

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
January 11, 2024
7:00 P.M.**

Call to Order

1. Roll Call

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

2. Welcome

3. Pledge of Allegiance

Consent Agenda *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Approve Minutes from December 14, 2023 Regular City Council Meeting
5. Approve Permanent Utility Easements And Road Right Of Way Easements For Dwyer Farms
6. Approve Application FP2023-0016, Final Plat For JCCC CDL Training Facility, Located Northeast Of The Intersection Of W. 191st Street And Montrose Street, Edgerton, Kansas

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.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, 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 thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

The Mayor may modify these provisions, as necessary. The Mayor may limit any unnecessary, off-topic, or redundant comments or presentations. Speakers should address their comments to City Council members only and should not speak to fellow audience members. City Council members will not engage in a dialogue or debate with speakers. Speakers and audience members should conduct themselves in a civil and respectful manner. Disruptive conduct may result in removal from the meeting.

9. **Recognition** of 2023 Holiday Home Decorating Contest Winners.

Business Requiring Action

10. **Report by the City Administrator**

- 2023 Recreation in Review
- Legal Publications Research Results

11. **Report by the Mayor**

12. **Future Meeting Reminders:**

- January 25: City Council Meeting – 7:00PM
- February 8: City Council Meeting – 7:00PM
- February 13: Planning Commission – 7:00PM
- February 22: City Council Meeting – 7:00PM

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

EVENTS

1/19: Frozen Escape Room

1/24: Silver Screen Cinema: Pancakes and Romance Movie

2/3: Puzzle Palooza

2/9: Sweetheart Boogie

2/13: Tales for Tots-Unicorns

City of Edgerton, Kansas
Minutes of City Council Regular Session
December 14, 2023

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas December 14, 2023. The meeting convened at 7:00PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Josh Beem	present
Deb Lebakken	present
Bill Malloy	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Attorney, Lee Hendricks
- City Clerk, Alex Clower
- Accountant, Justin Vermillion
- Public Works Director, Dan Merkh
- Public Works Superintendent, Trey Whitaker
- CIP Project Manager, Holly Robertson
- Marketing & Communications Manager, Kara Banks
- Development Services Director, Zach Moore
- Customer Service Rep II, Ann Myles

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 November 9, 2023 Regular City Council Meeting
5. Approve Large Animal Permit for Galaz Trust, 1300 W Braun St.
6. Approve Large Animal Permit for Mike Mabrey, 1200 W Braun St.
7. Approve Large Animal Permit for Marvin Vail, 1405 W 8th St.
8. Approve the Renewal of the Cereal Malt Beverage License Applications for 2024
9. Approve Resolution No. 12-14-23A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas
10. Approve Letter of Understanding with Johnson County Human Services for 2024 Utility Assistance
11. Approve Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility

12. Approve Final Acceptance 2023 Street Preservation for Asphalt Overlay
13. Approve Final Acceptance JB Hunt Sewer Extension
14. Appointment of Tina Mathos to the City of Edgerton Planning Commission for a term ending in September 2026
15. Appointment of Jeremy Little to the City of Edgerton Planning Commission for a term ending in September 2026
16. Approve Agreement with Helping Hands Cleaning Ministry to Provide Janitorial Services for The Edgerton City Hall And Auxiliary Office Spaces

Mayor Roberts requested item 14 be removed from the consent agenda.

Councilmember Longanecker moved to approve item 14 of the Consent Agenda.
Councilmember Lebakken seconded the motion. The item was approved, 5-0.

Mayor Roberts stated he wanted to remove this item to give a moment and introduce Tina to the public as well as thank Mr. Charlie Crooks for his time serving on planning commission.

Ms. Mathos thanked the Council for having her. She stated she has lived in the city for 14 years and is active with New City Church. She stated she loves this town and Edgerton is their home. She added she graciously accepted the nomination to planning commission when she was asked.

Mayor Roberts stated she is invested in the community and with blessing of the Council he would like to see her appointed to fill a seat in Planning Commission.

With no further comments, Mayor Roberts requested a motion to approve the appointment of Tina Mathos to Planning Commission.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lewis. The motion was approved, 5-0.

Regular Agenda

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

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

19. Official Results of 2023 General Election.

Edgerton Council At-Large:

Deb Lebakken	127 Total Votes
Clay Longanecker	125 Total Votes
Ron Conus	95 Total Votes
Joshua Beem	87 Total Votes
Write-In	86 Total Votes

20. **Installation of Councilmembers.** The City Clerk administered the Oath of Office to the newly elected Governing Body.

21. Election of President of City Council. The Governing Body will elect a new President of Council to serve as Mayor Pro-Tem in the event the Mayor is unable to preside over meetings.

Mayor Roberts asked if there were any nominations for City Council President.

Councilmember Lewis stated he would like to nominate Clay Longanecker. Councilmember Malloy seconded the nomination for Council President.

The City Council unanimously voted in favor of Mr. Clay Longanecker in serving as Council President.

Councilmember Longanecker thanked the members of the council for voting for him to serve again as president of the council. He stated he will do the best he can as he has always done.

22. Recognition of Josh Beem, former City Council Member

Mayor Roberts stated he would like to recognize Mr. Josh Beem for his service and presented him with a certificate of appreciation for his service to the community.

23. Introduction of New Hire: Ann Myles, Customer Service Rep II
Mr. Zach Moore introduced Ms. Ann Myles to the governing body.

Ms. Myles stated she has lived in Kansas since 2010 and currently resides in Olathe. She stated she is glad to be here and excited to be on the ground floor of a booming city.

All members of the Governing Body welcomed Ann to the team and stated they were happy for her to be here.

Mayor Roberts then stated he would like to recess for 15 minutes for a reception to recognize Josh Beem for his service to the city.

The meeting recessed at 7:15pm and reconvened at 7:28pm.

Business Requiring Action

24. CONSIDER PRIVATE WATER SERVICE LINE CONNECTION

Mr. Merkh addressed the Council. He stated in November an application was received for water service outside the corporate city limits of Edgerton. Per the Municipal Code, the application and the required consent to annex is to be reviewed and approved by the governing body prior to water service being established. He stated the applicant has provided all necessary paperwork. He stated the city does have an existing 8" PVC waterline that borders the north side of the property, the owner is planning to install approximately 600 feet of 1.5" PVC pipe from the city

installed 5/8" meter for their property. He stated no bore of the existing roadway is needed and the water line will be for potable water only.

Mr. Merkh stated if approved, the city will perform any necessary construction needed to connect the customer to the system. The owner is solely responsible for the cost of the outside city limits water connection fee and water system development fee as described. He stated the owner will complete the water service application fee and pay the necessary fees related to establish a utility contract.

Mayor Roberts asked if the entire property is included with the consent to annex.

Mr. Merkh stated it is based on the legal description for the property.

Councilmember Longanecker asked what type of property this is.

Mr. Merkh stated the property looks to be some kind of farm operation.

Councilmember Longanecker asked if there was any reason not to allow water service.

Mr. Merkh answered no.

With no further questions or comments, Mayor Roberts requested motion to approve the water service connection agreement.

Councilmember Longanecker moved to approve, seconded by Councilmember Malloy. The motion was approved, 5-0.

25. CONSIDER FACILITY USE AND MAINTENANCE AGREEMENT WITH EDGERTON HISTORIC SOCIETY FOR EDGERTON COMMUNITY MUSEUM

Ms. Linn stated the City Council annually considers the Facility Use and Maintenance agreement with the Edgerton Historic Society (EHS) for use of the building for the museum. She stated this agreement also sets the rate for rental of that building. Typically this has been set at \$1 per year. She stated no changes have been made to this agreement from the previous year. If approved, the agreement is valid for one year beginning January 1.

Ms. Linn stated at the time of packet publication, there were no questions or comments yet from EHS, however Mr. Troutner is in attendance tonight should he have any concerns or questions to address.

Mr. Troutner stated his only item for clarification is that in the agreement it states the ADA ramp is the city's responsibility. He said he was here last snow season and mentioned that he could not do it and wanted to see about means for taking care of that area moving forward and was told that the city would not provide clearing services as the roads are the priority. He

stated if this is the case, he would like that section then removed from the contract, however if it is part of the contract then he would like to make sure it is done.

Ms. Linn stated the contract does state that however there are instances when the museum is open and the city is not, which could be a problem. She stated staff within each facility maintain the areas surrounding on those business days and it is typically not treated on a weekend.

Mayor Roberts stated he is comfortable leaving the language in the contract and staff will work to salt and shovel when necessary during business hours. He asked Mr. Troutner to reach out if snow should happen on a weekend. He stated the priority during a snowstorm is the roadways.

Mr. Troutner stated if the city is not going to do it, it needs to be taken out of the contract.

Ms. Linn stated it will be the city collectively, whether that be volunteers from Council, members children, city staff, etc.

With no further questions or comments, Mayor Roberts requested motion to approve the agreement with EHS at a yearly rate of \$1.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. The motion was approved, 5-0.

26. CONSIDER ORDINANCE NO. 2151 AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE HOME RULE REVENUE BONDS (LOGISTICS PARK INFRASTRUCTURE PHASE TWO PROJECTS) SERIES 2024A, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$4,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY OR REIMBURSE THE COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

Mr. Scott Anderson addressed the council. He stated the bulk of the infrastructure paid for by NorthPoint is paid through a PIF. He stated under agreements set up through the Master Indenture, periodically the City will issue HRR Bonds to reimburse NorthPoint and the City for money spent on infrastructure. He stated the City has entered into five of these types of deals to date, and this proposed deal will be the sixth. The projects will include Corliss Road Project and South I-35 Gravity Sanitary Sewer Main. He stated the issuance of the bonds will convert the interest rate from a taxable 9.5% interest rate to a tax-exempt rate. The interest rate savings will ultimately result in more funds being available in the PIF. He stated these are revenue bonds, just like all other issued for intermodal projects, which are not the general obligation or payable from tax revenues by the City. They are payable solely from the Public Infrastructure Fund. He stated this ordinance authorizes up to \$4 million to be issued under existing master trust indenture and authorizes the execution of supplemental documents.

With no questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2151.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The motion was approved, 5-0.

27. CONSIDER CONTRACT FOR SERVICES AND SCOPE OF WORK WITH ETC INSTITUTE FOR THE 2024 CITIZEN SURVEY

Ms. Kara Banks addressed the Council. She stated the City is getting prepared for the biennial citizen survey. She stated this agreement is for work conducted with ETC Institute to provide feedback from the community to compare previous years in addition to regional and national survey results. She stated the draft contract includes the responsibilities of both ETC and the City during this survey year. She stated like last year, the survey gives residents a chance to opt in to win a \$500 Visa gift card as an incentive for completing their survey. This gift card is funded entirely by ETC. She stated the approved 2024 Budget includes funding for the Citizen Survey. She stated the responsibilities and timeline of ETC and the City are outlined in the council packet.

Mayor Roberts stated he thinks this is the best way to understand what the community wants a whole and makes it easier to work for the majority.

Councilmember Longanecker asked if they will be the same questions as last time.

Ms. Banks stated there may be some minor changes.

Mayor Roberts stated completing this survey allows for our community to be compared to others and how we match up to them.

Ms. Banks stated the survey will go out the first of the year and results are expected by the end of the first quarter.

With no further questions or comments, Mayor Roberts requested motion to approve the contract with ETC Institute for the 2024 Citizen Survey.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. The agreement was approved, 5-0.

28. CONSIDER A CONTRACT WITH ELEVATEEDGERTON! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2024

Mr. James Oltman, President of ElevateEdgerton! addressed the Council. He stated the memo presented at the 2024 Budget request in May is included in the packet, and there have been no changes from that time. He highlighted some of the major milestones this year for development in the community. He stated there was also a 10% increase in memberships for EE!.

Councilmember Longanecker stated the 10% increase is good.

Mr. Oltman stated EE! continues to work hard to build those relationships and find the right partners.

Councilmember Lewis asked if there were lots of requests for the home and small business grants.

Mr. Oltman stated yes, all 10 residential grants were awarded, and some have been paid out on already, however there are still some that have not yet been completed but this is a reimbursement-based grant.

He stated they have also paid out on a couple on the business side as well. He highlighted the new daycare at New City Church, which received one of the business attraction and retention grants.

Councilmember Lewis asked if the grant program is something that will continue moving forward.

Mr. Oltman stated during budget presentations it was decided that the City would take over the residential grant piece and Elevate would continue to focus on the small business grants.

With no further questions or comments, Mayor Roberts requested motion to approve the contract with ElevateEdgerton! for 2024 for a budgeted amount of \$65,000.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Malloy. The motion was approved, 5-0.

29. CONSIDER AGREEMENTS WITH ADOPT A HIGHWAY TO SPONSOR HOMESTEAD LANE (NORTHBOUND AND SOUTHBOUND) I35 TO 191ST STREET AND 200TH STREET TO END OF ROAD FOR LITTER REMOVAL SERVICES

Ms. Clower addressed the Council. She stated in June of last year the City entered into a pilot program with KDOT for their sponsor a highway program for litter removal services on north and southbound 56 Highway. To date there have been 100 bags of litter removed at roughly 1,850 pounds of removed trash. She stated due to the success of this program, in June of this year the City Council requested staff look into adding services for additional roadways including portions Homestead Lane and Sunflower Road.

She stated these agreements are for services of both northbound and southbound of the roadways at \$325 per side for a total of \$650 a month. The agreement is set at a 2-year contract and comes to a total of \$7,800 per agreement/year. She stated like the previous agreement with Adopt a Highway, the city may terminate the agreement for any reason with 90 days notice, following the 2-year period the agreements will automatically renew for another 2

years unless otherwise noted. She stated like the previous agreement, a first and last months payment is due at the time the agreement is approved, which totals \$1,300 to be applied.

She stated the following item on the agenda will have the same costs for litter removal services on portions of Sunflower Road.

With no questions or comments, Mayor Roberts requested motion to approve the northbound and southbound agreements with Adopt A Highway for litter removal services on Homestead Lane from I35 to 191st Street and 200th Street to the end of road for a budgeted amount of \$7,800 in 2024 and \$7,800 in 2025.

Councilmember Lebakken moved to approve the motion, seconded by Councilmember Longanecker. The motion was approved, 5-0.

30. CONSIDER AGREEMENTS WITH ADOPT A HIGHWAY TO SPONSOR SUNFLOWER ROAD/E NELSON STREET (NORTHBOUND AND SOUTHBOUND) – I35 TO E 6TH STREET FOR LITTER REMOVAL SERVICES

With no questions or comments, Mayor Roberts requested motion to approve the northbound and southbound agreements with Adopt A Highway for litter removal services on Sunflower Road/E. Nelson Street from I35 to E. 6th Street for a budgeted amount of \$7,800 in 2024 and \$7,800 in 2025.

Councilmember Lebakken moved to approve the motion, seconded by Councilmember Longanecker. The motion was approved, 5-0.

31. CONSIDER AGREEMENT WITH TERRACON CONSULTANTS, INC. FOR ARCHAEOLOGICAL SURVEY FOR DWYER SANITARY SEWER EXTENSION PROJECT

Ms. Holly Robertson addressed the Council. She stated in August 2022 the council approved the planning commission recommendation to approve an application for a PUD for Dwyer Farms. In September, a contract was approved with BG Consultants for design of the project and in July of this year, the council approved the concurrence to bid for the Dwyer Sewer Extension Project.

She stated in October 2023, Council approved submission of an application for funding through the Kansas Department of Health and Environment (KDHE) State Revolving Fund (SRF) Loan program. City Staff applied for the SRF Loan which included sending Environmental Clearance letters to twelve state and federal agencies for approval for the project to move forward as designed. She stated The Kansas State Historic Preservation Office responded to the letter requesting a professional archaeologist survey Site #1 of the application which includes the Dwyer Sanitary Sewer Extension. She stated City Staff confirmed with KDHE that the archaeological survey will be required for the SRF Loan Application.

The Kansas State Historic Preservation Office provided a list of archaeological contractors

meeting the standards they require. City Staff requested a letter of interest to four consultants (Tetra Tech, Stantec, Burns & McDonnell, and Terracon). One consultant, Terracon Consultants, Inc., responded to our request and provided the attached letter of interest which includes draft scope, schedule, and fee.

She stated pending City Attorney approval, City Staff recommends approving the agreement with Terracon Consultants, Inc. for an archaeological survey of the Dwyer Sanitary Sewer Extension project site for the maximum not to exceed lump sum of \$21,500.

She stated funding for this project is anticipated to be initially funded through KDHE Revolving Loan Fund. Long-term funding source will be Rural Housing Incentive District (RHID).

Councilmember Longanecker asked if this means the city will get the loan.

Ms. Robertson stated it has not been approved yet, but this is part of the application.

Ms. Linn stated nothing is guaranteed, however the clearances are required before becoming eligible.

With no further questions or comments, Mayor Roberts requested motion to approve the agreement with Terracon Consultants for an amount not to exceed \$21,500.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. The agreement was approved, 5-0.

32. CONSIDER ORDINANCE NO. 2152 AMENDING ARTICLE 3 – AGRICULTURAL AND RESIDENCE DISTRICTS - OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

Mr. Moore addressed the Council. He stated during a recent development review application, staff identified that there are several zoning districts in the City that do not permit places of worship either by right or with a Conditional Use Permit (CUP). Places of worship are uses that generally fit in most districts, either by-right or with a Conditional Use Permit. Additionally, in 2000, a law was passed called Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), that protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. He stated RLUIPA requires religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions. In zoning, this can be addressed by which districts they are permitted in, as well as other development standards, such as setbacks or sign regulations.

He stated Article 3 of the UDC includes zoning district standards for agricultural and residential zoning districts and includes permitted uses and development standards for these districts. Staff is proposing to update these districts to permit places of worship by right in each of the five (5) districts listed in this chapter. There are other small housekeeping items such as formatting and list numbering that are proposed with these updates.

The enclosed draft ordinance has been reviewed by the City Attorney, and Staff recommends approval of the UDC Amendments to Article 3. He stated a public hearing was held at the November 14 Planning Commission meeting where the Planning Commission recommended approval of the amendments to Article 3 with a 3-0 vote. He stated the following four ordinances for approval on the agenda update the code and make it concise throughout.

With no questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2152 amending article 3 of the Unified Development Code.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Malloy. The motion was approved, 5-0.

33. CONSIDER ORDINANCE NO. 2153 AMENDING ARTICLE 4 – COMMERCIAL ZONING DISTRICTS - OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

With no questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2153 amending article 4 of the Unified Development Code.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The motion was approved, 5-0.

34. CONSIDER ORDINANCE NO. 2154 AMENDING ARTICLE 5 – INDUSTRIAL ZONING DISTRICTS - OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

With no questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2154 amending article 5 of the Unified Development Code.

Councilmember Malloy moved to approve the motion, seconded by Councilmember Longanecker. The motion was approved, 5-0.

35. CONSIDER ORDINANCE NO. 2155 AMENDING ARTICLE 7 – CONDITIONAL USES - OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

With no questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2155 amending article 7 of the Unified Development Code.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. The motion was approved, 5-0.

36. CONSIDER ORDINANCE NO. 2156 AMENDING ARTICLE 12 – SIGN REGULATIONS - OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

With no questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2156 amending article 12 of the Unified Development Code.

Councilmember Malloy moved to approve the motion, seconded by Councilmember Lebakken. The motion was approved, 5-0.

37. CONSIDER SUBMITTAL OF APPLICATION TO KANSAS WATER OFFICE (KWO) FOR TECHNICAL ASSISTANCE AND WATER PROJECTS GRANTS THROUGH THE STATE WATER PLAN FUND (SWPF) FOR FY2024

Ms. Robertson addressed the Council. She stated in 2023 the State of Kansas increased the amount of state funding for the State Water Plan Fund (SWPF) which provides funding for projects recommended in the Kansas Water Plan (KWP). She stated this has since become a law and includes provisions for the two new water related grant funds: technical assistance and water projects. She stated the Kansas Water Office is administering grant programs to serve Kansas entities to support water-related infrastructure activities that address various water quantity and quality needs. She stated municipalities of fewer than 2,000 residents will be prioritized for the award of full grants for technical assistance and up to 90% for water projects. She stated these grants may provide full or partial dollars with no required match and applications for the initial round of funding are due by the end of this year.

She stated City Staff has identified multiple projects that may qualify for funding for both technical and water projects

- Technical Specifications for Waterline Connections (currently a funded CIP)
- Water master plan
- Inventory assistance for Lead and Copper Rule Revision
- Dwyer Sanitary Sewer Extension and Wastewater System Upgrades

City Staff has been in communication with KWO and confirmed wastewater projects as well as projects currently under consideration for SRF Loans qualify for both grants available through the SWPF.

City Staff recommends applying for the SWPF Water Projects Grant and Technical Assistance Grant for the projects listed above. Throughout the application process, should additional/substitute projects be identified, City Staff would update Council at a future

meeting. If the City is notified of any grant awards, this too will be brought before Council for approvals.

With no questions or comments Mayor Roberts requested motion to approve the submission of an application to KWO for technical assistance and water projects grants through SWPF.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Malloy. The motion was approved, 5-0.

38. CONSIDER SUBMITTAL OF APPLICATION TO KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT (KDHE) WASTE TIRE GRANT PROGRAM FOR THE GLENDELL ACRES PROJECT RECYCLED PLAYGROUND SURFACING

Mr. Merkh addressed the Council. He stated in September the Council approved the concurrence to bid for Glendell Acres Park Renovation project with construction to begin in early 2024. He stated in November SWT Design completed the project manual, bid documents and design plans for review by staff and City Engineer. He stated in November KDHE opened applications for the 2024 Waste Tire Grant Program. The purpose of the program is to provide financial assistance to local units of government, public and private schools to purchase tire-derived products from recycled tires.

He stated the playground surfacing and fitness scape for the park are designed as poured in place rubber surfacing material that can be constructed with 50% or more recycled waste tire material. He stated staff has requested estimates for costs to include in the grant application. He stated once an estimate is received staff can apply for the grant which will pay for up to 50% of eligible costs, these applications are due by January 16, 2024.

With no questions or comments, Mayor Roberts requested motion to approve the submission of an application for the KDHE Waste Tire Grant for Glendell Acres playground and fitness scape surfacing.

Councilmember Longanecker moved to approve to motion, seconded by Councilmember Lebakken. The motion was approved, 5-0.

WALK ON: CONSIDER PURCHASE AUTHORITY FOR PAVILION FOR \$49,600 AS PART OF GLENDELL ACRES PARK RENOVATION PROJECT

Mr. Merkh stated staff directed the project design team to include power outlets, safety lighting and the height of the pavilion be raised. All requests were completed by the design team and a proposal for the pavilion structure has been requested. He stated staff received a proposal from Poligon/PorterCorp for the pavilion at \$49,600, this includes engineering, manufacturing and shipping of the structure. He stated staff recommends the approval for the purchase to lock in the current price, as staff was notified of a price increase to start at the new year. He stated the cost of the pavilion is within the construction budget.

With no questions or comments, Mayor Roberts requested motion to approve the purchase authority for \$49,600 for the park pavilion at Glendell Acres Park.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Lebakken. The motion was approved, 5-0.

39. CONSIDER SUBMITTAL OF APPLICATION TO KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT (KDHE) FOR TECHNICAL ASSISTANCE RELATED TO LEAD AND COPPER RULE REVISION (LCRR) WATER SYSTEM SERVICE LINE INVENTORY FOR FY2024

Mr. Merkh stated on October 27, 2022 the City Council adopted the 2023 to 2027 CIP which included the Lead & Copper Rule Revision (LCRR) Inventory as a newly funded project. Initially this project budget included ARPA funds of \$29,255 and Kansas Department of Health and Environment (KDHE) State Revolving Fund (SRF) Grant of \$55,000. Since then, KDHE is now providing technical assistance for LCRR instead of funding through the SRF.

The Public Water Supply Section of KDHE is accepting application from Kansas public water supply systems (PWS) that want assistance completing their Lead Service Line Inventories required under the LCRR. Four modules for requesting assistance are available through this application.

He stated in March, council approved an agreement with NEER to provide services to assist in completing the LCRR Inventory and host our database. The ARPA funds allocated to the project will be encumbered with the NEER Contract. He stated the assistance offered by KDHE in addition to our NEER Contract will greatly reduce the workload of city staff for obtaining this information or contracting out these services. He stated staff would recommend applying for assistance through all four modules available to expedite the development of our LCRR inventory which must be completed by October 16, 2024 under the EPA's requirements.

With no questions or comments, Mayor Roberts requested motion to approve the submission of an application to KDHE for technical assistance related to Lead and Copper Rule Revision Water System Service Line Inventory for 2024.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lewis. The motion was approved, 5-0.

40. CONSIDER CONTRACTS AND ADDENDUM WITH BRIGHTSPEED TO PROVIDE INTERNET SERVICE TO SELECT CITY OF EDGERTON FACILITIES

Ms. Linn addressed the Council. She stated in October staff presented council with a contract for internet services with Brightspeed. At that time staff was directed to receive

quotes from Kwikcom as they are establishing service for the community. She stated staff is currently in discussion with Kwikcom regarding services needed and costs associated for those, a draft cost sheet has been provided. She stated staff would recommend if agreed with by City Attorney that the city enter into a month-to-month agreement with Lumen, our current provider until Kwikcom becomes available.

Mayor Roberts stated he is a big fan of Kwikcom because they are bringing high-speed internet to Edgerton. Brightspeed does have plans in the future but that could be years away.

Councilmember Lebakken asked how they can be held accountable for all the damage they have done during installation.

Mayor Roberts stated they are accountable, but construction is messy.

Ms. Linn stated the Right of Way permit process requires them to restore everything to how it was, however, the restoration process is not always fast.

With no further questions or comments, Mayor Roberts requested motion to maintain a month-to-month agreement with Lumen for internet services (provided City Attorney verifies that is allowed), and to contract with Kwikcom for future internet services once available in an amount not to exceed budgeted amount. Public Works would remain with Brightspeed DSL.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Malloy. The motion was approved, 5-0.

41. CONSIDER AGREEMENT WITH JOHNSON COUNTY SHERIFFS OFFICE FOR LAW ENFORCEMENT SERVICES FOR 2024

Ms. Linn stated the City Council considers contract services with the Johnson County Sheriff's Office for law enforcement services within the community. This agreement provides the same agreement as 2023 including the "Power Shift". She stated the 2024 Agreement updated 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.

She stated the budget highlights of the agreement are listed within the packet. The agreement provides for a fuel surcharge should the Sheriff Department incur average fuel costs that exceed the average price per gallon of \$2.00 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.

With no questions or comments Mayor Roberts requested motion to approve the agreement with the Johnson County Sheriff's Office for 2024 law enforcement services.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lewis. The motion was approved, 5-0.

42. Report by the City Administrator

- Legal Publications Research Results

Councilmember Longanecker stated he does not think there is anything to change at this time, adding that he had conversations with the paper.

Mayor Roberts requested motion to table this item until the first meeting in January. He stated he still thinks it would be good to see the information staff has researched and if there are any benefits to staying or moving away from our current legal publication outlet.

Councilmember Longanecker moved to table the item, seconded by Councilmember Lebakken. The motion was approved, 5-0.

- CIP Project Update – The Greenspace

Scott Crain with Henderson Building Solutions, the owners rep for The Greenspace Project, addressed the Council to give an update regarding the project.

He stated things are moving along and right on track or further than we would have expected them to be at this point. He stated the weather has held out and looked good for us so far and he hopes it will stay this way so they can keep on moving. He presented some information regarding the deadlines for the future of the project. He stated Edgerton has been great to work with and he is looking forward to the continued partnership as this project continues to move forward.

43. Report by the Mayor

Mayor Roberts stated he has no report to give other than to wish everyone a Merry Christmas.

44. Future Meeting Reminders

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

45. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE EXCEPTION FOR PRELIMINARY DISCUSSIONS REALTED TO THE ACQUISITION OF REAL PROPERTY TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR, PUBLIC WORKS DIRECTOR AND CIP PROJECT MANAGER (K.S.A. 75-4319(B)(6)).

Mayor Roberts requested motion to recess into executive session pursuant to the above-mentioned exception. He stated he would like to include City Attorney, City Administrator, Public

Works Director and CIP Project Manager for 20 minutes. He stated he does not expect any motion related to the executive session and adjournment of the regular meeting will follow once returned to open session.

Councilmember Longanecker moved to approve the motion to recess into executive session, seconded by Councilmember Lewis. The motion was approved, 5-0.

The meeting recessed into executive session at 9:11PM.

The meeting returned to open session with no action taken to request an additional 5 minutes.

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis. The meeting returned to executive session at 9:31PM.

The meeting returned to open session with no action taken to request an additional 5 minutes.

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis. The meeting returned to executive session at 9:36PM.

Councilmember Lebakken made motion to return to open session with no action taken, seconded by Councilmember Longanecker.

Open session resumed at 9:41PM.

46. Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Lebakken. All in favor. The meeting was adjourned at 9:41PM.

Submitted by Alexandria Clower, City Clerk

Parcel No. BF211513-3001

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT, is made and entered into this 15th day of December, 2023, by **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, 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 consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One Dollar (\$1.00) in hand paid and other 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 increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for installation of utilities and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above-described easement area or interfere with the construction, maintenance, or operation of storm water infrastructure and/or sanitary sewer lines and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that they are the owner of the premises and have the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

ARG LAND HOLDINGS, LLC

An Arkansas limited liability company

By: 

Printed Name: Josh Carson

Title: Manager

Street Address: 4058 N. College Ave. Ste 300

City, State & Zip: Fayetteville, AR 72703

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

(SEAL)

By: _____
Beth Linn, City Administrator

ATTEST:

Alexandria Clower, City Clerk

ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Washington) ss:

BE IT REMEMBERED, That on this 15th day of December 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Josh Carson (Name), Manager (Title) of **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

April Tilley
Notary Public

My Appointment Expires:

Feb 24, 2024



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **ALEXANDRIA CLOWER**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

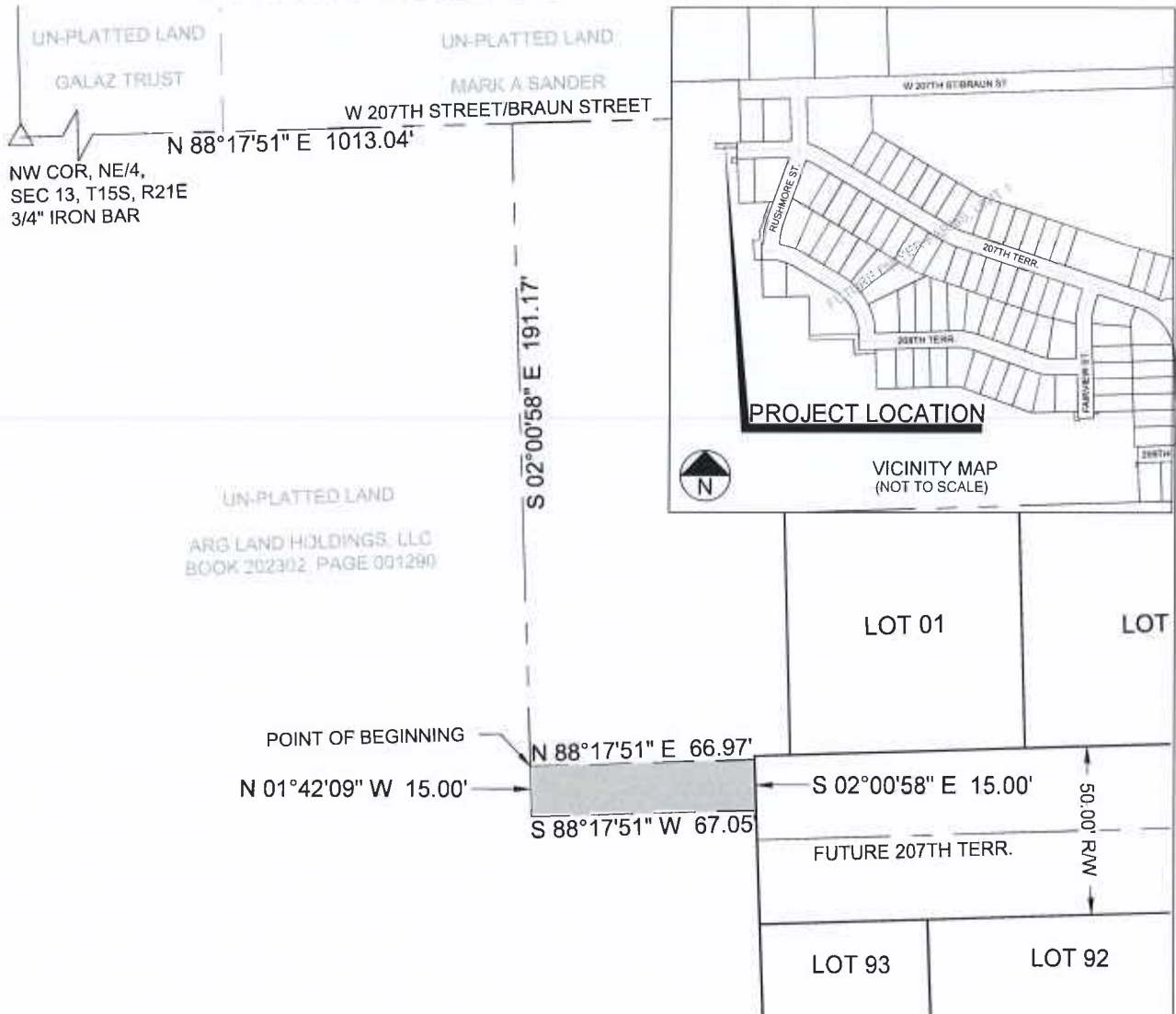
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS



LEGEND



Utility Easement

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Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Exhibit #01 Drawn By:RJC Project #2203-0102 TDS #92



EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS

DESCRIPTION:

A tract of land in the Northeast Quarter of Section 13, Township 15 South,
Range 21 East of the Sixth Principal Meridian, Johnson County, Kansas described as follows:

Beginning at a point that is N 88°17'51" E 1013.04 feet and S 02°00'58" E 191.17 feet from the Northwest Corner
of the Northeast Quarter of said Section 13; thence

N 88°17'51" E 66.97 feet; thence

S 02°00'58" E 15.00 feet; thence

S 88°17'51" W 67.05 feet; thence

N 01°42'09" W 15.00 feet to the point of beginning, containing 1,005 square feet.

Tim Sloan, PLS 783, August 3, 2023.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan



Tim Sloan, P.S.
Vice-President



SMH

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Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Exhibit #01 Drawn By:RJC Project #2203-0102 TDS #93

SHEET 2 OF 2

Parcel No. BF211513-3001

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT, is made and entered into this 15th day of December, 2023, by **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, 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 consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE
GRANT OF PERMANENT EASEMENT

In consideration of One Dollar (\$1.00) in hand paid and other 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 increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for installation of utilities and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above-described easement area or interfere with the construction, maintenance, or operation of storm water infrastructure and/or sanitary sewer lines and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that they are the owner of the premises and have the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

ARG LAND HOLDINGS, LLC

An Arkansas limited liability company

By: 

Printed Name: Josh Carson

Title: Manager

Street Address: 405B N. College Ave. Ste 300

City, State & Zip: Fayetteville, AR 72703

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

(SEAL)

By: _____
Beth Linn, City Administrator

ATTEST:

Alexandria Clower, City Clerk

ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Washington) ss:

BE IT REMEMBERED, That on this 15th day of December 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Josh Carson (Name), Manager (Title) of **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

April Tilley
Notary Public

My Appointment Expires:

Feb 24, 2024



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **ALEXANDRIA CLOWER**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS

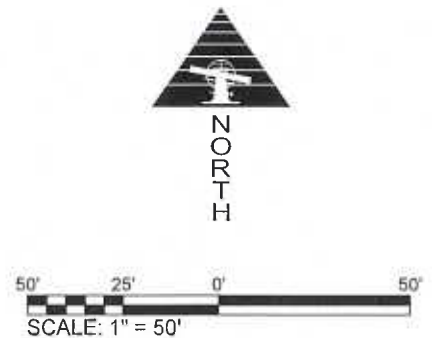


LEGEND



Utility Easement

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Exhibit #02 Drawn By:RJC Project #2203-0102 TDS #92

SHEET 1 OF 2

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS


DESCRIPTION:

A tract of land in the Northeast Quarter of Section 13, Township 15 South, Range 21 East of the Sixth Principal Meridian, Johnson County, Kansas described as follows:

Beginning at a point that is S 02°00'58" E 252.50 feet and N 88°17'51" E 1062.48 feet from the Northwest Corner of the Northeast Quarter of said Section 13; thence
N 01°42'09" W 15.00 feet; thence
N 88°17'51" E 17.46 feet; thence
S 02°00'58" E 15.00 feet; thence
S 88°17'51" W 17.54 feet to the point of beginning, containing 263 square feet.
Tim Sloan, PLS 783, August 3, 2023.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



SMH

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www.smhconsultants.com

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Exhibit #02 Drawn By:RJC Project #2203-0102 TDS #92

SHEET 2 OF 2

Parcel No. BF211513-3001

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT, is made and entered into this 15th day of December, 2023, by **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, 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 consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One Dollar (\$1.00) in hand paid and other 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 increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for installation of utilities and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above-described easement area or interfere with the construction, maintenance, or operation of storm water infrastructure and/or sanitary sewer lines and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that they are the owner of the premises and have the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

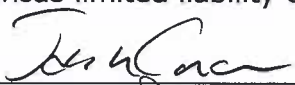
This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

ARG LAND HOLDINGS, LLC

An Arkansas limited liability company

By: 

Printed Name: Josh Carson

Title: Manager

Street Address: 405B N. College Ave. Ste 300

City, State & Zip: Fayetteville, AR 72703

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

(SEAL)

By: _____
Beth Linn, City Administrator

ATTEST:

Alexandria Clower, City Clerk

ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Washington) ss:

BE IT REMEMBERED, That on this 15th day of December 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Josh Carson (Name), Manager (Title) of **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

April Tilley
Notary Public

My Appointment Expires:

Feb 24, 2024



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **ALEXANDRIA CLOWER**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

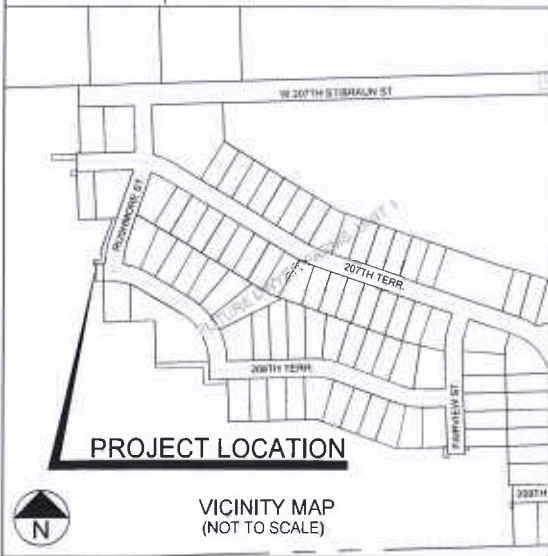
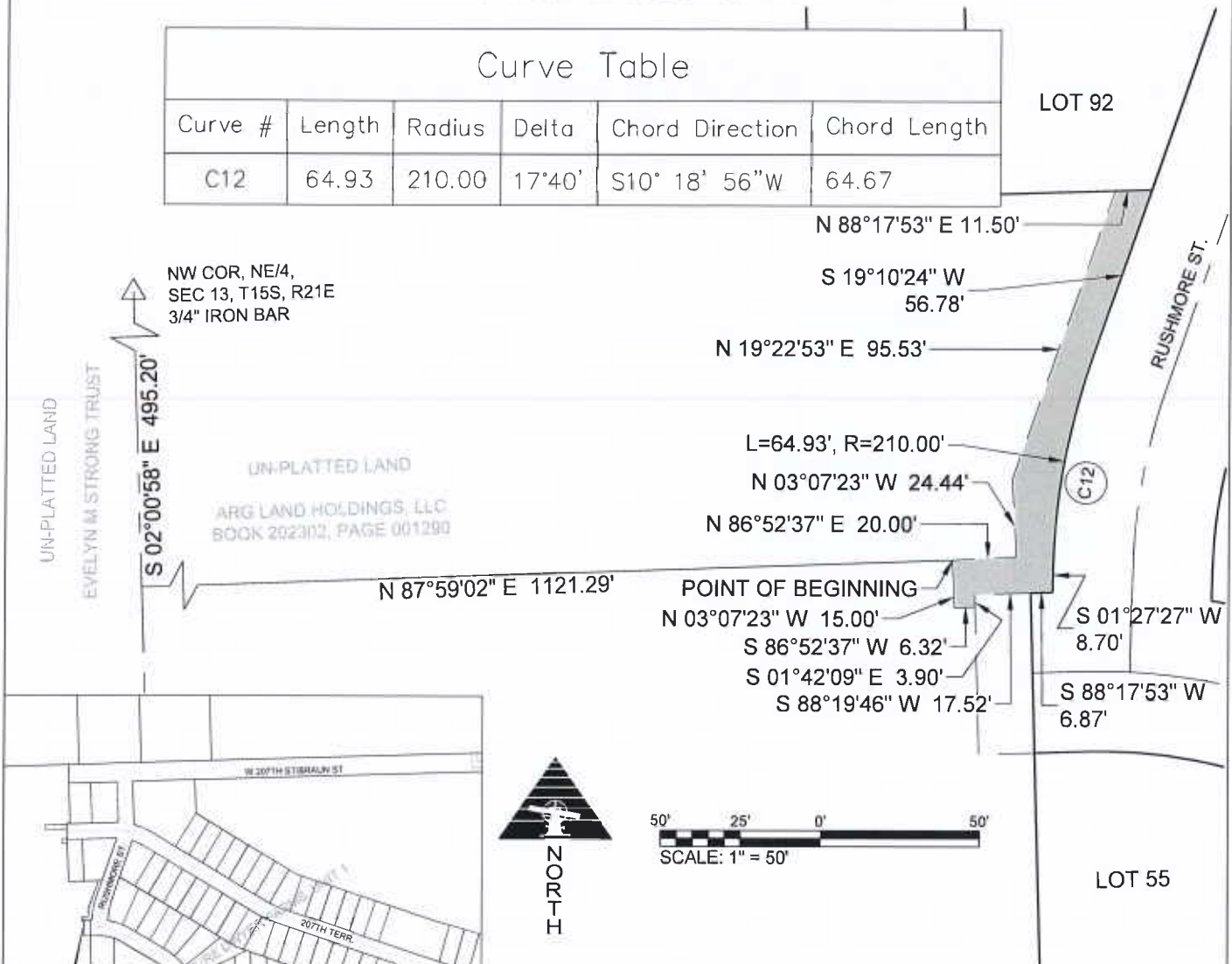
My Appointment Expires:

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C12	64.93	210.00	17°40'	S10° 18' 56"W	64.67



LEGEND



Utility Easement

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Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Exhibit #3A Drawn By:RJC Project #2203-0102 TDS #92

SHEET 1 OF 2

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS

DESCRIPTION:

A tract of land in the Northeast Quarter of Section 13, Township 15 South, Range 21 East of the Sixth Principal Meridian, Johnson County, Kansas described as follows:

Beginning at a point that is S 02°00'58" E 495.20 feet and N 87°59'02" E 1121.29 feet from the Northwest Corner of the Northeast Quarter of said Section 13; thence

N 86°52'37" E 20.00 feet; thence

N 03°07'23" W 24.44 feet; thence

N 19°22'53" E 95.53 feet; thence

N 88°17'53" E 11.50 feet; thence

S 19°10'24" W 56.78 feet; thence

On a curve to the left with a radius of 210.00 feet, an arc distance of 64.93 feet, chord being

S 10°18'56" W 64.67 feet; thence

S 01°27'27" W 8.70 feet; thence

S 88°17'53" W 6.87 feet; thence

S 88°19'46" W 17.52 feet; thence

S 01°42'09" E 3.90 feet; thence


S 86°52'37" W 6.32 feet; thence

N 03°07'23" W 15.00 to the point of beginning, containing 1790 square feet.

Tim Sloan, PLS 783, August 4, 2023.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



SMH

CONSULTANTS

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www.smhconsultants.com

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Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Exhibit #3A Drawn By:RJC Project #2203-0102 TDS #92

SHEET 2 OF 2

ROAD RIGHT OF WAY EASEMENT

This Road Right of Way Easement is made on this 15th day of December, 2023. **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company (hereinafter jointly called "Grantors"), for the consideration of One Dollar (\$1.00) in hand paid, convey and transfer to the City of Edgerton, Kansas (hereinafter "Grantee"), free and clear of all liens and encumbrances, a road right of way easement for the following described real property in Johnson County, Kansas:

SEE ATTACHMENT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

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

GRANTORS:

ARG LAND HOLDINGS, LLC

An Arkansas limited liability company

By: [Signature]

Printed Name: John Coran

Title: Manager

Street Address: 4058 N. College Ave. Ste 300

City, State & Zip: Fayetteville, AR 72703

(SEAL)

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Alexandria Clower, City Clerk

ACKNOWLEDGMENT

STATE OF Arkansas)
) ss:
COUNTY OF Washington

BE IT REMEMBERED, That on this 15th day of December 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Josh Carson (Name), Manager (Title) of **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

April Tilley
Notary Public

My Appointment Expires:

Feb 24, 2024



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **ALEXANDRIA CLOWER**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:



SHEET 1 OF 2

DEDICATED RIGHT-OF-WAY EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS

DESCRIPTION:

A tract of land in the Northeast Quarter of Section 13, Township 15 South, Range 21 East of the Sixth Principal Meridian, Johnson County, Kansas described as follows:

Beginning at a point that is S 02°00'58" E 568.44 feet and N 87°59'02" E 1127.64 feet from the Northwest Corner of the Northeast Quarter of said Section 13; thence

N 01°42'09" W 50.00 feet; thence

N 88°19'47" E 17.52 feet; thence

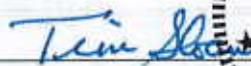
S 01°40'13" E 50.00 feet; thence

S 88°19'47" W 17.49 feet to the point of beginning, containing 876 square feet.

Tim Sloan, PLS 783, August 8, 2023.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



SMH
CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com

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Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Exhibit #03B Drawn By:RJC Project #2203-0102 TDS #92

SHEET 2 OF 2

Parcel No. BF211513-3001

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT, is made and entered into this 15th day of December, 2023, by **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, 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 consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

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SECTION THREE
WARRANTY OF TITLE

Grantor covenants that they are the owner of the premises and have the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

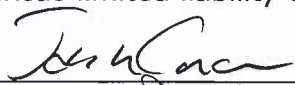
This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

ARG LAND HOLDINGS, LLC

An Arkansas limited liability company

By: 

Printed Name: Josh Carson

Title: Manager

Street Address: 4058 N. College Ave. Ste 300

City, State & Zip: Fayetteville, AR 72703

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

(SEAL)

By: _____
Beth Linn, City Administrator

ATTEST:

Alexandria Clower, City Clerk

ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Washington) SS:

BE IT REMEMBERED, That on this 15th day of December 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Josh Carson (Name), Manager (Title) of **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

April Tilley
Notary Public

My Appointment Expires:

Feb 24, 2024



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **ALEXANDRIA CLOWER**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

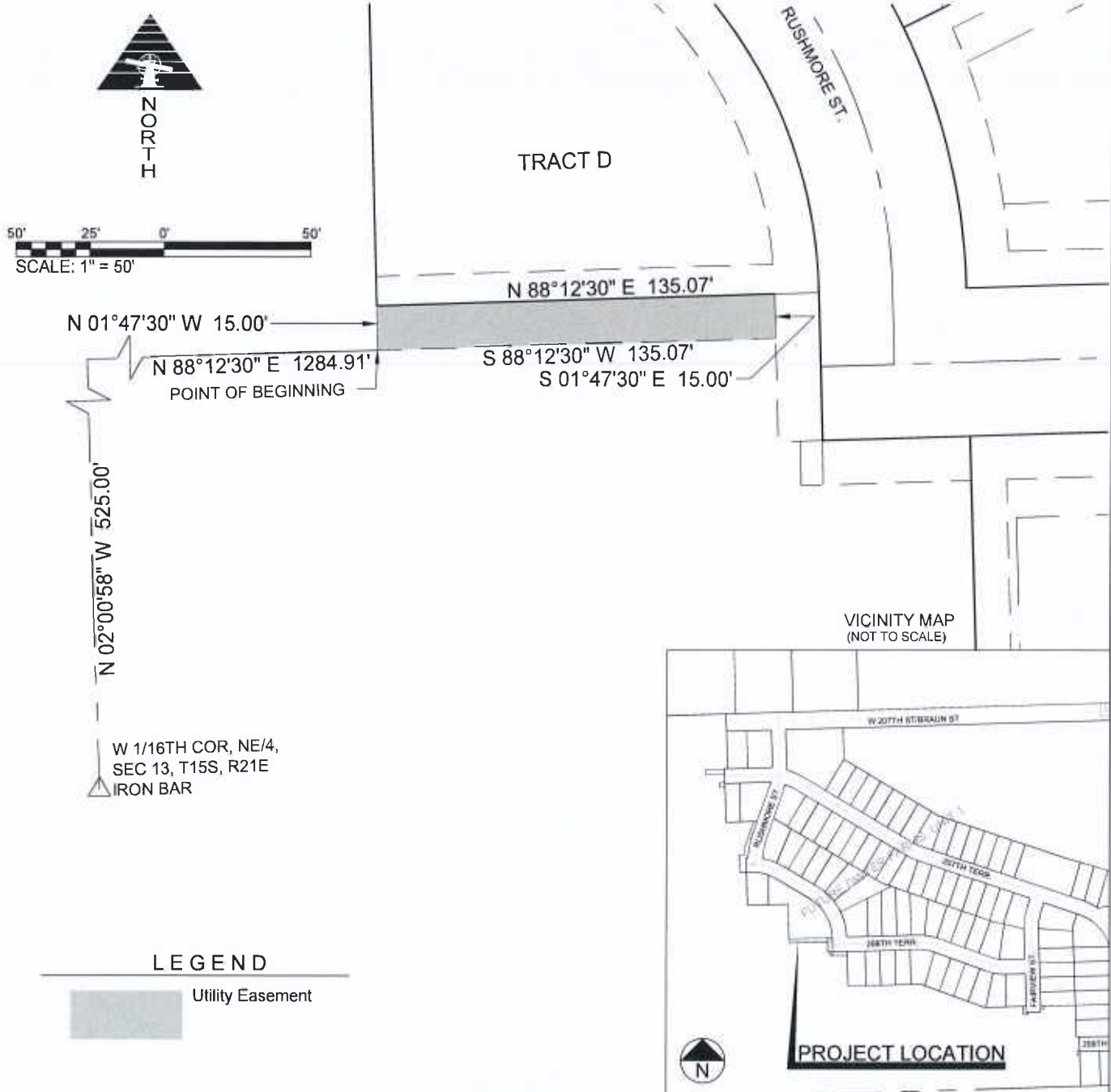
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS



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Exhibit #4A Drawn By:RJC Project #2203-0102 TDS #92

SHEET 1 OF 2

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS

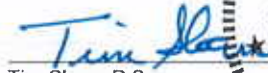
DESCRIPTION:

A tract of land in the Northeast Quarter of Section 13, Township 15 South, Range 21 East of the Sixth Principal Meridian, Johnson County, Kansas described as follows:

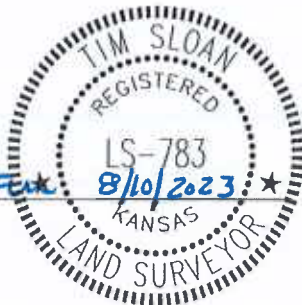
Beginning at a point that is N 02°00'58" W 525.00 feet and N 88°12'30" E 1284.91 feet from the Southwest Corner of the Northwest Quarter of the Northeast Quarter of said Section 13; thence N 01°47'30" W 15.00 feet; thence N 88°12'30" E 135.07 feet; thence S 01°47'30" E 50.00 feet; thence S 88°12'30" W 135.07 feet to the point of beginning, containing 2,250 square feet.
Tim Sloan, PLS 783, August 9, 2023.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan



Tim Sloan, P.S.
Vice-President



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Exhibit #4A Drawn By:RJC Project #2203-0102 TDS #92

SHEET 2 OF 2

ROAD RIGHT OF WAY EASEMENT

This Road Right of Way Easement is made on this 15th day of December, 2023. **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company (hereinafter jointly called "Grantors"), for the consideration of One Dollar (\$1.00) in hand paid, convey and transfer to the City of Edgerton, Kansas (hereinafter "Grantee"), free and clear of all liens and encumbrances, a road right of way easement for the following described real property in Johnson County, Kansas:

SEE ATTACHMENT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

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

GRANTORS:

ARG LAND HOLDINGS, LLC

An Arkansas limited liability company

By: 

Printed Name: John Corcoran

Title: Manager

Street Address: 4059 N. College Ave. Ste 300

City, State & Zip: Fayetteville, AR 72703

(SEAL)

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Alexandria Clower, City Clerk

ACKNOWLEDGMENT

STATE OF Arkansas)
) ss:
COUNTY OF Washington

BE IT REMEMBERED, That on this 15th day of December 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Josh Carson (Name), Manager (Title) of **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

April Tilley
Notary Public

My Appointment Expires:

Feb 24, 2024



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **ALEXANDRIA CLOWER**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

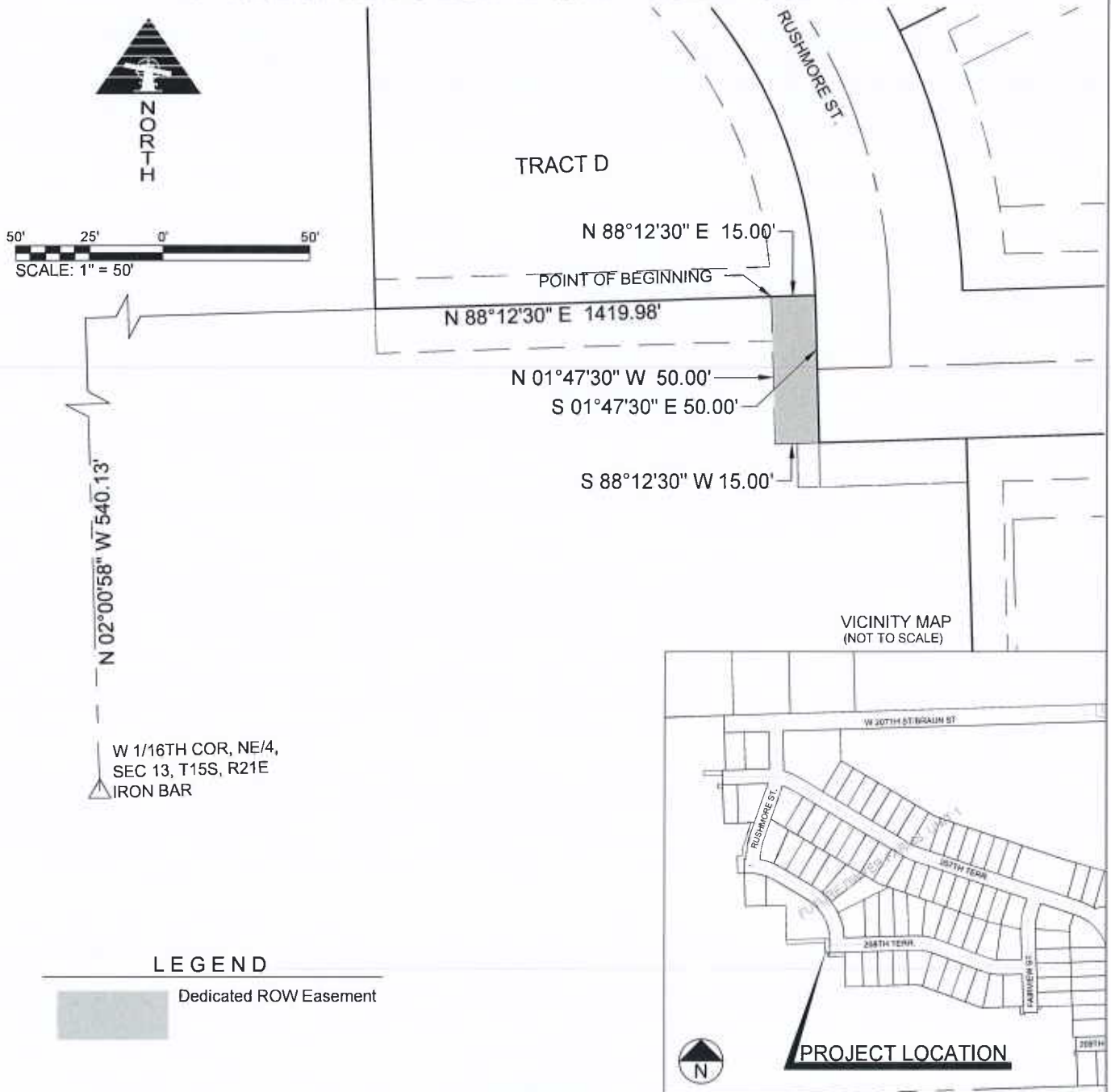
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

DEDICATED RIGHT-OF-WAY EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS



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Exhibit #4B Drawn By:RJC Project #2203-0102 TDS #92

SHEET 1 OF 2

DEDICATED RIGHT-OF-WAY EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS


DESCRIPTION:

A tract of land in the Northeast Quarter of Section 13, Township 15 South, Range 21 East of the Sixth Principal Meridian, Johnson County, Kansas described as follows:

Beginning at a point that is N 02°00'58" W 540.13 feet and N 88°12'30" E 1419.98 feet from the Southwest Corner of the Northwest Quarter of the Northeast Quarter of said Section 13; thence N 88°12'30" E 15.00 feet; thence S 01°47'30" E 50.00 feet; thence S 88°12'30" W 15.00 feet; thence N 01°47'30" W 50.00 feet to the point of beginning, containing 750 square feet.
Tim Sloan, PLS 783, August 9, 2023.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



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Exhibit #4B Drawn By:RJC Project #2203-0102 TDS #92

SHEET 2 OF 2

Parcel No. BF211513-3001

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT, is made and entered into this 15th day of December, 2023, by **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, 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 consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One Dollar (\$1.00) in hand paid and other 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 increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for installation of utilities and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above-described easement area or interfere with the construction, maintenance, or operation of storm water infrastructure and/or sanitary sewer lines and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that they are the owner of the premises and have the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

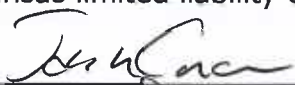
This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

ARG LAND HOLDINGS, LLC

An Arkansas limited liability company

By: 

Printed Name: Josh Carson

Title: Manager

Street Address: 4058 N. College Ave. Ste 300

City, State & Zip: Fayetteville, AR 72703

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

(SEAL)

By: _____
Beth Linn, City Administrator

ATTEST:

Alexandria Clower, City Clerk

ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Washington) ss:

BE IT REMEMBERED, That on this 15th day of December 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Josh Carson (Name), Manager (Title) of **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

April Tilley
Notary Public

My Appointment Expires:

Feb 24, 2024



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **ALEXANDRIA CLOWER**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

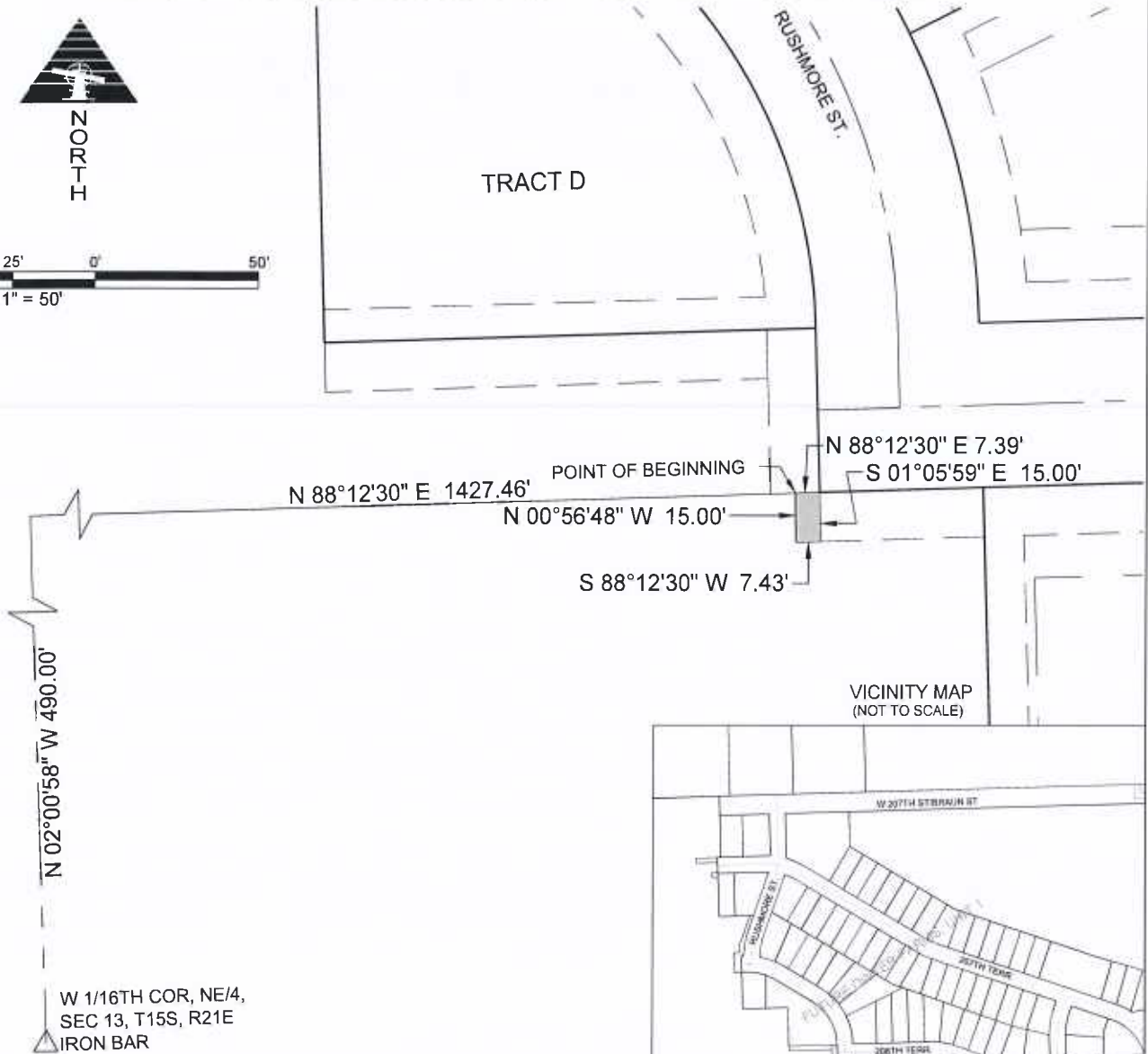
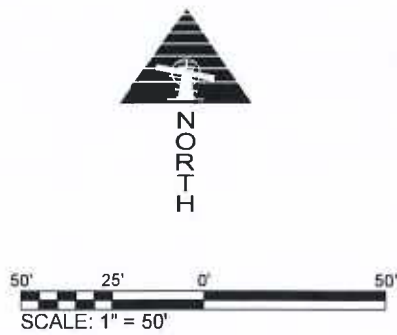
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS



LEGEND



Utility Easement

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Exhibit #4C Drawn By:RJC Project #2203-0102 TDS #92

SHEET 1 OF 2

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS


DESCRIPTION:

A tract of land in the Northeast Quarter of Section 13, Township 15 South, Range 21 East of the Sixth Principal Meridian, Johnson County, Kansas described as follows:

Beginning at a point that is N 02°00'58" W 490.00 feet and N 88°12'30" E 1427.46 feet from the Southwest Corner of the Northwest Quarter of the Northeast Quarter of said Section 13; thence
N 88°12'30" E 7.39 feet; thence
S 01°05'59" E 15.00 feet; thence
S 88°12'30" W 7.43 feet; thence
N 00°56'48" W 15.00 feet to the point of beginning, containing 111 square feet.
Tim Sloan, PLS 783, August 9, 2023.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



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Exhibit #4C Drawn By:RJC Project #2203-0102 TDS #92

SHEET 2 OF 2

ROAD RIGHT OF WAY EASEMENT

This Road Right of Way Easement is made on this 15th day of December, 2023. **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company (hereinafter jointly called "Grantors"), for the consideration of One Dollar (\$1.00) in hand paid, convey and transfer to the City of Edgerton, Kansas (hereinafter "Grantee"), free and clear of all liens and encumbrances, a road right of way easement for the following described real property in Johnson County, Kansas:

SEE ATTACHMENT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

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

GRANTORS:

ARG LAND HOLDINGS, LLC

An Arkansas limited liability company

By: 

Printed Name: John Corcoran

Title: Manager

Street Address: 4059 N. College Ave. Ste 300

City, State & Zip: Fayetteville, AR 72703

(SEAL)

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Alexandria Clower, City Clerk

ACKNOWLEDGMENT

STATE OF Arkansas)
) ss:
COUNTY OF Washington

BE IT REMEMBERED, That on this 15th day of December 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Josh Carson (Name), Manager (Title) of **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

April Tilley
Notary Public

My Appointment Expires:

Feb 24, 2024



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **ALEXANDRIA CLOWER**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

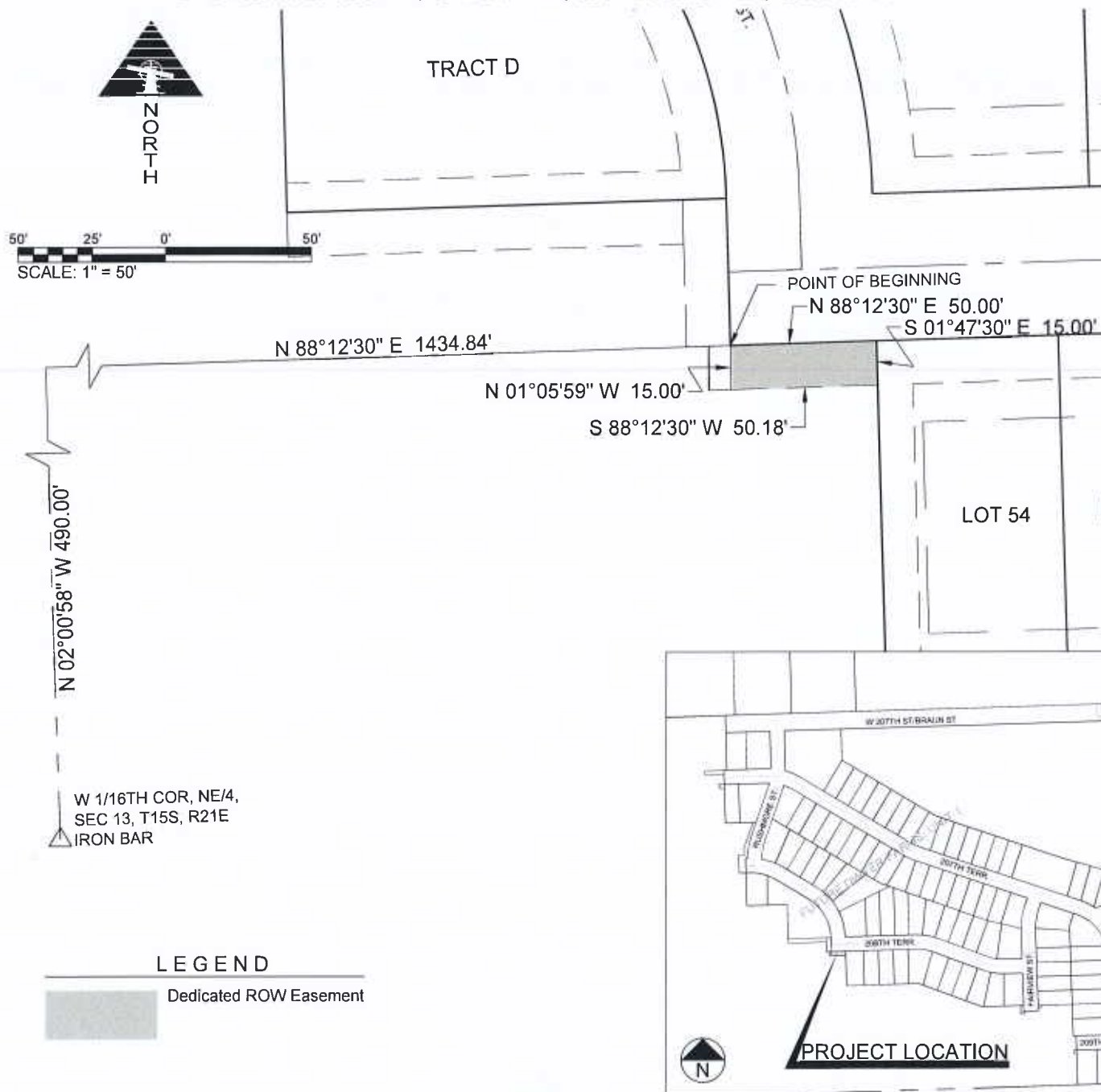
Notary Public

My Appointment Expires:

4D

DEDICATED RIGHT-OF-WAY EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS



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Exhibit #4D Drawn By:RJC Project #2203-0102 TDS #92

SHEET 1 OF 2

DEDICATED RIGHT-OF-WAY EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS

DESCRIPTION:

A tract of land in the Northeast Quarter of Section 13, Township 15 South, Range 21 East of the Sixth Principal Meridian, Johnson County, Kansas described as follows:

Beginning at a point that is N 02°00'58" W 490.00 feet and N 88°12'30" E 1434.84 feet from the Southwest Corner of the Northwest Quarter of the Northeast Quarter of said Section 13; thence N 88°12'30" E 50.00 feet; thence S 01°47'30" E 15.00 feet; thence S 88°12'30" W 50.18 feet; thence N 01°05'59" W 15.00 feet to the point of beginning, containing 750 square feet.
Tim Sloan, PLS 783, August 9, 2023.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan

Tim Sloan
Tim Sloan, P.S.,
Vice-President



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Exhibit #4D Drawn By:RJC Project #2203-0102 TDS #92

SHEET 2 OF 2

Parcel No. BF211513-3001

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT, is made and entered into this 15th day of December, 2023, by **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, 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 consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE
GRANT OF PERMANENT EASEMENT

In consideration of One Dollar (\$1.00) in hand paid and other 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 increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for installation of utilities and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above-described easement area or interfere with the construction, maintenance, or operation of storm water infrastructure and/or sanitary sewer lines and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that they are the owner of the premises and have the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

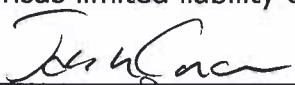
This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

ARG LAND HOLDINGS, LLC

An Arkansas limited liability company

By: 

Printed Name: Josh Carson

Title: Manager

Street Address: 4058 N. College Ave. Ste 300

City, State & Zip: Fayetteville, AR 72703

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

(SEAL)

By: _____
Beth Linn, City Administrator

ATTEST:

Alexandria Clower, City Clerk

ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Washington) ss:

BE IT REMEMBERED, That on this 15th day of December 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Josh Carson (Name), Manager (Title) of **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

April Tilley
Notary Public

My Appointment Expires:

Feb 24, 2024



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **ALEXANDRIA CLOWER**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

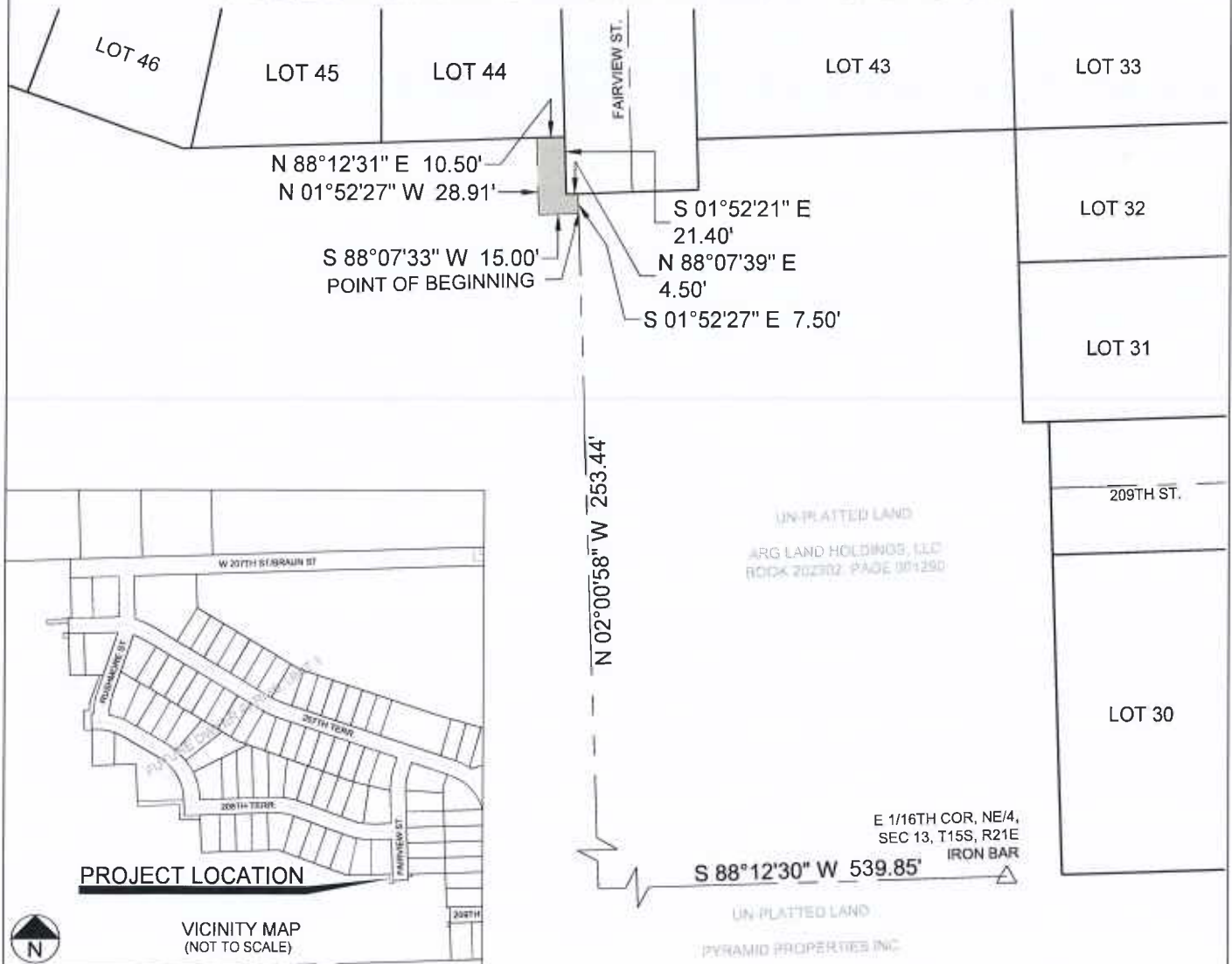
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS



LEGEND



Utility Easement

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Exhibit #05 Drawn By:RJC Project #2203-0102 TDS #92



60' 30' 0' 60'
SCALE: 1" = 60'

SHEET 1 OF 2

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS


DESCRIPTION:

A tract of land in the Northeast Quarter of Section 13, Township 15 South, Range 21 East of the Sixth Principal Meridian, Johnson County, Kansas described as follows:

Beginning at a point that is S 88°12'30" W 539.85 feet and N 02°00'58" W 253.44 feet from the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 13; thence S 88°07'33" W 15.00 feet; thence N 01°52'27" W 28.91 feet; thence N 88°12'31" E 10.50 feet; thence S 01°52'21" E 21.40 feet; thence N 88°07'39" E 4.50 feet; thence S 01°52'27" E 7.50 feet to the point of beginning, containing 337 square feet.
Tim Sloan, PLS 783, August 3, 2023.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



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Exhibit #05 Drawn By:RJC Project #2203-0102 TDS #92

SHEET 2 OF 2

Parcel No. BF211513-3001

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT, is made and entered into this 15th day of December, 2023, by **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, 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 consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE
GRANT OF PERMANENT EASEMENT

In consideration of One Dollar (\$1.00) in hand paid and other 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 increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for installation of utilities and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above-described easement area or interfere with the construction, maintenance, or operation of storm water infrastructure and/or sanitary sewer lines and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that they are the owner of the premises and have the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

ARG LAND HOLDINGS, LLC

An Arkansas limited liability company

By: 

Printed Name: Josh Carson

Title: Manager

Street Address: 4058 N. College Ave. Ste 300

City, State & Zip: Fayetteville, AR 72703

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

(SEAL)

By: _____
Beth Linn, City Administrator

ATTEST:

Alexandria Clower, City Clerk

ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Washington) SS:

BE IT REMEMBERED, That on this 15th day of December 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Josh Carson (Name), Manager (Title) of **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

April Tilley
Notary Public

My Appointment Expires:

Feb 24, 2024



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **ALEXANDRIA CLOWER**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

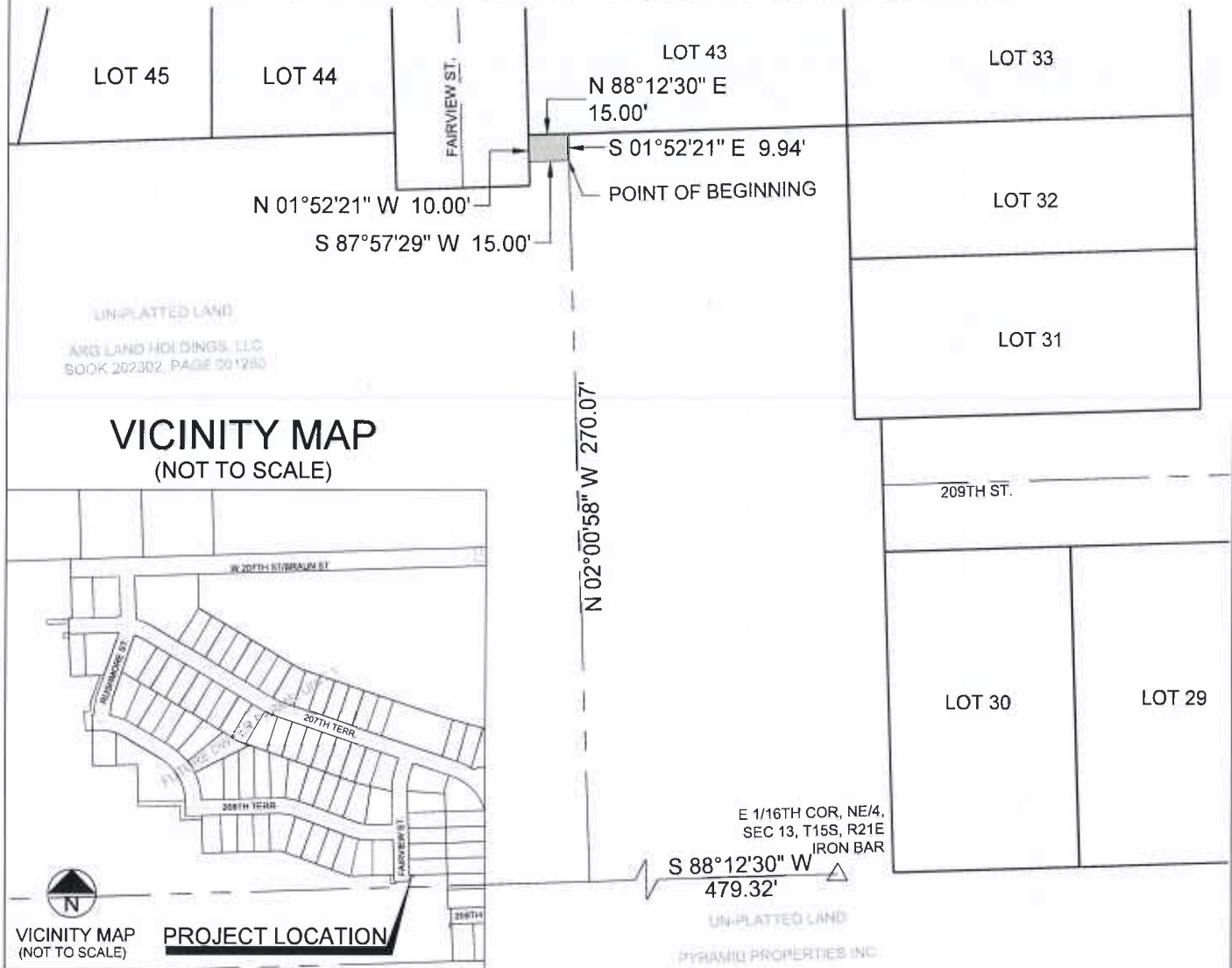
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS



LEGEND

 Utility Easement

SMH
CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Exhibit #06 Drawn By:RJC Project #2203-0102 TDS #92

SHEET 1 OF 2

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS

DESCRIPTION:

A tract of land in the Northeast Quarter of Section 13, Township 15 South, Range 21 East of the Sixth Principal Meridian, Johnson County, Kansas described as follows:

Beginning at a point that is S 88°12'30" W 479.32 feet and N 02°00'58" W 270.07 feet from the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 13; thence S 87°57'29" W 15.00 feet; thence N 01°52'21" W 10.00 feet; thence N 88°12'30" E 15.00 feet; thence S 01°52'21" E 9.94 feet to the point of beginning, containing 149 square feet.
Tim Sloan, PLS 783, August 4, 2023.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



SMH

CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
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Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Exhibit #06 Drawn By:RJC Project #2203-0102 TDS #92

SHEET 2 OF 2

Parcel No. BF211513-3001

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT, is made and entered into this 15th day of December, 2023, by **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, 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 consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE
GRANT OF PERMANENT EASEMENT

In consideration of One Dollar (\$1.00) in hand paid and other 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 increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for installation of utilities and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above-described easement area or interfere with the construction, maintenance, or operation of storm water infrastructure and/or sanitary sewer lines and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that they are the owner of the premises and have the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

ARG LAND HOLDINGS, LLC

An Arkansas limited liability company

By: 

Printed Name: Josh Carson

Title: Manager

Street Address: 4058 N. College Ave. Ste 300

City, State & Zip: Fayetteville, AR 72703

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

(SEAL)

By: _____
Beth Linn, City Administrator

ATTEST:

Alexandria Clower, City Clerk

ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Washington) ss:

BE IT REMEMBERED, That on this 15th day of December 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Josh Carson (Name), Manager (Title) of **ARG LAND HOLDINGS, LLC**, an Arkansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

April Tilley
Notary Public

My Appointment Expires:

Feb 24, 2024



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **ALEXANDRIA CLOWER**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

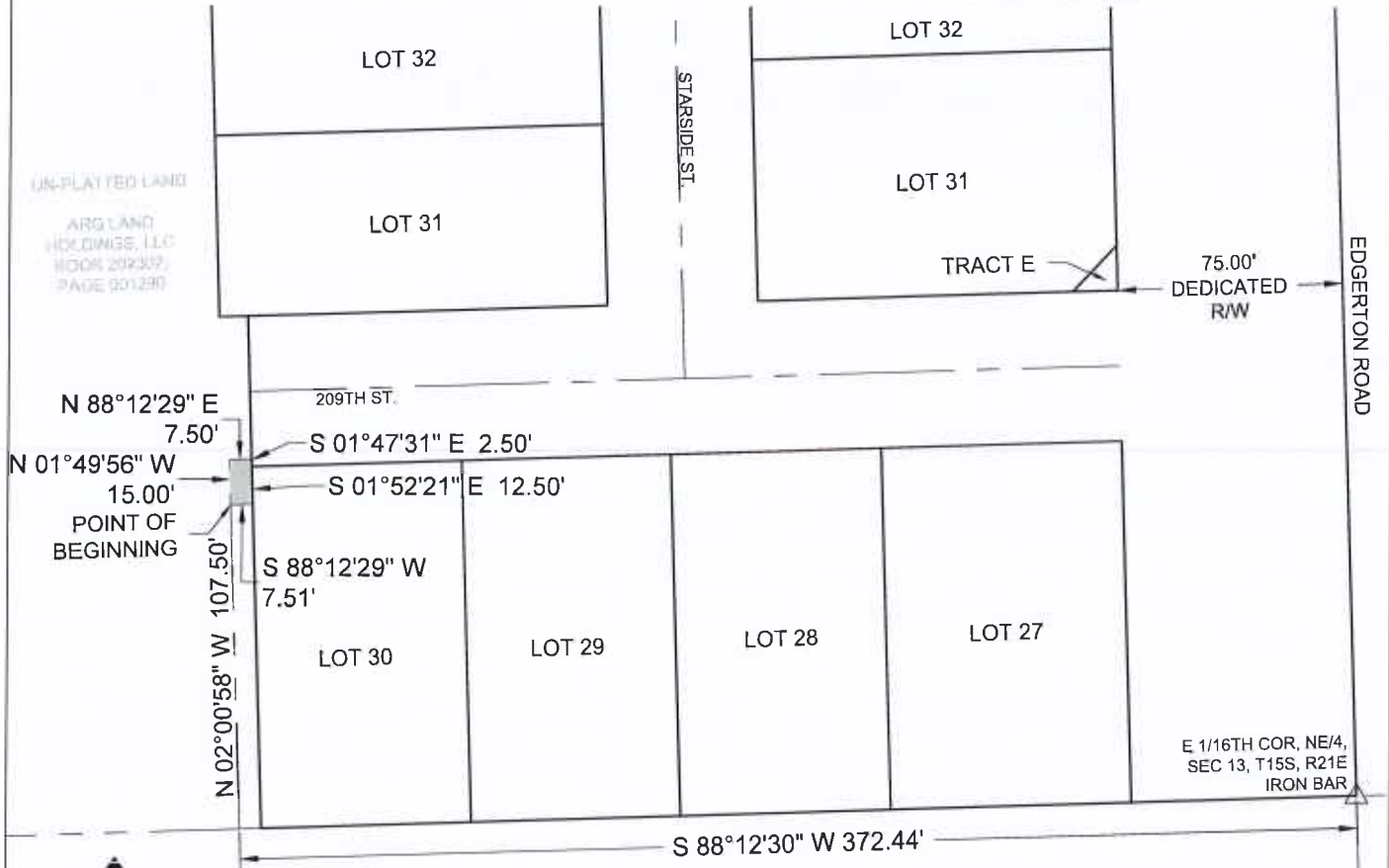
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS



LEGEND



Utility Easement

SMH
CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
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Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Exhibit #07 Drawn By:RJC Project #2203-0102 TDS #92



EASEMENT EXHIBIT

DWYER FARMS, PHASE 1, EDGERTON, KANSAS

DESCRIPTION:

A tract of land in the Northeast Quarter of Section 13, Township 15 South, Range 21 East of the Sixth Principal Meridian, Johnson County, Kansas described as follows:

Beginning at a point that is S 88°12'30" W 372.44 feet and N 02°00'58" W 107.50 feet from the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 13; thence N 01°49'56" W 15.00 feet; thence N 88°12'29" E 7.50 feet; thence S 01°47'31" E 2.50 feet; thence S 01°52'21" E 12.50 feet; thence S 88°12'29" W 7.51 feet to the point of beginning, containing 113 square feet.
Tim Sloan, PLS 783, August 3, 2023.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan

Tim Sloan
Tim Sloan, P.S.
Vice-President



SMH

CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Exhibit #07 Drawn By:RJC Project #2203-0102 TDS #92

SHEET 2 OF 2

City Council Action Item

Council Meeting Date: January 11, 2023

Department: Community Development

Agenda Item: Consider Application FP2023-0016, Final Plat For JCCC CDL Training Facility, Located Northeast Of The Intersection Of W. 191st Street And Montrose Street, Edgerton, Kansas.

Background/Description of Item:

The City of Edgerton has received Application FP2023-0016 for the Final Plat of *JCCC CDL Training Facility*, located at northeast of the intersection of W. 191st Street and Montrose Street. This Final Plat request will establish lot lines for one (1) L-P (Logistics Park) zoned lot and will dedicate land for public easements and right-of-way. The overall plat area includes a total of 10.05 acres, 9.14 acres of which are Lot 1.

The subject property was rezoned to the L-P (Logistics Park) District in September 2021 (Ord. 2095) and a Preliminary Plat (PP2023-0100) and Final Site Plan (FSP2023-0100) for the subject property were approved by the Planning Commission on December 12, 2023. This Final Plat was also approved by the Planning Commission at the December 12, 2023 meeting. This request will convert the two (2) existing parcels into one (1) platted lot, with land dedicated for public right-of-way and drainage and utility easements.

City staff has reviewed the Final Plat submittal for conformance with the approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. The applicant's engineer will update the Final Plat as required by stipulations listed in the staff report prior to the Final Plat being recorded with the County. This Final Plat has been reviewed by the City Engineer and found to be in compliance with City Code requirements.

The Planning Commission voted to recommend approval of the Final Plat (FP2023-0016) for *JCCC CDL Training Facility* with a 3-0 vote at their meeting on December 12, 2023.

Related Ordinance(s) or Statue(s): K.S.A. 12-741, K.S.A 12-749, K.S.A. 12-752.

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Application FP2023-0016, Final Plat For JCCC CDL Training Facility, Located Northeast Of The Intersection Of W. 191st Street And Montrose Street, Edgerton, Kansas.

Enclosed:

- Revised Final Plat dated November 28, 2023.
- FP2023-0016 Staff Report from December 12, 2023 Planning Commission
- Excerpt of December 12, 2023 Planning Commission Meeting Draft Minutes – Final Plat of JCCC CDL Training Facility portion only.

Prepared by: Zachary Moore, Development Services Director

FINAL PLAT OF
JCCC CDL TRAINING FACILITY
PART OF SE 1/4, SW 1/4 SECTION 35, TOWNSHIP 14S, RANGE 22E
A SUBDIVISION IN EDGERTON, JOHNSON COUNTY, KANSAS

PLAT DEDICATION:

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "JCCC CDL TRAINING FACILITY".

THE UNDERSIGNED PROPRIETOR OF SAID PROPERTY SHOWN ON THIS PLAT DOES HEREBY DEDICATE FOR PUBLIC USE AND PUBLIC WAYS AND THOROUGHFARES, ALL PARCELS AND PARTS OF LAND INDICATED ON SAID PLAT AS STREETS, TERRACES, PLACES, ROADS, DRIVES, LANES, PARKWAY, AVENUES AND ALLEYS NOT HERETOFORE DEDICATED, WHERE PRIOR EASEMENT RIGHTS HAVE BEEN GRANTED TO ANY PERSON, UTILITY OF CORPORATION ON SAID PARTS OF THE LAND SO DEDICATED, AND ANY PIPES, LINES, POLES AND WRES, CONDUITS, DUCTS OR CABLES HERETOFORE INSTALLED THEREUPON AND THEREIN ARE REQUIRED TO BE RELOCATED, IN ACCORDANCE WITH PROPOSED IMPROVEMENTS AS NOW SET FORTH, THE UNDERSIGNED PROPRIETOR HEREBY ABSOLVES AND AGREES TO INDEMNIFY THE CITY OF EDGERTON, KANSAS, FROM ANY EXPENSE INCIDENT TO THE RELOCATION OF ANY SUCH EXISTING UTILITY INSTALLATIONS WITHIN SAID PRIOR EASEMENT.

AN EASEMENT OR LICENSE TO ENTER UPON, LOCATE, CONSTRUCT, USE AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF CONDUITS, WATER, GAS, SEWER PIPES, POLES, WIRES, DRAINAGE FACILITIES, IRRIGATIONS SYSTEMS, DUCTS AND CABLES, AND SIMILAR FACILITIES, UPON, OVER AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" (UE) OR "DRAINAGE EASEMENT" (DE) IS HEREBY GRANTED TO THE CITY OF EDGERTON, KANSAS WITH SUBORDINATE USE OF THE SAME BY OTHER GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES AS MAY BE AUTHORIZED BY STATE LAW TO SUE SUCH EASEMENT FOR SAID PURPOSES, UTILITY EASEMENTS SHALL BE KEPT CLEAR OF OBSTRUCTIONS THAT IMPAIR THE STRENGTH OF, INTERFERE WITH THE USE/OR MAINTENANCE OF PUBLIC UTILITIES LOCATED WITHIN THE EASEMENT.

APPROVALS:

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS ON THE _____ DAY OF _____ 2023.

DAVID HAMBY, CITY ENGINEER

JEREMY LITTLE, SECRETARY

APPROVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS ON THE _____ DAY OF _____ 2023.

DONALD ROBERTS, MAYOR

ALEXANDRIA CLOWER, CITY CLERK

APPROVED BY THE ZONING ADMINISTRATOR ON THE _____ DAY OF _____ 2023.

ZACHARY MOORE, ZONING ADMINISTRATOR

EXECUTION:

IN TESTIMONY WHEREOF, THE UNDERSIGNED PROPRIETOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS _____ DAY OF _____

JOHNSON COUNTY COMMUNITY COLLEGE, A COMMUNITY COLLEGE
ITS PRESIDENT

JOHNSON COUNTY COMMUNITY COLLEGE

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

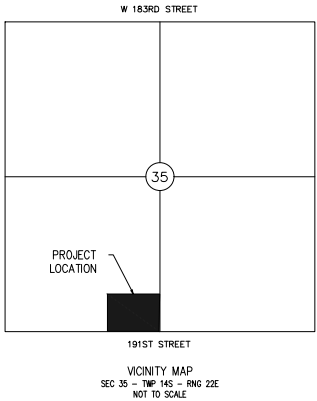
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2023, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, CAME _____ TO ME KNOWN PERSONALLY, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE _____ OF JOHNSON COUNTY COMMUNITY COLLEGE, A COMMUNITY COLLEGE AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID JOHNSON COUNTY COMMUNITY COLLEGE, AND SAID _____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE THE DAY AND YEAR LAST ABOVE WRITTEN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN SAID JOHNSON COUNTY, MISSOURI, THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

NOTARY PUBLIC



OWNER:

JOHNSON COUNTY COMMUNITY COLLEGE
12345 COLLEGE BLVD.
OVERLAND PARK, KS 66210

JCCC CDL DRIVING TRAINING CENTER
30752 WEST 191ST STREET
EDGERTON, KS 66630

RECORD SOURCE DESCRIPTION: (PER TITLE COMMITMENT)

TRACT I:

ALL OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS, SUBJECT TO THAT PART, IF ANY, IN STREETS, ROADWAYS, HIGHWAYS OR OTHER PUBLIC RIGHTS-OF-WAY.

EXCEPT THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 2-INCH ALUMINUM CAP STAMPED "JOHNSON COUNTY SECTION CORNER" FOUND IN CONCRETE AT THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 02 DEGREES 14 MINUTES 42 SECONDS WEST 665.01 FEET TO A NAIL FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 35 FROM WHICH A FOUND 1/2-INCH REBAR BEARS SOUTH 01 DEGREES 23 MINUTES 12 SECONDS WEST 5.05 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 52 SECONDS WEST 329.00 FEET TO THE SOUTHWEST CORNER OF SAID WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 36 MINUTES 52 SECONDS WEST 328.69 FEET TO A 1/2-INCH REBAR FOUND AT THE SOUTHWEST CORNER OF SAID WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE NORTH 02 DEGREES 12 MINUTES 26 SECONDS WEST 664.65 FEET TO A 1/2-INCH REBAR FOUND AT THE NORTHWEST CORNER OF SAID WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE NORTH 88 DEGREES 30 MINUTES 28 SECONDS EAST 328.50 FEET TO A 1/2-INCH REBAR FOUND AT THE NORTHEAST CORNER OF SAID WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE SOUTH 02 DEGREES 13 MINUTES 24 SECONDS EAST 665.27 FEET TO THE POINT OF BEGINNING, SUBJECT TO THAT PART, IF ANY, IN STREETS, ROADWAYS, HIGHWAYS OR OTHER PUBLIC RIGHT-OF-WAYS.

TRACT II:

ALL OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS, SUBJECT TO THAT PART, IF ANY, IN STREETS, ROADWAYS, HIGHWAYS OR OTHER PUBLIC RIGHTS-OF-WAY.

EXCEPT THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 2-INCH ALUMINUM CAP STAMPED "JOHNSON COUNTY SECTION CORNER" FOUND IN CONCRETE AT THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 02 DEGREES 14 MINUTES 42 SECONDS WEST 665.01 FEET TO A NAIL FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 35 AND THE POINT OF BEGINNING, FROM WHICH A FOUND 1/2-INCH REBAR BEARS SOUTH 01 DEGREES 23 MINUTES 12 SECONDS WEST 5.05 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 52 SECONDS WEST 329.00 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE NORTH 88 DEGREES 30 MINUTES 28 SECONDS EAST 328.74 FEET TO A 1/2-INCH REBAR FOUND AT THE NORTHEAST CORNER OF SAID EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE SOUTH 02 DEGREES 14 MINUTES 42 SECONDS EAST 665.88 FEET TO THE POINT OF BEGINNING, SUBJECT TO THAT PART, IF ANY, IN STREETS, ROADWAYS, HIGHWAYS OR OTHER PUBLIC RIGHT-OF-WAYS.

CONSOLIDATED BOUNDARY DESCRIPTION:

ALL THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE S88°38'55"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 658.53 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE N02°10'18"W, ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, 664.77 FEET TO THE TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE N88°34'54"E, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, 657.55 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE S02°15'18"E, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, 665.55 FEET TO THE POINT OF BEGINNING, CONTAINING 10.047 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT ON THE 29TH DAY OF SEPTEMBER 2023, THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS" FOR BOUNDARY SURVEYS PURSUANT TO K.S.A. 74-7057.

FOR REVIEW

DATE OF PLAT OR MAP: SEPTEMBER 2023

ROCKY E. GARD K.S. L.S. No. 1617



TALAIFERRO & BROWNE, INC.
CONSULTING ENGINEERS-SURVEYORS
1020 E. 8th STREET, KANSAS CITY, MO., 64106
816-283-3456 FAX 816-283-0810

SUBMITTAL DATE: 11-28-2023

SHEET 1 OF 2

EXISTING RIGHT-OF-WAY & STREET GRADES		
STREET	ORDINANCE NO.	DATE
W. 191ST STREET	ESMT. ROAD PACKET NO. 1, PG. 4	1867

FINAL PLAT OF JCCC CDL TRAINING FACILITY

A SUBDIVISION IN EDGERTON, JOHNSON COUNTY, KANSAS

PART OF SE 1/4, SW 1/4 SECTION 35, TOWNSHIP 14S, RANGE 22E

HORIZONTAL AND VERTICAL DATUM:
UNLESS OTHERWISE NOTED THE COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON THE MISSOURI STATE PLANE, WEST ZONE (NAD 1983/HARN) (NAVD 1988) CAF: 0.999946694

1 METER = 3.28083333 U.S. SURVEY FEET
GROUND COORDINATES X COMBINED ADJUSTMENT FACTOR (CAF) = GRID COORDINATES
SCALED AROUND 0.0

NCS-BULL
NORTHING: 183103.52 GRID (METERS) 183113.28 GROUND (U.S. SURVEY FEET)
EASTING: 2193385.91 GRID (METERS) 2193502.83 GROUND (U.S. SURVEY FEET)
ELEV = 297.87 977.27

TITLE COMMITMENT:
STEWART TITLE GUARANTY COMPANY
FILE NO.: 1926803-2
COMMITMENT DATE: OCTOBER 4, 2023 AT 8:00 AM

SCHEDULE B ITEMS:
1-2. (NOT A SURVEY ITEM)

3. EASEMENT GRANTED TO KANSAS CITY POWER AND LIGHT COMPANY, AS MORE FULLY SET FORTH IN THE INSTRUMENT RECORDED 12/15/1950 AS DOCUMENT NO. 412363 IN MISC. BOOK 48 AT PAGE 50, AS AFFECTED BY PARTIAL DISCLAIMER, AS MORE FULLY SET FORTH IN THE INSTRUMENT RECORDED 12/28/1971 AS DOCUMENT NO. 899877 IN MISC. BOOK 228 AT PAGE 185. (AFFECTS SURVEYED PARCEL AND IS PLOTTED AND SHOWN, EASEMENT IS BLANKET ACROSS THE ENTIRE PARCEL EXCEPT THE 5 FOOT WIDE STRIP OF LAND LYING NORTH OF AND ADJACENT TO THE NORTH RIGHT-OF-WAY LINE OF 191ST STREET)

4. (NOT A SURVEY ITEM)

SURVEYOR NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON WAS GAINED FROM STEWART TITLE GUARANTY COMPANY FILE NO.: 1926803-2, COMMITMENT DATE: OCTOBER 4, 2023 AT 8:00 AM.

2. THIS SURVEY IS BASED ON THE DESCRIPTION CONTAINED IN THE ABOVE STATED TITLE COMMITMENT.

3. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

4. UNLESS OTHERWISE NOTED THE COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON THE MISSOURI STATE PLANE, WEST ZONE (NAD 1983/HARN) (NAVD 1988).

5. THIS PLAT IS BASED UPON KAW VALLEY ENGINEERING SURVEY, PROJECT NO. C23_1654, DATED MARCH 23, 2023. FIELD VERIFIED BY TALIAFERRO & BROWNE SEPTEMBER 29, 2023.

6. ACCURACY STANDARD: TYPE URBAN

PREPARED FOR:

JOHNSON COUNTY COMMUNITY COLLEGE
12345 COLLEGE BLVD.
OVERLAND PARK, KS 66210

CLOSURE CALCULATIONS:
PERIMETER: 2,646.40' AREA: 437,657.18 SQ. FT.
ERROR CLOSURE: 0.003 COURSE: N26° 45' 29"W
ERROR NORTH: 0.003 EAST: -0.001
PRECISION: 1: 882,133

FLOOD PLAIN NOTE:

THE SURVEYED PARCEL LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DETERMINED BY FEMA FLOOD INSURANCE RATE MAP NUMBERS 20091C0190 & 20091C0120G, WITH AN EFFECTIVE DATE OF AUGUST 3, 2009. LOCATION DETERMINED BY A SCALED GRAPHICAL PLOT OF THE FLOOD INSURANCE RATE MAP.

LEGEND:

- BENCHMARK
- CONTROL POINT
- △ SECTION CORNER
- 1/2"x24" REBAR W/CLS 20 CAP SET (UNLESS NOTED OTHERWISE)
- MONUMENT FOUND ORIGIN UNCERTAIN UNLESS OTHERWISE NOTED
- ③ SCHEDULE B IDENTIFIER
- ▨ NEW RIGHT-OF-WAY DEDICATED BY THIS PLAT.

SURVEYOR'S CERTIFICATION:
THIS IS TO CERTIFY THAT ON THE 29TH DAY OF SEPTEMBER 2023, THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS" FOR BOUNDARY SURVEYS PURSUANT TO K.S.A. 74-7037.

DATE OF PLAT OR MAP: SEPTEMBER 2023

FOR REVIEW

ROCKY E. GARD K.S. L.S. No. 1617



TALIAFERRO & BROWNE, INC.
CONSULTING ENGINEERS-SURVEYORS
1020 E. 8th STREET, KANSAS CITY, MO. 64106
816-283-3456 FAX 816-283-0810

JCCC CDL DRIVING TRAINING
CENTER 30752 WEST 191ST
STREET EDGERTON, KS 66630

SHEET 2 OF 2

SUBMITTAL DATE: 11-28-2023

JCCC CDL TRAINING FACILITY

Application FP2023-0016

Northeast of the intersection of W. 191st Street and Montrose Street

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of a Final Plat located northeast of the intersection of W. 191st Street and Montrose Street.

Owner and Applicant

Tom Hall, Agent of
Johnson County
Community College

Existing Zoning and Land Use

The property was rezoned to City of Edgerton L-P (Logistics Park) District on September 9, 2021 (Ord. 2095 and 2096). The property is currently vacant.

Parcel Size

10.05 acres

Staff Report Prepared by

Chris Clinton



BACKGROUND

1. Proposal

This Final Plat request is being made in preparation for the development of a Commercial Driver's License (CDL) training facility. The proposed plat is combining two (2) parcels into one (1) lot for development in the L-P (Logistics Park) District, containing 10.05 acres with approximately 1.97 acres being dedicated as a drainage easement. Other development requirements and details of proposed improvements will be provided in Final Site Plan Application FS2023-0100, which is included on the December 12, 2023 agenda. A Final Plat is required prior to commencement of any improvements to the property per Section 13.3.F of the Unified Development Code (UDC).

2. Subject Site History

The 10.05-acre subject property was annexed on June 10, 2021 (Ordinance 2081) and was rezoned to the L-P (Logistics Park) District on September 9, 2021 (Ordinance 2095). These parcels were created when the northern portions of each parcel were platted as part of the JB Hunt expansion which was approved by the Governing Body on September 22, 2022 (FP2021-04). The subject property remains unplatted and no development applications have been submitted for the property previously.

FINAL PLAT REVIEW

City staff has reviewed the Final Plat submittal for compliance with the requirements in Section 13.3.G of Article 13 of the Edgerton UDC. The document proposes combining two (2) parcels into one (1). As part of the one (1) lot, a stormwater detention area is shown to capture all the stormwater created by the development. The detention area is shown as an easement on the final plat. There are wetlands on the subject property, and the property owner has received approval from the Army Corps of Engineers to fill those wetlands. If any additional utilities are needed for the site, additional easements may be required. The applicant will need to ensure that the provided document meets the requirements for Johnson County Subdivision Plat recording, and upon approval of the Governing Body, the applicant will need to submit a signed and sealed copy of the plat to be recorded. Staff's review of the Final Plat identified the following revisions that must be made to the plat prior to recording, which are listed below, and are included as stipulations of staff's recommendation.

- A. The legal description must be revised to contain the surveyor's information and the date the legal description was prepared.
- B. The signature block of the property owner must be updated to include the name of the signee on behalf of Johnson County Community College.
- C. The signature block for the Planning Commission must be revised to remove the City Engineer from the block, add the Planning Commission Chair, and the correct name of the Secretary needs to be added.
- D. Section corner reports must be provided.
- E. The lot information table must be revised to include the setbacks and building envelope.

NOTICE OF CITY CODES AND PERMITS

The Applicant is subject to all applicable City codes – whether specifically stated in this report or not – including, but not limited to, Zoning, Buildings and Construction, Subdivisions, and Sign Code. The Applicant is also subject to all applicable local, State, and Federal laws.

Various permits may be required in order to complete this project and the project may also be subject to obtaining permits and/or approvals from other local, County, State, or Federal agencies.

DOCUMENTS INCLUDED IN PACKET

Sheet #	Title	Date on Document
Application	Application for FP2023-0016	10/24/2023
1	Final Plat	11/28/2023

STAFF RECOMMENDATION

City Staff recommends approval of Final Site Plan **Application FP2023-0016 JCCC CDL Training Facility**, subject to the following stipulations:

1. The commencement of any improvements shall not occur prior to the approval and endorsement of the Final Plat by the Governing Body and the submittal and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the Final Plat.
2. The applicant must meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton UDC, and all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton UDC.
3. Prior to issuance of a building permit, the following must occur:
 - a. The Stormwater Management Plan must be approved by the City Engineer.
 - b. The lot information table must show the setbacks, lot area, and the building envelope.
 - c. The City Engineer must be removed from the signing block, the Planning Commission Chair added, and the Secretary's name revised to the current Secretary. .
 - d. The name of the signee on behalf of Johnson County Community College must be added to the signature block.
 - e. Section corner reports must be provided.

Note: For application FP2023-0016 the Planning Commission will be the approving authority for the application. However, the Governing Body must accept all dedication of land for public use, and the Final Plat will be presented to the Governing Body on January 11, 2024.

Mr. Zachary Moore, Development Services Director, spoke before the Commission. He stated the request is for a Preliminary Plat for one (1) lot that is just east of the intersection of 191st Street and Montrose Road. The subject property was annexed in June of 2021 and rezoned to L-P (Logistics Park) in September of 2021 and has remained undeveloped since. The Preliminary Plat is proposed to accommodate the development of a CDL training facility and a Final Plat and Final Site Plan are also on this agenda. The Unified Development Code (UDC) requires a Preliminary Plat be approved prior to a Final Plat. The applicant is proposing of combining two (2) parcels into one (1) 9.14 acre lot with the remainder as dedicated right-of-way. The Preliminary Plat also indicates the location of proposed utility and drainage easements. There are minor clerical revisions needed on the Preliminary Plat.

Mr. Moore stated the revisions are included as stipulations of staff's recommendation of approval.

Commissioner Crooks asked who the property owner is to the north of the subject property. Mr. Moore answered that JB Hunt owns that property. Commissioner Crooks verified that JB Hunt is not landlocked. Mr. Moore replied that is correct and JB Hunt is finishing construction on their expansion.

Commissioner Crooks moved to approve Preliminary Plat application PP2023-0100 for JCCC CDL Training Facility with the following stipulations:

1. The Stormwater Management Plan must be approved by the City Engineer.
2. The lot information table must show the setbacks, lot area, and the building envelope.
3. The correct name of the current Secretary of the Planning Commission must be added to the signature block.
4. The legal description must contain the surveyor's information who prepared it along with the date of preparation.
5. The Preliminary Plat must be signed and sealed.

Commissioner Draskovich seconded the motion. Preliminary Plat application PP2023-0100 was approved with the stipulations, 3-0.

7. **FP2023-0016: FINAL PLAT APPLICATION FOR JOHNSON COUNTY COMMUNITY COLLEGE COMMERCIAL DRIVER'S LICENSE TRAINING FACILITY NOtheast OF THE INTERSECTION OF MONTROSE STREET AND W. 191ST STREET**

Mr. Fox approached the Commission. He said the only difference between the Final and Preliminary Plat is that the Final Plat shows all the final metrics. There are no design or measurement changes between the two (2) applications.

Mr. Moore spoke to the Commission. He stated this application is very similar to Preliminary Plat (PP2023-0100) that was just approved. The Final Plat shows one (1) lot and dedicates public easements and public rights-of-way. The subject property is east of the intersection 191st Street and Montrose Road and was annexed in June of 2021 then rezoned to L-P (Logistics Park) in September of 2021. The Final Plat will set the easements and lot lines of the property. The shown 25-foot setback on the north, east, and west property lines meet the requirements set by the UDC, and the 50-foot building setback on the south property

meets the requirements. He stated staff recommends approval of this application with the following stipulations:

1. The legal description must be revised to contain the surveyor's information and the date the legal description was prepared.
2. The signature block of the property owner must be updated to include the name of the signee on behalf of JCCC.
3. The signature block for the Planning Commission must be revised to remove the City Engineer from the block, add the Planning Commission Chair, and the correct name of the Secretary needs to be added.
4. Section corner reports must be provided.
5. The lot information table must be revised to include the setbacks and building envelope.

Commissioner Draskovich moved to recommend approval of Final Plat application FP2023-0016 for JCCC CDL Training Facility with the stipulations to the Governing Body. Commissioner Crooks seconded the motion. Final Plat application FP2023-0016 was recommended for approval with the stipulations to the Governing Body.

8. **FSP2023-0100: FINAL SITE PLAN APPLICATION FOR JOHNSON COUNTY COMMUNITY COLLEGE COMMERCIAL DRIVER'S LICENSE TRAINING FACILITY NOTHEAST OF THE INTERSECTION OF MONTROSE STREET AND W. 191ST STREET**

Mr. Fox addressed the Commission. He stated the site includes a proposed 3,000 square foot building to be used for a new CDL training facility for Johnson County Community College with classroom space, restrooms, offices, 30 parking spaces, nine (9) instructional and testing pads with supporting paving and site improvements. The anticipated occupancy is 24 students and five (5) faculty and staff members. Mr. Fox showed the location of the training pads on the site. He identified the pads on the site plan and stated they will be asphalt with striping painted for training and testing purposes. There are some future pads shown on the site plan for possible expansion in the future. One (1) concrete pad closest to the building that will also be used for storage of equipment. The pad will be concrete so it will hold up better than the asphalt pads. Access to the site will be from 191st Street with a manual swing gate on the access drive. The gate will be locked with a pad lock and a Knox box will be provided for emergency services to access the site if the gate is closed. A landscape buffer will be provided around the entire site to help provide screening.

Commissioner Crooks inquired as to why asphalt was being used for the training pads and not concrete. Mr. Fox answered the cost of concrete would make the project unfeasible and cementitious subgrade will be used to help the asphalt hold up. Commissioner Crooks asked how long the asphalt pads will last. Mr. Fox replied that their best estimates around 20 years of use before the asphalt pads will need to be replaced. Mr. Sells explained the subgrade and how it will help the asphalt maintenance. He said the challenge of this site is to meet the grades to help with stormwater drainage and the cementitious subgrade will help with that. Commissioner Crooks stated he does not believe the asphalt will last 20 years. Mr. Fox stated they will be using the best subgrade possible to help the asphalt last that long.

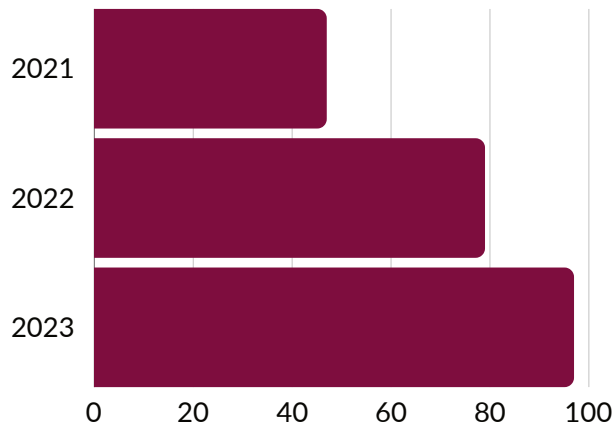
Mr. Fox explained the floor plan of the proposed building. He stated entry would be through a vestibule and there would be a double and a single office for faculty and staff. A breakroom



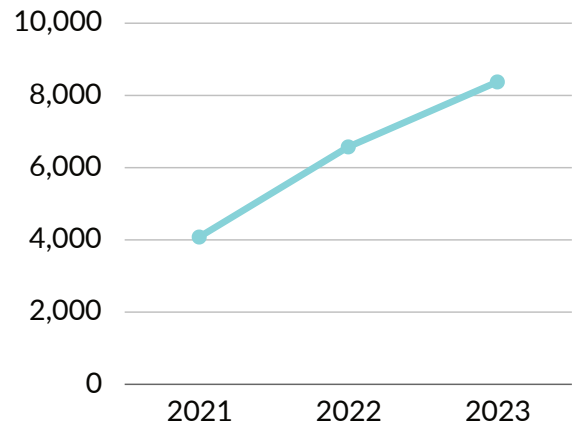
Parks & Recreation Annual Review

2023 Events &
Programming
Recap

Total Programs & Events Offered



Total Attendance



Programs Offered:

17 Events, including 7 partner events

13 Family Programs

37 Youth Programs

14 Adult Programs*

16 Senior Programs

*Teens are able to come to many of the
“adult” programs and also youth programs



New Successful Programs

- Sweetheart Boogie
- Spring Break Daily Activities
- PopUp Easter Egg Hunt
- Summer Donuts & Yard Games
- Succulent Class
- Summer Kid Chefs
- Out of School Ice Cream Party
- Back to School Glow Foam Party
- Christmas Music BINGO



Parks & Recreation Annual Review

2023 Events &
Programming
Recap

Programs Continuing to Grow:

- Tales for Tots
- Senior Lunch
- Crafting Classes
- Cooking Classes
- Animal Wonders
- Dog Bite Prevention Class
- Kids Night Out
- Senior Friday Dominoes

Staffing

Public Works has been great with helping to build things to make our events better!

This year they have built: A toilet toss game for the Edgerton Elementary School Carnival, a s'mores table for Meat Inferno, and a Santa chair and new lighting switch box for the Mayor's Christmas Tree Lighting.



2024 Goal

Continuing to grow participation in our community in recreation and meet the needs of all ages and interests.

You're Invited!

These are just a few of the events coming up in 2024!
Please save the date!

2/3: Puzzle Palooza

2/9: Sweetheart Boogie

3/?: Pop Up Easter Egg Hunt

3/11-3/15: Spring Break
Activities

Starting 3/18: Step Into Spring
Step Challenge

5/11: 80's Movie Night

6/1: Summer Kickoff Block Party

6/14-15: Frontier Days*
*hosted by Frontier Days Assn.

7/3: 3rd of July

7/19: Blockbuster Movie Night

9/21: Cops N Bobbers & A Little
Spooky Movie Night





EDGERTON
global routes. local roots.

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

DATE: December 14, 2023

TO: Mayor and City Council Members

FROM: Beth Linn, City Administrator
Kara Banks, Marketing and Communications Manager
Alex Clower, City Clerk

SUBJECT: Legal Publications Research Results

On November 9, City Council directed Staff to investigate options for the City's legal publications. State statute KS 12-1651 requires cities of the second and third classes to designate an official city newspaper. The newspaper must have the following qualifications:

- (1) It must be published at least weekly 50 times each year and have been so published for at least one year prior to the publication of any official city publication.
- (2) It must be entered at the post office of publication as second-class mail matter.
- (3) More than 50% of the circulation must be sold to the subscribers either on a daily, weekly, monthly or yearly basis.
- (4) It shall have general paid circulation on a daily, weekly, monthly or yearly basis in the county and shall not be a trade, religious or fraternal publication.

Under those requirements, the City of Edgerton has three options for official city newspapers: The Gardner News, The Kansas City Star, and The Legal Record. Staff reviewed costs for each of these papers using three different types of publications: a short ordinance summary, the City's annual budget publication, and a codes violation publication.

	Subscription Cost	Ordinance Summary	Budget Publication	Codes Violation Notice
Gardner News	\$59/year	\$34	\$76	\$149
KC Star	\$220/year	\$32	\$68	\$52
Legal Record	\$334/year	\$4	\$26	\$20

Lastly, the Kansas Attorney General's Office released an opinion in July that allows cities of the second and third class to use Home Rule powers to opt out of the publication requirements because the statute does not uniformly apply to cities across the state. The City would still be required to publish budget documents and hearing notifications and other certain legal actions because those notifications fall under other statutes that do apply uniformly to all cities in Kansas.