)	\$ 4.56
<u>Raw Water Fee</u>	
2023 Raw Water Cost - Lawrence (Grows at the same rate as line 32)	<u>\$ 0.28</u>
	<u>\$ 5.53</u>
<u>Profit Margin (8%)</u>	<u>\$ 0.44</u>
Total Wholesale Rate - 2024 (per thousand gallons)	<u><u>\$ 5.97</u></u>

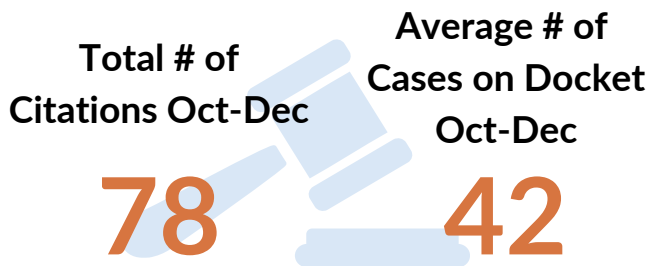


Municipal Court and Supplemental JCSO Report

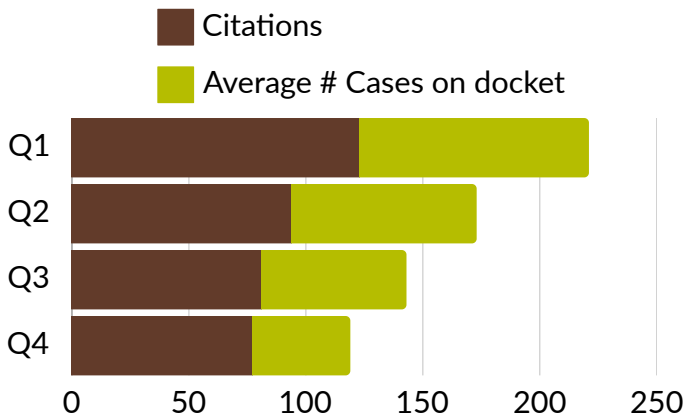
City Council Meeting
February 13, 2025

Edgerton Municipal Court is held on the first and third Tuesdays of every month beginning at 2:00 p.m.
The City's Court is managed by a Court Clerk with a contracted judge and prosecutor.

Edgerton Municipal Court



Payment Plans Managed	7
Warrants Issued	11
Warrants Cleared	8
Warrants Recalled	1



Clearance Rate Oct-Dec 2024

17% of cases cleared within 30 days

55% of cases cleared within 90 days

Fines and Fees

\$26,300

fines/fees
ordered

\$18,594

fines/fees
collected*

*Approximately 12% of collections are
remitted to the State of Kansas

State Fees Collected

Reinstatement Fixed Fee	\$15.00
Reinstatement Fee	\$85.00
Judicial Branch Docket Fee Fund	\$22.00
Judicial Branch Education Fund	\$1.00
Law Enforcement Training Center Fund	\$22.50
Community Corrections Supervision Fee - DUI	\$250.00
Seat Belt Safety Fund	\$20.00





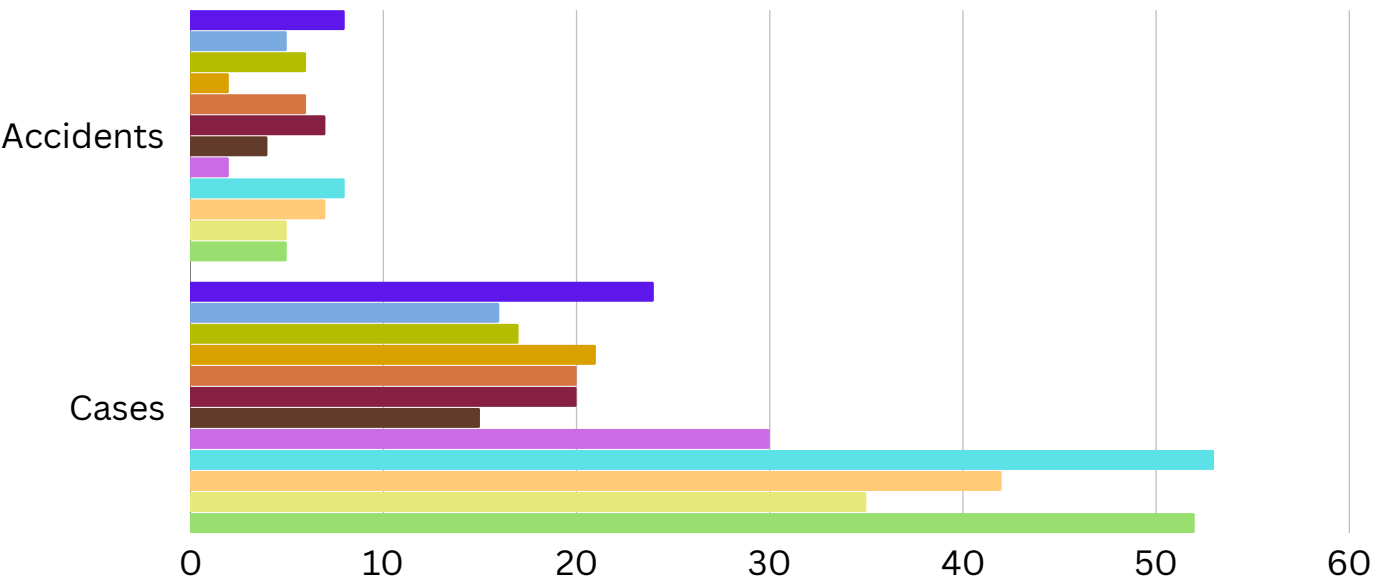
Municipal Court and Supplemental JCSO Report

City Council Meeting
February 13, 2025

The City of Edgerton contracts with the Johnson County Sheriff's Office for law enforcement services. Since 2020, the City also pays for an additional power shift for the residential core.

Types of calls in 2024

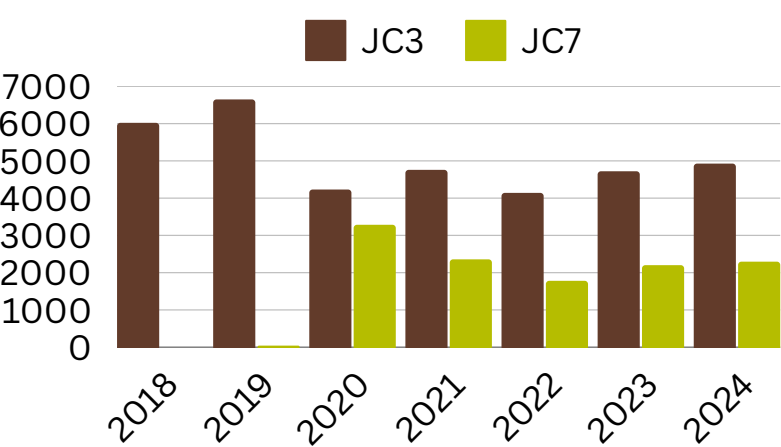
Accidents are specifically traffic-related
Cases include everything from animal welfare to drugs to mental health



Total Calls for Service in 2024



Total Calls Annual 2018-2024





EDGERTON
global routes. local roots.

404 East Nelson
Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

DATE: February 13, 2025

TO: Mayor and City Council Members

FROM: Beth Linn, City Administrator
Kara Banks, Assistant to the City Administrator
Alexandria Clower, City Clerk

SUBJECT: HOME Improvements Grant Fence Options Update

During the December 2024 City Council meeting, staff presented a report on the HOME Improvements Grant program. As part of that report, staff reviewed some potential additions to the list of eligible projects, including foundation repairs and fences. At the approval of council, foundation work has now been added as a qualifying project. Council requested additional information about how fence projects could be included and if would meet the original intent of the program.

Staff identified several options:

- **Fences Not Included** – Fencing is a secondary home improvement that while it may make a property more marketable does not inherently add property value.
- **Existing Fences Only Included** – Maintenance, especially lack thereof, of fences can have an impact on not only the curb appeal of a home, but to the neighbors surrounding. Based on this, replacement of existing fences could be viewed similar to a façade and exterior paint/siding project. Only replacement of existing fences would be eligible.
- **New & Existing Fences Included** – New fences as well as replacement of existing fences could be a qualifying project through the grant.

****NOTE:** No electric/underground fences would be eligible.

As City Council considers whether or not to include fences, Staff would recommend consideration of the categories of location for those fences and which, if any, should be included.

- Right-of-way (ROW) – Only fence line that abuts the adjacent right-of-way would be eligible.
- Street visibility – Only the linear footage of existing fence visible from the street would be eligible.
- Any – All fencing on the property is eligible

RECOMMENDATION – After review of the information above with the original intent of the program to add property value and improve curb appeal, **Staff recommends that City Council not include fences as an eligible activity** and instead focus the limited resources on projects foundational home improvement projects such as replacements of siding, windows, roofs, driveways, etc.