

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
January 24, 2019
7:00 P.M.**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Brown ____ Conus ____ Lewis ____ Smith
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 for January 10, 2019 Regular City Council Meeting
5. Consider Approval of Resolution No. 01-24-18C Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas

Regular Agenda

6. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
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.

Business Requiring Action

8. **CONSIDER APPROVAL OF 63-MONTH LEASE FOR TOSHIBA E-STUDIO3515AC DIGITAL PRINTER/COPIER**
9. **CONSIDER RESOLUTION NO. 01-24-19A CONSENTING TO SUPPLEMENTAL BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (TRANSPEC LEASING INCORPORATED PROJECT), SERIES 2016**
10. **CONSIDER RESOLUTION NO. 01-24-19B CONSENTING TO THE ASSIGNMENT OF BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (TRANSPEC LEASING INCORPORATED PROJECT), SERIES 2016**
11. **Report by the City Administrator**
 - Notification from KDHE for proposed change in permit limits for Big Bull Creek Wastewater Treatment Facility
 - 2019 Kansas Rural Water Association Conference
 - Assistance for Furloughed Federal Employees
12. **Report by the Mayor**

- Discussion of Ordinance regulating fireworks sales in City limits.

13. Future Meeting/Event Reminders:

- January 31st: 6:30PM – Public Safety Open House at City Hall
- February 14th: 7PM – City Council Meeting
- February 18th: City Offices Closed
- February 20th: Noon – Senior Lunch

14. Adjourn Motion: _____ Second: _____ Vote: _____

City of Edgerton, Kansas
Minutes of City Council Regular Session
January 10, 2019

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on January 10, 2019. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

1. ROLL CALL

Ron Conus	present
Clay Longanecker	present
Josh Lewis	absent
Katee Smith	present
Jody Brown	absent

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- Assistant City Administrator Scott Peterson
- City Clerk Rachel James
- City Attorney Lee Hendricks
- Development Services Director Katy Crow
- Finance Director Karen Kindle
- Public Works Director Dan Merkh
- Public Works Superintendent Trey Whitaker
- Planning and Zoning Coordinator Chris Clinton
- Parks & Recreation Bob McVey

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Approve Minutes for December 27, 2018 Regular City Council Meeting
5. Approve Appointment of John Daley to Planning Commission term expiring September 2021

At the request of Councilmember Smith, Mayor Roberts removed Agenda Item #5 for further discussion.

Motion by Smith, Second by Longanecker, to approve consent agenda.

Motion was approved, 3-0.

Agenda Item #5: Councilmember Smith asked the rules regarding John Daley living in unincorporated county. Mayor Roberts responded that the rules state that if a candidate lives within 3 miles of Edgerton City Limits they are allowed to be on the Planning

Commission. Lee Hendricks, City Attorney, confirmed. Mayor Roberts stated that Planning Commission should be a diverse group encompassing of people who live all over the community.

Motion by Smith, Second by Longanecker to approve reappointment of John Daley to Planning Commission for a term expiring September 2021.

Motion was approved, 3-0.

REGULAR AGENDA

6. **Public Comments.** None.

7. **Declaration.** None.

Introduction of Chris Clinton, the new Planning and Zoning Coordinator by Katy Crow, Development Services Director. Mr. Clinton briefly spoke on his background and his excitement to join Edgerton City Staff.

BUSINESS REQUIRING ACTION

8. **CONSIDER RENEWAL OF A CEREAL MALT BEVERAGE LICENSE APPLICATION FOR 2019**

Beth Linn, City Administrator, introduced the application for renewal of Cereal Malt Beverage License for Jay Kay Inc. at 101 East Morgan (Mini Mart). There is a \$35 License fee established in Section 3-109 of the Edgerton Code and a stamp fee of \$25 for the State of Kansas.

Motion by Longanecker, Second by Conus to approve renewal of a Cereal Malt Beverage License Application for 2019

Motion was approved, 3-0.

9. **Report by the City Administrator**

- Review of Position Description for Marketing/Communications Manager

Beth Linn, City Administrator, introduced the job description of Marketing/Communications. This position has an updated job description and would maintain the online, social media, and media presence for the City of Edgerton. Ms. Linn stated that in 2018 the City spent \$67,000 on the contract with Candid for media, newsletters, brochures, etc. Mayor Roberts stated that this position would take over those roles and produce brochures, all media and forms, and manage the City's online presence.

Councilmember Longanecker asked how this position would work with ElevateEdgerton!. Ms. Linn stated that this position would provide media and marketing support to ElevateEdgerton! if needed and that is outlined in the job description. Councilmember Smith asked if the Marketing/Communications Manager would work with Frontier Days. Ms. Linn stated that the City provides significant support to Frontier Day, however, Frontier Days is

an independent organization. Mayor Roberts added that because of the independent nature of Frontier Days that there needs to be a conscious effort to be fair and equitable in support provided to third party events.

Motion by Longanecker, Second by Smith to approve the position of Marketing/Communications Manager.

Motion was approved, 3-0.

- Update on Bid Process for Residential Solid Waste Collection and Disposal Services

Scott Peterson, Assistant City Administrator, overviewed the updates to the bid process for residential solid waste, including that the new RFP would allow the contractor to hire a sub-contractor to pick up sludge from the Big Bull Creek Wastewater Treatment Plant. Ms. Linn stated that the Bid would be bundled but the individual bids for residential disposal, city facilities, and sludge would be itemized out.

10. **Report by the Mayor** None.

11. **Future Meeting/Event Reminders:**

- January 24th: 7PM – City Council Meeting
- January 31st: 6:30PM – Public Safety Open House at City Hall

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

Motion by Smith, Second by Longanecker to recess into an executive session pursuant to K.S.A. 75-4319(b)(2) for contract negotiations and to include City Attorney and City Administrator for twenty (20) minutes was considered.

Motion was approved 3-0.

Meeting recessed at 7:32 pm. Meeting reconvened at 7:52 pm.

Motion by Brown, Second by Lewis to return to regular session.

Motion was approved 5-0.

Motion by Smith, Second by Longanecker to recess into an executive session pursuant to K.S.A. 75-4319(b)(2) for City Security and to include City Attorney and City Administrator for an additional fifteen (15) minutes was considered.

Motion was approved 3-0.

Meeting recessed at 7:53 pm. Meeting reconvened at 8:08 pm.

Motion by Smith, Second by Longanecker to return to regular session.

Motion was approved 3-0.

Motion by Brown, Second by Smith to recess into an executive session pursuant to K.S.A. 75-4319(b)(2) for contract negotiations and to include City Attorney and City Administrator for an additional ten (10) minutes was considered.

Motion was approved 3-0.

Meeting recessed at 8:09 pm. Meeting reconvened at 8:19 pm.

Motion by Smith, Second by Longanecker to return to regular session.

Motion was approved 3-0.

13. **Adjourn**

Motion by Smith, Second by Conus to adjourn.

Motion was approved 3-0.

The meeting adjourned at 8:20 pm.

RESOLUTION NO. 01-24-19C

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

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

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

Section 1. Declaration of Boundary. The Governing Body of the City hereby finds and determines that the boundaries of the City of Edgerton, Johnson County, Kansas as of January 31, 2019 are as described and depicted in the attached "Exhibit A" entitled "Boundary Description of the City of Edgerton, Johnson County, Kansas."

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

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF
EDGERTON, KANSAS ON THE 24th DAY OF JANUARY 2019.

ATTEST:

CITY OF EDGERTON, KANSAS

Rachel A. James, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Lee Hendricks, City Attorney

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

TRACT 1

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

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

line of main track of said Railroad Company; thence Northeasterly along said right-of-way line, 165.0 feet, more or less, to a point on the Northeasterly right-of-way line of the S.M. Crockett Road No. 61; thence Southeasterly along said road right-of-way to the Southeast corner of Lot 4 of the County Clerk's Subdivision of part of the Northeast $\frac{1}{4}$ of Section 7 and part of the Northwest $\frac{1}{4}$ of Section 8, said Southeast lot corner being a point on the East line of Section 7, 1,152.3 feet, more or less, North of the Southeast corner of the Northeast $\frac{1}{4}$ of Section 7; thence Northerly along the East line of Section 7 to the Southwest corner of Lot 1 of County Clerk's Subdivision of the Northwest $\frac{1}{4}$ of Section 8; thence Northeasterly along the Southeast line of said Lot 1 a distance of 1,110 feet, more or less; thence Northwest on a line that is perpendicular to the Southeast line of said Lot 1, a distance of 50.0 feet, more or less, to the South right-of-way line of the existing Atchison, Topeka, and Santa Fe Railroad Company tracks; thence Westerly along said South right-of-way line to a point on the Eastward extension of the North right-of-way line of Nelson Street; thence Westerly along said North right-of-way line, a distance 235.0 feet, more or less, to a point on the Westerly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company; thence Northeasterly along said right-of-way a distance of 175 feet, more or less, to a point on the West right-of-way line of Sixth Street; thence Northerly along the West right-of-way line of Sixth Street a distance of 180.0 feet, more or less; thence Easterly 60.0 feet to a point on the Northwesterly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company, common to the Southeast corner of Lot 7 of County Clerk's Subdivision; thence Northeasterly along said right-of-way, a distance of 843.0 feet to the Northeasterly corner of Lot 8; thence Westerly along the Northerly boundary of Lot 8 to a point on the centerline of Sixth Street; thence Northerly 140 feet, more or less, to the North line of Section 7; thence Easterly long the North line of Section 7 to the Northwesterly right-of-way of the Atchison, Topeka and Santa Fe Railroad Company; thence Northeasterly along said Northwesterly railroad right-of-way to the East line of Section 6, Township 15 South, Range 22 East; thence North along said East line 90 feet to a point 2,026 feet South of the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 6; thence Southwesterly along the Northerly right-of-way line of U.S. Highway 56 and a curve to the right 670 feet, more or less; thence continuing along said Northerly right-of-way line North at right angles 30 feet, more or less; thence Southwesterly along said right-of-way 625 feet to a point on the centerline of Bull Creek, said point being 160 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line North and West along the centerline of said Bull Creek to a point 280 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line Northerly 60 feet; thence continuing along said Northerly right-of-way line Westerly 95 feet; thence continuing along said Northerly right-of-way line Southerly perpendicular to the South line of said Section 6, a distance of 260 feet to a point 56 feet North of said South line of said Section 6; thence continuing along said Northerly right-of-way line Westerly 523 feet, more or less, to a point 54.6 feet North of the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 6; thence continuing along said Northerly right-of-way line South along the West line of the Southeast $\frac{1}{4}$ of said Section 6, 10 feet; thence continuing along said Northerly right-of-way line Westerly to a point 40 feet East of and 40 feet North of the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 North of the South line of said Section 6 to the West line of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 feet North of the South line of the Southeast $\frac{1}{4}$ of Section 1, Township 15 South, Range 21 East, 261.4 feet; thence South 40 feet to a point on the South line of said Section 1 and the Point of Beginning.

ALSO:

All of the Southwest Quarter and the Northwest Quarter of Section 17, Township 15 South, Range 22 East in Johnson County, Kansas, lying South and East of the Interstate 35 right-of-way (see Annexation Ordinance No. 1083)(including the right-of-way for Sunflower Road).

ALSO

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

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

AND

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

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

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

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

AND

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

TRACT 2

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN JOHNSON COUNTY, KANSAS, SAID POINT OF BEGINNING BEING THE POINT OF INTERSECTION OF THE EAST LINE OF THE SAID SOUTHWEST QUARTER WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 56; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID U.S. 56 NORTHWESTERLY TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 34; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 EAST OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE NORTH TRACK OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE SAID B.N.S.F. RAILROAD NORTHEASTERLY TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 SOUTH TO THE NORTHWEST RIGHT-OF-WAY LINE FOR THE SOUTH TRACKS OF THE B.N.S.F. RAILROAD; THENCE ALONG THE NORTHWEST RIGHT-OF-WAY LINE FOR THE SOUTH TRACKS OF THE B.N.S.F. RAILROAD NORTHEASTERLY TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE ALONG THE EAST LINE AT THE SOUTHWEST QUARTER OF SAID SECTION 26 SOUTH TO THE SOUTH QUARTER CORNER OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 SOUTH TO THE CENTER OF SAID SECTION 35; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 WEST TO THE WEST QUARTER CORNER OF SAID SECTION 35; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 SOUTH TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 EAST TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35 SOUTH TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 EAST TO THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 22 EAST; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 SOUTH TO THE CENTER OF SAID SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 WEST TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID I-35 SOUTHWESTERLY TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 NORTH TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3

WEST TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST
 QUARTER OF SAID SECTION 3; THENCE ALONG THE WEST LINE OF THE NORTH
 HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3
 NORTH TO THE CENTER OF SAID SECTION 3; THENCE ALONG THE WEST LINE OF THE
 NORTHEAST QUARTER OF SAID SECTION 3
 NORTH TO THE SOUTH RIGHT-OF-WAY LINE OF 191ST STREET, BEING 20.00 FOOT
 SOUTH OF THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST
 QUARTER OF SAID SECTION 3; THENCE PARALLEL AND 20.00 FEET SOUTH OF
 (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHWEST
 QUARTER OF SAID SECTION 3 AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF
 SAID 191ST STREET
 WEST TO A POINT 1294.00 FOOT WEST AND 20.00 FOOT SOUTH OF THE NORTH
 QUARTER CORNER OF SAID SECTION 3, BEING ON THE EAST LINE OF
 ANNEXATION ORDINANCE NO. 961;
 SOUTH 335.00 FEET TO THE SOUTHEAST CORNER OF SAID ORDINANCE NO. 961;
 THENCE ALONG THE SOUTH LINE OF SAID ORDINATE NO. 961
 WEST TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID
 SECTION 3; THENCE
 SOUTH TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST
 QUARTER OF SAID SECTION 3; THENCE AND ALONG THE SOUTH LINE OF THE
 WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION
 WEST TO THE NORTHEAST CORNER OF ORDINANCE NO. 971, BEING 300.63 FEET
 N.88°26'03"E. FROM THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE
 ALONG THE EAST AND SOUTHERLY LINES OF THE SAID ORDINANCE NO. 976
 S.1°49'33"E. 180.44 FEET; THENCE
 S.19°58'32"W. 53.85 FEET; THENCE
 S.1°49'33"E. 2200.00 FEET; THENCE
 S.42°48'23"E. 160.60 FEET; THENCE
 N.88°24'21"E. 585.00 FEET; THENCE
 S.60°09'53"E. 105.48 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 199TH STREET;
 THENCE
 S.1°35'39"E. 25.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID
 SECTION 3; THENCE
 S.1°35'39"E. 25.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET;
 THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET
 BEING 25.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE
 NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10
 N.88°24'11"E. 1530.70 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID
 SECTION 10; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER
 OF SAID SECTION 10
 SOUTH TO THE CENTER OF SAID SECTION 10; THENCE ALONG THE NORTH LINE OF
 THE SOUTHEAST QUARTER OF SAID SECTION 10
 EAST TO THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE ALONG THE
 NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11
 EAST TO THE NORTHEAST CORNER OF A ONE SQUARE ACRE TRACT IN THE
 NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF
 SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE ONE SQUARE ACRE
 TRACT
 SOUTH 25.00 FEET; THENCE PARALLEL TO AND 25.00 FEET SOUTHERLY OF THE
 SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11
 N.88°21'42"E. 1137.68 FEET; THENCE

N.2°12'06"W. 25.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11 AND THE SOUTHEAST CORNER OF MERTZ ADDITION; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11 AND THE EAST LINE OF SAID MERTZ ADDITION

N.2°11'57"W. 655.62 FEET TO THE NORTHEAST CORNER OF SAID MERTZ ADDITION; THENCE ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID MERTZ ADDITION

N.88°22'30" EAST 30.10 FEET; THENCE

N.1°45'10"W. 660.93 FEET TO A POINT ON THE SOUTH LINE OF A TRACT RECORDED IN BOOK 200905 ON PAGE 001098 AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SAID TRACT AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER

N.88°21'07"E. 261.08 FEET TO THE SOUTHEAST CORNER OF THE SAID TRACT; THENCE ALONG THE EAST LINE OF THE SAID TRACT

N.2°05'12"W. 1316.60 FEET TO THE NORTHEAST CORNER OF SAID TRACT AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11

N.88°20'31"E. 60.12 FEET TO THE NORTHWEST CORNER OF THE EAST 30.00 ACRES OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE WEST LINE OF THE SAID EAST 30.00 ACRES

S.2°05'12"E. 1316.61 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER

N.88°21'07"E. 992.57 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11

S.2°05'12"E. 1316.78 FEET TO THE CENTER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11

S.2°06'36"W. 2643.11 FEET TO THE SOUTH QUARTER CORNER SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11

S.88°29'09"W. 2684.47 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 10

WEST TO THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10

S.89°52'30"W. TO A POINT 1442.00 FEET FROM THE NORTHWEST CORNER OF SECTION 15; THENCE

S.1°35'59"E. 1194.55 FEET; THENCE PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15

SOUTH 1441.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION

S.89°52'30"W. 492.00 FEET TO A POINT 984.00 FEET EAST OF THE WEST QUARTER CORNER OF SAID SECTION 15; THENCE

NORTH 1441.00 FEET PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE

S.89°52'30"W. 984.00 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15

NORTH 1194.20 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9

N.2°16'42"W. TO A POINT 1844.67 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 9; THENCE

S. 88°10'13"W. 825.00 FEET; THENCE

S.2°16'42"E. 246.57 FEET; THENCE

S.87°43'18"W. 460.00 FEET; THENCE

S.2°10'15"W. 482.90 FEET TO A POINT 60.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER SAID SECTION 9

S.88°10'10"W. 199.06 FEET; THENCE

N.34°35'42"W. 829.21 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID I-35

S.56°06'51"W. 503.92 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 9

N.2°08'59"W. 413.10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID I-35 THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID I-35 THE FOLLOWING THREE COURSES

(1) N.56°43'53"E. 1184.27 FEET

(2) N.46°34'14"E. 500.22 FEET; THENCE

(3) N.31°44'38"E. 303.33 FEET; THENCE

S.88°22'28"W. 985.18 FEET; THENCE

N.2°09'43"W. 288.57 FEET; THENCE

N.61°23'59"E. 820.43 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9

N.88°26'35"E. TO THE SOUTHWEST CORNER OF THE EAST ONE-THIRD OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF THE SAID EAST ONE-THIRD

NORTH TO THE SOUTH RIGHT-OF-WAY OFF 199TH STREET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET BEING 20.00 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9

N.88°29'07"E. TO A POINT 656.98 FEET WEST AND 20.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 9; THENCE

N.1°30'53"W. 20.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE

N.1°30'53"W. 20.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID 199TH STREET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 199TH STREET

S.88°29'07"W. TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4

SOUTH 20.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE AT THE SOUTHEAST QUARTER OF SAID SECTION 4

WEST TO THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4

NORTH TO THE CENTER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE
 NORTHEAST QUARTER OF SAID SECTION 4
 NORTH TO THE NORTH QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE
 SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14
 SOUTH, RANGE 22 EAST
 WEST TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 56; THENCE ALONG
 THE WEST RIGHT-OF-WAY LINE OF SAID U.S. 56
 NORTHEASTERLY TO A POINT OF 55.00 FEET NORTH OF THE SOUTH LINE OF THE
 SOUTHWEST QUARTER OF SAID SECTION 33 AND ON THE NORTH RIGHT-OF-
 WAY LINE OF 191ST STREET; THEN PARALLEL TO THE SOUTH LINE OF THE
 SOUTHWEST QUARTER OF SAID SECTION 33 AND ALONG THE NORTH RIGHT-
 OF-WAY LINE OF SAID 191ST STREET
 WEST TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID
 SECTION 3, SAID POINT BEING 55.00 FEET NORTH OF THE SOUTHEAST
 CORNER OF SECTION 32; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-
 WAY LINE OF SAID 191ST STREET PARALLEL TO AND 55.00 FEET NORTHERLY
 OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST
 QUARTER OF SAID SECTION 32
 WEST 830.00 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF
 SAID 191ST STREET
 SOUTH 35.00 FEET TO A POINT 20.00 FEET NORTHERLY OF THE SOUTH LINE OF THE
 SOUTHEAST QUARTER OF SAID SECTION 32; THENCE CONTINUING ALONG THE
 NORTH RIGHT-OF-WAY LINE OF SAID 191ST STREET
 WEST TO THE EAST RIGHT-OF-WAY LINE OF DILLIE ROAD; THENCE ALONG THE WEST
 RIGHT-OF-WAY LINE OF SAID DILLIE ROAD BEING 20.00 FEET EAST OF THE
 WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32
 NORTH TO A POINT 455.50 FEET SOUTH AND 20.00 FEET EAST OF THE CENTER OF
 SAID SECTION 32; THENCE
 EAST 198.00 FEET; THENCE
 NORTH 48.00 FEET; THENCE
 EAST 4.00 FEET; THENCE
 NORTH 397.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER
 OF SAID SECTION 32, SAID POINT BEING 222.00 FEET EAST OF THE CENTER OF
 SAID SECTION 32; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST
 QUARTER OF SAID SECTION 32
 EAST TO THE WEST QUARTER CORNER OF SECTION 33; THENCE ALONG THE NORTH
 LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33
 EAST TO THE CENTER OF SAID SECTION 33; THENCE ALONG THE EAST LINE OF THE
 SOUTHWEST QUARTER OF SAID SECTION 33
 SOUTH TO THE POINT OF BEGINNING

EXCEPT

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

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

EXCEPT

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

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

N.1°56'08"W. 100.00 FEET; THENCE

N.88°09'56"E. 54.77 FEET; THENCE

S.1°50'04"E. 100.00 FEET; THENCE

S.88°10'30"W. 9.55 FEET; THENCE

S.43°09'40"W. 16.30 FEET; THENCE

S.88°09'47"W. 15.00 FEET; THENCE

N.1°50'13"W. 11.53 FEET; THENCE

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

City Council Action Item

Council Meeting Date: January 24, 2019

Department: Administration

Agenda Item: CONSIDER APPROVAL OF 63-MONTH LEASE FOR TOSHIBA E-STUDIO3515AC DIGITAL PRINTER/COPIER

Background/Description of Item:

The copier/printer/scanner at City Hall that is currently being used for the majority of the City's functions has not been operating at the level needed to efficiently provide services to the Edgerton community. This printer is currently in the middle of a multi-year lease, but the needs of the City are not being met. As such, in November 2018 staff went out to bid for a new printer capable of handling the workload, in particular towards the end of each month when bills and newsletters are printed in large volume during a short period of time. The requested specifications for the new printer are provided attached with this action item.

Five companies submitted a bid for at least one copier, with three of those companies submitting two separate copier bids. This provided staff a total of seven different copiers to choose from. Despite the limited requirements requested by staff for copier specifications every printer provided different options and incentives to choose from. Based on comparing total overall costs as well as conversations with Strategy, LLC, the City's IT consultant, staff is recommending the 63-month lease bid for the Toshiba E-Studio3515AC digital printer/copier.

The Toshiba is the second lowest bid, coming in at a total estimated cost of \$24,382.89 over the life of the lease. The lowest bid was the Lexmark XC9235 provided by Logan Business Machines at \$23,997.96. This is a difference of about \$385.00 over the total life of the lease, however discussions with Strategy indicated that they recommended not going with Lexmark printers due to issues they have had with them in the past. Staff believes based on the minimal difference in price between the two machines and the increase in quality provided makes the Toshiba the most responsible purchase for City Hall.

Estimated costs for each printer bid were calculated by city staff using the base monthly rate provided in each bid and adding the average of the last three months of printer usage at City Hall for both black and white copies (5,419 Pages) and color copies (6,106 pages), so the estimates provided may not reflect the actual total cost or monthly rate, but it is as close as can be estimated.

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

Funding Source: General Fund-General Government-Printing, Water Fund-Administrative-Printing, Sewer Fund-Administrative-Printing

Budget Allocated: \$10,000

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

<p>Recommendation: APPROVE 63-MONTH LEASE FOR TOSHIBA E-STUDIO3515AC DIGITAL PRINTER/COPIER</p>
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Enclosed:

- Vehicle and Equipment Requisition Form
- Printer/Copier Bid Specifications
- Bid Tabulations Sheet

Prepared by:

Scott Peterson * Assistant City Administrator

VEHICLE & EQUIPMENT

Date 1-24-19 Funding Source: 10-01-3250 Funding Approved ☐
20-23-3250
30-34-3250

Describe need for vehicle or equipment: Current City Hall Copier does not meet the needs of
daily City Hall operations, especially during billing and newsletter time at the end of
each month. The current copier also requires frequent service calls and repairs.

Please input information for preferred vehicle/equipment and attach bid documentation.

REQUESTED VEH/EQUIP	BID NUMBER	NEW/ USED	NAME / DESCRIPTION	COST	TRADE IN	ACTUAL
X			Toshiba E-Studio 3515AC	\$347/mo.	\$	\$24,382.89
			All Copy Products			\$24,874.55
			Iconica BizHub C368 (2 copiers bid)	\$481.24-485.26/mo.		\$29,115.75
			Logan Business Machines			\$26,055.16
			Sharp MX-3570V	\$445.32/mo.		
			Logan Business Machines			\$23,997.96
			Letmaric XC9235	\$380.92	\$	
			Sumner one			\$27,764.53
			Canon C5540	\$462.74/mo.		
			Sumner One			
			Canon C5550	\$490.74/mo.		29,444.53

Requested by: Scott Peterson, Assistant City Administrator Date: 1-16-19

City Administrator Approval (\$15,000): _____ Date: _____

City Council Approval (> \$15,000): _____ Date: _____



CITY OF EDGERTON
PRINTER/COPIER SPECIFICATIONS
Request for Proposals November 2018

General

Network capable color laser MFP – copy, scan, and fax

PPM – 35 pages or up

Time to first page from standby: 10 seconds or less

Maximum Page Size – 11" X 17"

Duplex printing

Estimated Monthly Duty Cycle – 8,000 pages

Finishing – Minimum: staple; optional – hole punch

500 sheet trays/manual feeder – optional large capacity tray

Media types supported – envelopes, card stock, and labels

Scan/Copy

Duplex and multipage scanning

Color Scanning to network and e-mail



														Monthly Cost Based on 60-63 month
Name of Company	Description	Purchase	Lease - 63	Lease 60 mos	Mono Inc.	Color Inc.	Mono	Color	Drawer - Opt	Drawer- Opt	Stapler	Hole Punch	Service Response	lease
Sumner One	Canon C5540 40 ppm	\$5,854.93		\$120.00			0.0059	0.045	\$840.00 \$16.00 - mo 1,450 sheets	\$538.76 \$11.00 3 and 4 drawers 550- sheet	Yes	\$474.95 9.00 - mo	Average 2.3 hours	\$156.00
Sumner One	Canon C5550 50 ppm	\$7,274.45		\$148.00			0.0059	0.045	\$840.00 \$16.00 - mo 1,450 sheets	\$538.76 \$11.00 3 and 4 drawers 550- sheet	Yes	\$474.95 9.00 - mo	Average 2.3 hours	\$184.00
Logan Bus. Machines	Sharp MX-3570V 35 ppm		\$190.2 \$229.70 w/ included		7000	1,000	0.0085	0.05	One add. included		50-sheet capacity	Inc.	2-4 hours	\$190.02
Logan Bus. Machines	Lexmark XC9235 35 ppm		\$176.68 \$272.68 w/ included		7000	1000	0.008	0.04	2 additional		Yes	Yes	2-4 hours	\$176.68
All Copy Products	Konica BizHub C368 36 ppm			\$158.75 \$165.83 (with hole punch)			0.0075	0.045	2 additional		Yes	Optional	1 hour response from notification; 4 hour guaranteed for service call	\$165.83
All Copy Products	Konica BizHub C368 36 ppm			\$162.77 \$169.85 (with hole punch)			0.0075	0.045	One larger capacity		Yes	Optional	1 hour response from notification; 4 hour guaranteed for service call	\$169.85
Toshiba	E-Studio3515AC 35 ppm		158.8		8000	100	0.0068	0.038	Clarifying		Yes	Optional	4 hour	\$158.80

Monthly Black and White Paper Cost based on Three- Month Average (5419)	Monthly Color Paper Cost based on Three-Month Average (6106)	Total w/ Paper Allowances	Total Lifetime Lease Cost based on 3 month averages
31.9721	274.77	\$462.74	\$27,764.53
31.9721	274.77	\$490.74	\$29,444.53
0	255.3	\$445.32	\$28,055.16
0	204.24	\$380.92	\$23,997.96
40.6425	274.77	\$481.24	\$28,874.55
40.6425	274.77	\$485.26	\$29,115.75
0	228.23	\$387.03	\$24,382.89

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: January 24, 2019
Agenda Item: Resolution Consenting to Supplemental Bond Documents
Subject: Transpec Leasing Incorporated Project

Summary:

The City adopted Resolution No. 10-22-15B evidencing the intent of the City to issue industrial revenue bonds for a project for Transpec Leasing Incorporated. The project consisted of constructing a 478,000 sq ft surface container storage lot, a 4,800 sq ft shop building and a 400 sq ft security building at the southwest corner of 191st and Waverley Road in Edgerton, Kansas. The City issued not to exceed \$19 million in Series 2016 industrial revenue bonds for the project on July 14, 2016.

On August 9, 2018, the City approved Resolution 08-09-18A where the City approved an expansion to the Transpec Leasing Incorporated Project and stated its intent to amend the bond documents to provide for the expanded project at a later date.

Resolution:

The resolution authorizes the City to enter into a Supplemental Base Lease, a Supplemental Lease Agreement and a Supplemental Trust Indenture to amend the description of the Transpec project. The amended project will consist of acquiring, constructing, improving and equipping an approximately two million sq. ft. surface container storage lot, a 4,800 sq. ft. shop and storage building, two 400 sq. ft. security buildings, a fueling station, a container washout, and a 12,000 sq. ft. maintenance shop.

Transpec did not receive any property tax abatement for this project. The bonds were issued solely to provide Transpec with a sales tax exemption certificate for construction materials and equipment. The expansion portion of the project will also not receive any property tax abatement. Transpec will be entitled to use the project exemption certificate for the expansion project.

RESOLUTION NO. 01-24-19A

A RESOLUTION CONSENTING TO SUPPLEMENTAL BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (TRANSPec LEASING INCORPORATED PROJECT), SERIES 2016

WHEREAS, the City of Edgerton, Kansas (the "City"), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and to further promote, stimulate and develop the general welfare and economic prosperity of the state of Kansas; and

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

WHEREAS, the City has previously issued its \$19,000,000 Industrial Revenue Bonds (Transpec Leasing Incorporated Project), Series 2016 (the "Bonds"), for the purpose of acquiring, constructing, installing and equipping a surface container storage lot, a 4,800 sq. ft. shop building, a 5,500 sq. ft. check-in structure, a 5,500 sq. ft. check-out structure and an 1,800 sq. ft. office building (the "Original Project") for the benefit of Transpec Leasing Incorporated, a Kansas limited liability company (the "Company");

WHEREAS, in connection with the issuance of the Bonds, the City entered into, among other documents, (a) a Base Lease Agreement dated as of July 1, 2016 (the "Base Lease"), between the Company and the City, whereby the Company leased certain land to the City on which the Project would be constructed, (b) a Lease Agreement dated as of July 1, 2016 (the "Lease Agreement"), between the City and the Company, whereby the City leased the Project to the Company, and (c) a Trust Indenture dated as of July 1, 2016 (the "Indenture"), between the City and Security Bank of Kansas City, as trustee, which provided for the issuance of the Bonds; and

WHEREAS, the Company has requested that the description of the Original Project be expanded to include acquiring, constructing, improving and equipping an approximately two million sq. ft. surface container storage lot, a 4,800 sq. ft. shop and storage building, two 400 sq. ft. security buildings, a fueling station, a container washout, and a 12,000 sq. ft. maintenance shop (the "Amended Project"); and

WHEREAS, the City desires to approve the Amended Project and the parties desire to enter in to supplemental bond documents to provide for the financing of the Amended Project;

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

Section 1. Amended Project. The Governing Body hereby approves of the Amended Project. Approval of the Amended Project is for purposes of financing only and should not be construed as exempting the Amended Project from any of the City's development or operational requirements, design standards or development or operational ordinances, rules, processes or procedures.

Section 2. First Supplemental Base Lease. The Governing Body hereby approves of the form of the First Supplemental Base Lease Agreement (the "First Supplemental Base Lease"), in substantially the form presented to the Governing Body at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the First Supplemental Base Lease for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the First Supplemental Base Lease.

Section 3. First Supplemental Lease Agreement. The Governing Body hereby approves of the form of the First Supplemental Lease Agreement (the "First Supplemental Lease Agreement"), in substantially the form presented to the Governing Body at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the First Supplemental Lease Agreement for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the First Supplemental Lease Agreement.

Section 4. First Supplemental Trust Indenture. The Governing Body hereby approves of the form of the First Supplemental Trust Indenture (the "First Supplemental Indenture"), in substantially the form presented to the Governing Body at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the First Supplemental Indenture for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the First Supplemental Indenture.

Section 5. 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 First Supplemental Base Lease, First Supplemental Lease Agreement and First Supplemental Indenture.

Section 6. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED January 24, 2019.

CITY OF EDGERTON, KANSAS

(Seal)

Donald Roberts, Mayor

ATTEST:

Rachel A. James, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: January 24, 2019

Agenda Item: Resolution Consenting to the Assignment of Bond Documents

Subject: Transpec Leasing Incorporated Project

Summary:

The City issued bonds and approved supplemental bond documents for a project for Transpec Leasing Incorporated. The amended project consists of acquiring, constructing, improving and equipping an approximately two million sq. ft. surface container storage lot, a 4,800 sq. ft. shop and storage building, two 400 sq. ft. security buildings, a fueling station, a container washout, and a 12,000 sq. ft. maintenance shop.

Transpec Leasing Incorporated desires to convey the project to Hastings Family Holdings, LLC, a Nebraska limited liability company. Hastings Family Holdings is a related entity. The bond documents allow Transpec to assign the bond documents with the consent of the City.

Resolution:

The resolution contains the City's consent to the assignment of bond documents from Transpec Leasing Incorporated to Hastings Family Holdings, LLC. The resolution also authorizes the Mayor to sign and deliver a City consent to the assignment and assumption of bond documents.

RESOLUTION NO. 01-24-19B

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (TRANSPEC LEASING INCORPORATED PROJECT), SERIES 2016

WHEREAS, the City of Edgerton, Kansas (the "City") is a duly organized and existing municipal corporation under the laws of the State of Kansas; and

WHEREAS, the City issued its Industrial Revenue Bonds (Transpec Leasing Incorporated Project), Series 2016 (the "Bonds"), in the aggregate maximum principal amount of \$19,000,000, pursuant to a Trust Indenture dated as of July 1, 2016, as supplemented by a First Supplemental Trust Indenture dated as of January 1, 2019 (as supplemented, the "Indenture"), each between the City and Security Bank of Kansas City, as trustee (the "Trustee"), for the purpose of acquiring, constructing, improving and equipping an approximately two million sq. ft. surface container storage lot, a 4,800 sq. ft. shop and storage building, two 400 sq. ft. security buildings, a fueling station, a container washout, and a 12,000 sq. ft. maintenance shop (the "Project"); and

WHEREAS, the Project was leased by Transpec Leasing Incorporated, a Nebraska corporation ("Assignor"), to the City pursuant to a Base Lease Agreement dated as of July 1, 2016, as supplemented by a First Supplemental Base Lease Agreement dated as of January 1, 2019 (as supplemented, the "Base Lease"), between Assignor and the City, and the Project was subleased by the City to Assignor pursuant to a Lease Agreement dated as of July 1, 2016, as supplemented by a First Supplemental Lease Agreement dated as of January 1, 2019 (as supplemented, the "Lease Agreement"), between the City and the Assignor; and

WHEREAS, pursuant to **Section 6.2** of the Base Lease and **Section 13.1** of the Lease Agreement, the Assignor may assign the Base Lease and the Lease Agreement only with the written consent of the City; and

WHEREAS, the Assignor is requesting the City's consent to the assignment of the Assignor's interest under the Base Lease, Lease Agreement, Indenture, the Bond Purchase Agreement dated June 27, 2016 (the "Bond Purchase Agreement"), among the City, the Assignor, as purchaser, and the Assignor, as the company, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to Hastings Family Holdings, LLC, a Nebraska limited liability company (the "Assignee"); and

WHEREAS, the City desires to consent to the assignment of the Assignor's interest under the Base Lease, Lease Agreement, Indenture, the Bond Purchase Agreement and the Other Bond Documents to the Assignee; and

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 of the City hereby consents to the assignment of the Base Lease, Lease Agreement, Indenture, Bond Purchase Agreement and the Other Bond Documents by the Assignor to the Assignee. The foregoing consents are contingent upon the satisfaction of all other requirements for assignments expressly set forth in the Lease Agreement.

Section 2. Authorization and Execution of Consent to Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of Bond Documents (the "Assignment"), in substantially the form presented to and reviewed by the Governing Body at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 3. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

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

ADOPTED January 24, 2019.

CITY OF EDGERTON, KANSAS

(Seal)

Donald Roberts, Mayor

ATTEST:

Rachel A. James, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

to periods when wind surface speeds are more than five miles per hour but less than 15 miles per hour. (Ord. 853, 2009; Ord. 588, 1989)

7-207. PERSONS RESPONSIBLE. It shall be prima facie evidence that the person, or persons, having the right of possession to the property on which any burning, whether lawful or unlawful, occurs has caused or permitted the same; provided the evidence may be rebutted by clear and convincing proof that the burning was caused by another person and that the existence of the fire, or burning, was unknown to the person in possession of the property. (Ord. 853, 2009; Ord. 588, 1989) Previous Code 7-207, Same: Incinerators repealed by Ord. 835; see Ord. 588, 1989 and Ord. 524, 1983)

7-208. PENALTY. Any person who shall violate any of the provisions of the code incorporated by reference in section 7-210 of this article or any other provision of this article, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no variance has been granted or appeal taken or who shall fail to comply with such an order as affirmed or modified by the governing body of the city, or by a court of competent jurisdiction, within any prescribed time for doing so, shall severally for each and every such violation and noncompliance respectively, be punished by a fine of not less than \$25 nor more than \$500. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such responsible persons shall be required to correct or remedy such violations or defects within the time prescribed by the court levying such fine, and when not otherwise specified, each 10 days that prohibited conditions are maintained or remitted to exist shall constitute a separate offense. The imposition of any penalty hereunder shall not be held to prevent the removal of prohibited condition. (Ord. 853, 2009; Ord. 588, 1989; Ord. 524, 1983)

ARTICLE 3. FIREWORKS

7-301. FIREWORKS DEFINED. For purposes of this article, the term fireworks shall mean those items as defined by the rules and regulations of the Kansas state fire marshal, and shall include but not be limited to: firecrackers, torpedoes, sparklers, Roman candles, sky rockets, pin wheels, cap or toy pistols (except such pistols or any like device designed to discharge paper caps containing not more than .25 grains of explosive mixture), canes, bombs, cannons or other like devices and all classes of fireworks that may be shot into the air or propelled over the ground by explosive discharges or any device using blank cartridges. (Ord. 862, 2009; Ord. 853, 2009; Ord. 837, 2008; Ord. 487, 1980)

- 7-302. FIREWORKS PROHIBITED. (a) It shall be unlawful for any person to keep, store, sell, display for sale, fire, discharge or explode any fireworks. No person shall allow or permit fireworks to be used or exploded on his or her premises or premises under his or her control.
- (b) Nothing in this article shall be construed as applying to:
- (1) Toy paper caps containing not more than .25 of a grain of explosive composition per cap;
 - (2) The manufacture, storage, sale or authorized use of signals necessary for the safe operation of railroads or other classes of public or private transportation;
 - (3) The military or naval forces of the United States or of this state while in the performance of official duty;
 - (4) Law enforcement officers while in the performance of official duty; or
 - (5) The sale or use of blank cartridges for ceremonial, theatrical or athletic events. (Ord. 862, 2009; Ord. 853, 2009; Ord. 837, 2008; Ord. 487, 1980)
- 7-303. SAME: EXCEPTIONS. (a) The governing body of the city may, in its discretion, grant permission at any time for the public display of fireworks by responsible individuals or organizations when such display or displays shall be of such a character and so located, discharged and fired as shall not be a fire hazard or endanger persons or surrounding property.
- (b) It shall be unlawful for any person, firm or corporation to give any public display of fireworks without having first obtained a permit thereof.
- (c) Provided that the foregoing prohibition in Subsection (a) of Section 7-302 shall not apply to the keeping, storage, or discharge of fireworks, as authorized under Kansas state law, on the 3rd day of July of each year, between the hours of 10:00 o'clock a.m. and 10:00 o'clock p.m., and on the 4th day of July of each year between the hours of 10:00 o'clock a.m. and midnight. Notwithstanding the foregoing, it shall be unlawful for any person to discharge, fire off, or explode any bottle rocket, as defined in K.S.A. 31-155, within the city limits of the City of Edgerton, Kansas, at any time. The Mayor, after consultation with the City Council, the Fire Chief, and such other persons as he deems appropriate, may, in his/her discretion, suspend the discharge of any fireworks when, in his/her opinion, the discharge poses an unreasonable risk to the safety of the public due to fire as a result of climate or other natural conditions. To the extent practical, such suspension of permitted discharge of fireworks shall be published in the official city newspaper prior to the suspension going into effect. The following prohibitions shall apply to the discharge of fireworks as permitted by this subsection:
- (1) Except if specifically authorized as a public fireworks display pursuant to Sections 7-304 and 7-305 hereof, no person shall ignite or discharge any fireworks within one thousand (1,000) feet of any medical building, home for the aged, City public building, or school building containing classrooms.

- (2) No person shall ignite or discharge any fireworks into, under, on, or from a car or vehicle, whether it is moving or standing still.
 - (3) No person shall ignite or discharge any fireworks within one hundred fifty (150) feet of any retail stand, premises, or facility where fireworks are stored, or within one hundred fifty (150) feet of any gasoline pump or building in which gasoline or volatile liquids are sold in quantities in excess of one gallon.
 - (4) No person shall throw or place any fireworks in any assembly or gathering of persons.
 - (5) No person shall throw, place, ignite, or discharge any fireworks on any public property, including, but not limited to, parks, sidewalks, streets, or alleys.
 - (6) No person shall ignite or discharge any fireworks in any building.
- (d) Provided that the foregoing prohibition in Subsection (a) of Section 7-302 shall not apply to the temporary retail sale of fireworks during the hours of 8:00 o'clock a.m. and 12:00 o'clock midnight on June 27th through July 4th of each year and in accordance with regulations promulgated by the Kansas State Fire Marshal and the following requirements:
- (1) On or before the Third Friday in November of each year, an application for such sales (via the City's approved form) has been submitted to the City Clerk together with a non-refundable \$500 application fee.
 - (2) If application is made by an individual, applicants must have a physical mailing address within the City of Edgerton Zip Code (i.e. a Post Office box is not sufficient) and be at least eighteen (18) years of age. If application is made by a business, the person or persons submitting the application must be at least eighteen (18) years of age and have at least a 50-percent (50%) ownership interest in an established business located within the City of Edgerton Zip Code.
 - (3) A sketch drawing of the location where the temporary sales will occur, with the signature of the owner of the location on the sketch indicating they approve of such sales from the designated location, shall be submitted with the application.
 - (4) Provided all requirements as established herein and on the permit are complied with after an inspection by the City Building Inspector and Fire Chief of Fire District No. 1 of Johnson County, a permit for the retail sale of fireworks shall be issued to the applicant.
 - (5) A permit must be obtained for each location where sales will occur.
 - (6) Proposed locations for sale must be located on land zoned for commercial uses.
 - (7) The City Governing Body may consider reimbursing the permit fee to the applicant if profits from such sales are given to a legally designated Not for Profit Corporation.
 - (8) If the application is approved, the City Building Inspector and City Fire Chief must inspect the sale premises, and any structures to be used for the sales, to ensure compliance with all requirements stated herein, and any

- other requirements reasonably imposed by the Inspector and Chief to insure the health and safety of residents in, on, or around the premises.
- (9) All permit holders shall conspicuously display at the location for sales the foregoing Subsection (c) of this Section pertaining to the discharge of fireworks.
 - (10) If such sales will be made from a temporary structure or premises, the structure and any other temporary materials, debris, or litter remaining at the site shall be removed on or before July 7th. A bond, or check made payable to the City, in the amount of one thousand dollars (\$1,000) shall be submitted no later than June 1st, which bond or check shall serve as an assurance that the permit holder complies with the removal requirement.
 - (11) Any approved permit will be conditioned on the applicant filing with the City Clerk a certificate of liability insurance covering such sales approved by the City Attorney stating that the applicant has a liability insurance policy in the minimum amount of \$100,000 for one person and \$500,000 for injury to or death of more than one person, and \$100,000 coverage for damage to property. The certificate of insurance shall name the city as an additional named insured.
 - (12) Sales of any bottle rocket, as defined in K.S.A. 31-155, is prohibited at any time.
 - (13) No sales shall be allowed to children who are 8 years of age or younger unless they are accompanied by someone who is at least 18 years of age. (Ord. 862, 2009; Ord. 853, 2009; Ord. 837, 2008; Ord. 487, 1980)

7-304. PERMIT FOR PUBLIC FIREWORKS DISPLAY REQUIRED. (a) It shall be unlawful for any person to give or provide a fireworks display for the public or for organized groups without first obtaining a permit to do so by making application at least 30 days in advance of the desired display and paying an application fee in the amount of \$100, which shall be refunded in the event the application is denied. Approval of the permit shall be by the governing body. No permit shall be approved unless the applicant shows proof that they hold a valid Display Operator's License from the Kansas State Fire Marshal and furnishes a certificate of public liability insurance for the display in a minimum amount of \$1 million, written by an insurance carrier licensed to do business in Kansas, conditioned as being non-cancelable except by giving 10 days advance written notice to the city clerk. In the event of cancellation of the insurance prior to the display, the permit shall automatically be revoked and void. The application for the permit shall clearly state:

- (1) The name of the applicant.
- (2) The group for which the display is planned.
- (3) The location of the display.
- (4) The date and time of the display.
- (5) The nature or kind of fireworks to be used.
- (6) The name of the person, firm or corporation that will make the actual discharge of the fireworks.
- (7) Anticipated need for police, fire or other municipal services.