

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
October 18, 2018
7:00 P.M.**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Brown ____ Conus ____ Lewis ____ Smith
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Approve Minutes for September 27, 2018 Regular City Council Meeting
5. Approve Final Acceptance of 181st Street Phase II Project and Authorize Final Payment to Clarkson Construction Company

Regular Agenda

6. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
7. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

Business Requiring Action

8. **CONSIDER THE REPLACEMENT OF THE SIDING AND WINDOWS AT THE EDGERTON COMMUNITY MUSEUM**

Motion: _____ Second: _____ Vote: _____

9. **CONSIDER ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS AND ROAD RIGHT-OF-WAY NEEDED FOR CONSTRUCTING HOMESTEAD LANE/207TH STREET IMPROVEMENTS AND ASSOCIATED IMPROVEMENTS**

Motion: _____ Second: _____ Vote: _____

10. **Report by the City Administrator**

- November City Council meeting schedule

11. **Report by the Mayor**

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

- October 25th: 7PM – City Council

- October 28th: 7PM – Halloween Party
- November 8th: 7 PM – City Council Meeting
- November 13th: 7 PM – Planning Commission
- November 21st: Noon – Senior Lunch
- November 22nd: 7 PM – City Council Meeting
- November 22nd and 23rd – Thanksgiving, City Offices Closed

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

City of Edgerton, Kansas
Minutes of City Council Regular Session
September 27, 2018

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on September 27, 2018. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Assistant City Administrator Scott Peterson
	City Clerk Rachel James
	City Attorney Lee Hendricks
	Development Services Director Katy Crow
	Finance Director Karen Kindle
	Public Works Director Dan Merkh
	Public Works Superintendent Trey Whitaker
	Parks & Rec. Coordinator Maddie Becker
	Parks Maintenance Bob McVey
	Utility Superintendent Mike Mabrey

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- 4.** Approve Minutes for September 13, 2018 Regular City Council Meeting
- 5.** Consider Approval or Resolution No. 9-27-18A Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to Be Prepared In Compliance With The Cash Basis and Budget Laws Of The State Of Kansas

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

Motion was approved, 4-0.

REGULAR AGENDA

- 6. Public Comments.** Pam Finley, 37760 W. 159th Street, Edgerton KS addressed the Council and the Public as she is running for Kansas House 43. Ms. Finley stated she is retired from teaching and has the time and the passion to work for the citizens of Edgerton and Gardner in Topeka. Ms. Finley asked for the community's support in November.
- 7. Declaration.** None.
- 8. Request for Donation from Cops 'N Bobbers Fishing Derby**

Beth Linn, City Administrator, introduced the request for \$750, as well as an additional request for \$250 for shirt sponsorship, totaling \$1000, on behalf of the Johnson County Sherriff's Department.

Mayor Roberts asked if the shirts are specific to the Derby. Ms. Linn confirmed the shirts are specifically for the Derby and that the Edgerton Parks and Recreation logo would be included on the Cops 'N Bobbers t-shirts.

Motion by Longanecker, Second by Smith to approve \$1000 donation to the Cops 'N Bobbers Fishing Derby.

Motion was approved 4-0.

BUSINESS REQUIRING ACTION

- 9. CONSIDER AN AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S DEPARTMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2019 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT**

Beth Linn, City Administrator, introduced the agreement with the Sheriff's Department. The 2019 services described are identical to services provided in recent years. The agreement states that the level of service shall generally be the same that is provided for the unincorporated area of the County by the Sheriff with the specific agreement that such services shall be provided within the Edgerton District on a full-time basis, twenty-four (24) hours a day. A fully-manned patrol car shall be stationed in the Edgerton District and an additional fully-manned patrol car or patrol cars shall be available from adjacent districts. As part of the agreement, the City must provide the Sheriff with sufficient advance notice of events requiring additional patrol with the notation that additional costs could be incurred for these events.

The City will provide (a) an attorney serving as municipal judge; (b) an attorney to prosecute all contested cases; and (c) a designated qualified court clerk to supervise the court docket and take responsibility for all court records.

Councilmember Lewis questioned where the five percent increase in cost came from. Ms. Linn answered that the cost for patrolling, cost of position, cost of vehicle, and share of operating costs have increased along with yearly inflation.

Councilmember Longanecker asked how much the price increased in the previous year. Karen Kindle, Finance Director, responded seven and a half percent.

Mayor Roberts stated that Staff met with the Sheriff because the contract quote was originally a 13 to 15 percent increase.

Councilmember Conus asked if Staff and the Mayor negotiated with the Sheriff's Department. Mayor Roberts responded that they had asked the Sheriff to double check the quoted numbers to make sure they were accurate.

Mayor Roberts also stated that he expects continued increases over the next couple of years. He reminded Council to take into account the wage of a Deputy has increased due to difficulty in filling the positions as well as increasing costs of benefits like health insurance. Mayor Roberts also highlighted the capabilities of the Sheriff's Department which includes the crime lab and detectives.

Motion by Longanecker, Second by Smith to approve agreement with Johnson County Sheriff's Department for the provision of Law Enforcement Services for fiscal year 2019 and authorize the Mayor to execute the agreement.

Motion was approved 4-0.

10. CONSIDER APPROVAL OF BALL FIELD RULES AND REGULATIONS AT MARTIN CREEK PARK

Scott Peterson, Assistant City Administrator, introduced the proposed rules and regulations at the Martin Creek Park Ball Fields.

The Ball Fields have been fully updated with the approved 2017 CIP funds from Council with the exception of over seeding, which will be completed subject to the seeding schedule.

The following proposed rules are to be included on signage that will be posted at each ball field: (1) Fields are open every day from 8am-8pm; (2) Please follow the City's Inclement Weather Policy; (3) No pets allowed on the field; (4) No smoking or outside food and beverage other than water on the field; (5) No alcohol; (6) No glass containers.

Additionally, City Staff proposes the following rules, regulations, and field use policies should be included on the website: (1) Maximum practice reservation time of 2 hours; (2) Field only available to be reserved two weekdays per week; (3) Practice items are allowed as long as they do not damage the fields (No electricity available at the fields); (4) Field One is available for open play on a first come, first serve basis; (5) Field Two is only available upon reservation made at City Hall; (6) Deposit at the beginning of the season; (7) If you have a field reserved for practice, an adult or coach from the team will come to City Hall the day of the practice to pick up a key to the field and drop it back off the next day at City Hall or in the drop box outside; (8) Field Use Policies: (a) Do not use the fields when there is standing water; (b) you assume responsibility for any damages to the field upon reservation.

Councilmember Longanecker wanted more detail on the City's Inclement Weather Policy. Mr. Peterson stated that the policy is being developed based on similar policies in other jurisdictions but at the core of the policy it would be no playing if there is lightening, etc.

Councilmember Conus asked if Field Two is only available for league play. Mr. Peterson responded that play on Field Two is by reservation only. Maddie Becker, Parks & Recreation Coordinator, added that the deposit would be collected when the team or coach is filling out their reservation form. Councilmember Conus inquired as to the process for when the field is rented for the weekend. Ms. Becker responded that it would be similar to the process of renting City Hall with picking up the keys on Friday and returning the keys via the Drop Box in front of City Hall when play is completed.

Mayor Roberts wanted to know if there would be a difference in the rules for each field. Mr. Peterson stated City Staff wanted to make sure one field was dedicated for general public use at all times, so Field One will be designated as 'open play'. Mayor Roberts asked how City Staff would be able to hold people accountable if there are no reservations for Field One. Mr. Peterson stated that the City would follow an 'Honesty Policy' and hopefully people after would report damage.

Councilmember Lewis questioned how they would guarantee people would lock Field Two back up. Mr. Peterson said that staff could check the field the next business day after the rental reservation. Councilmember Lewis asked how staff would be able to tell what team or group caused damage with back-to-back rentals. Beth Linn, City Administrator, stated that back-to-back rentals would be handled similar to how City Hall rentals are handled during the holiday season and the honor system would be employed. She stated that she hoped the team who arrives and sees damage would call and let the City know. Councilmember Lewis asked if the field was trashed, how would that fall back on a team. Ms. Linn reiterated the honor system is the system we will have for now and that hopefully teams will report damage and lock up the fields.

Mayor Roberts asked if the fields have had problems with vandalism in the past. Bob McVey, Parks & Recreation, stated that there has been a history of people "yard farming" which is people taking motorcycles or dirt bikes out onto the fields and driving around to dig deep tire tracks and ruin the field.

Mayor Roberts asked the total of the actual investment. Mr. McVey answered around \$18,000.

Mayor Roberts asked about plans for tournaments. Mr. Peterson answered that based on what Mr. McVey has researched, there will need to be impaction testing on the fields for approval before a tournament to make sure if someone falls they have a less likelihood of getting a concussion. Other than that, for a tournament to take place there would need to be concessions and to confirm that the fields are physically ready for tournaments. Councilmember Lewis suggested that the fields could start as overflow for tournaments. Mayor Roberts requested that Staff determine how to market the fields for tournament use. Mr. Peterson stated that while residents have asked for tournaments, companies have not approached the City regarding tournament use.

Motion by Lewis, Second by Longanecker to approve Ball Field Rules and Regulations at Martin Creek Park.

Motion was approved 4-0.

11. CONSIDER PURCHASE OF A TRUCK FOR PUBLIC WORKS THROUGH THE MID AMERICA REGIONAL COUNCIL'S METRO VEHICLE BID LIST

Motion by Longanecker, Second by Smith to table the item until a later Council meeting.

Motion was approved 4-0.

12. CONSIDER PURCHASE OF A TRUCK FOR UTILITIES THROUGH THE MID AMERICA REGIONAL COUNCIL'S METRO VEHICLE BID LIST

Mike Mabrey, Utilities Superintendent, presented on the specifications of a utility truck that had been brought in front of the Council during the 2017 and 2018 Budget discussions. Mr. Mabrey briefed the Council on the Mid America Regional Council Metro Cooperative Vehicle Bid list and the various options Staff considered. Staff recommends the purchase of a 2019 Ford F-350 Crew Cab, 4x4, 60" Cab to Axle. This unit will be purchased through the MARC Cooperative purchasing pool through Shawnee Mission Ford for the cost of \$31,668. The remainder of the cost will be an Aftermarket Upfit from Kranz at a total of \$25,366 which includes: Emergency and Safety Lighting; Service Body (Crane Mounted) with HD Trailer Hitch; 4000 LBS Crane; Cab Guard, Spray-in Bed Liner Cargo area. The remainder of the allocated budget would be used for the purchasing of hand tools needed for an additional truck.

Councilmember Longanecker asked if the truck options, including the used options, came with the crane. Mr. Mabrey responded that any truck option would have to have the crane added.

Mayor Roberts provided a list of questions regarding the purchase for staff to answer:

Question 1: What is the need for the vehicle? Mr. Mabrey stated that the utilities crew is now a two-man crew with only one truck. If they need to respond to a water main break or something of a larger magnitude, it allows the crew to dispatch with more flexibility. Also, if they are out on a call and they need a sewer jetter then one of the crew could go get the jetter without taking the truck and tools. Mr. Mabrey stated that the 4-wheel drive vehicle had been selected due to the need to access easement and off-road greenspace areas. Additionally, Mr. Mabrey stated that during his tenure the need for a specialized utility vehicle has become more apparent.

Question 2: What is the need for the crane? Mr. Mabrey stated it would help in various situations but specifically for things like moving and lifting the lift station pump. The lift station pump is too heavy for staff to move on their own.

Question 3: Why was a 4-door truck selected? Mr. Mabrey stated that ease of use or bringing additional staff to site, as well as additional space for hauling tools, personal

protection equipment, and gear in the cab. The substantially larger interior space would also lead to a higher resale at the time of replacement. Mr. Mabrey stated that the used truck prices were similar even though the 4-door truck had higher mileage.

Question 4: How does the purchase of the truck fit Council goals? Mr. Mabrey stated that the purchase allows staff to show up and quickly work without making multiple trips. The additional utilities truck would make sure that utilities would no longer have to borrow a vehicle from Public Works.

Councilmember Longanecker asked if the truck would be gas or diesel. Mr. Mabrey stated that due to the frequency of starts and stops it would be better to have a truck that runs on gas.

Councilmember Longanecker asked if when the crane is fully extended, and at its most vulnerable, if the crane would be able to lift everything they needed it to. Mr. Mabrey answered that the crane could pull everything out but one set of pumps that is too heavy for the crane, even if it is not fully extended.

Councilmember Smith questioned if the crane mounts on the side of the utility truck. Mr. Mabrey responded in the affirmative and described the bed of the truck as a 4x9 with the crane mounted on a curb system and outfitted with outrigger.

Mayor Roberts stated that this truck was quite a bit more than other trucks. Mr. Mabrey responded that this is a specialized truck that is outriggered for utilities including the crane, safety lights, and extra money for tools needed to complete the specialized work.

Councilmember Smith asked if this truck would be used for everything? Mr. Mabrey confirmed that citizens would see it daily in town.

Councilmember Conus commented that he would like to compliment the mayor's questions. Mayor Roberts thanked him and confirmed that he wanted a detailed explanation of proposed spending.

Councilmember Longanecker stated that there is no purpose of buying a used truck. Mayor Roberts agreed that the better deal it to buy a truck with a warranty.

Motion by Longanecker, Second by Lewis approve purchase of a truck for Utilities not to exceed \$60,000 through the Mid America Regional Council's Metro Vehicle Bid List.

Motion was approved 4-0.

13. CONSIDER RESOLUTION 09-27-18B PURSUANT TO K.S.A.26-201 SETTING FORTH THE NECESSITY FOR CONDEMNATION OF PRIVATE PROPERTY AND AUTHORIZING PREPARATION OF A SURVEY AND LEGAL DESCRIPTIONS OF THE PROPERTY TO BE CONDEMNED

Beth Linn, City Administrator, presented on the 207th and Homestead Lane Project. The Project requires acquisition of rights-of-way and easements from several property owners

along the corridor. Requests to grant rights-of-way and easements were mailed to property owners on August 31, 2018 with a request to have signed easements or rights-of-way returned by October 1, 2018. Staff has met with or spoken to several of those property owners and continues to negotiate those easements.

Ms. Linn stated that Staff is continuing to negotiate with residents, but it is important to move forward with the descriptions of easements along the corridor. Handouts for tract 7 through tract 13 were distributed.

Lee Hendricks, City Attorney, described the process for condemnation. First, City Council would pass a Resolution and that is followed by an Ordinance. Hopefully, an agreement with residents will be reached.

Councilmember Longanecker stated that the City has been easy to deal with through this project. Mayor Roberts stated his agreement especially given the timeline of the project.

Motion by Lewis, Second by Longanecker to approve Resolution 09-27-18B Pursuant to K.S.A. 26-201 Setting Forth the Necessity for Condemnation of Private Property and Authorizing Preparation of a Survey and Legal Descriptions of the Property to be Condemned.

Motion was approved 4-0.

14. CONSIDER AN EXTENSION REQUEST FOR THE DEADLINE TO BRING THE TEMPORARY PARKING LOT APPROVED UNDER CU 2017-02 INTO COMPLIANCE WITH THE APPROVED FINAL SITE PLAN

Katy Crow, Development Services Director, introduced the request on behalf of Northpoint Development. They are requesting the deadline for bringing their temporary parking lot into compliance be extended. The CUP allowing the temporary gravel lot expired on August 24, 2018. At its time of expiration, NorthPoint was allowed 60 days to bring the temporary lot into compliance with the approved Final Site Plan or remove it. The City informed Northpoint on September 13, 2018 that the lot was not in compliance as it was lacking curb around the perimeter. NorthPoint requested 60 days from the date they were informed, or November 13, 2018.

Councilmember Longanecker asked why the Northpoint Representative was not at the meeting. Ms. Crow responded she did not know why but they were informed of the Council meeting.

Mayor Roberts stated he knew Ms. Crow has been working diligently to get everything closed out on the project.

Councilmember Conus stated he enjoyed reading the email exchange between Ms. Crow and Northpoint Development included in the packet.

Motion by Longanecker, Second by Smith to approve an extension request of the deadline to bring the temporary parking lot approved under CU 2017-02 into compliance with the approved Final Site Plan, from September 13, 2018 to November 13, 2018.

Motion approved 4-0.

15. CONSIDER AN AGREEMENT WITH GBA FOR CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES FOR THE 4TH STREET AND NELSON STREET PROJECT

Dan Merkh, Public Works Director, presented the item to Council stating that this is an agreement for construction inspection. Staff recommends third party inspections when BG Consultants designs the project. The City's purchasing policy allows the City to contract services/ professional services to be considered from a request from proposal (RFP) rather than standard bid process. Mr. Merkh stated that City has also worked with GBA previously and pleased with their work. GBA would be responsible for services such as performing inspections, notifying the City of any significant issues/changes to the plans, providing daily reports of construction activity, reviewing testing reports and pay estimates.

The term of the Agreement anticipates the project will be complete by December 17, 2018. The Agreement includes a not to exceed price for the term of the Agreement. Based on the scope of the project, GBA has estimated the cost at \$47,126.50. The Agreement is structured where the City is only billed for actual hours of work performed. Staff will make the request to CARS for additional funding and update City Council at a future meeting.

Ms. Linn stated that this action is to approve authorizing the mayor to sign the agreement.

Councilmember Longanecker asked if there were other bids.

Ms. Linn stated that others were interviewed as part of the team but in this instance because BG Consulting did the design, there needed to be a third-party for construction inspection. There are benefits to the third-party inspection because it allows the City to develop a relationship with another firm.

Motion by Longanecker, Second by Lewis to empower the mayor to sign the Agreement pending amendments to the Agreement as provided and approval by the City Attorney.

Motion approved 4-0.

16. Report by the City Administrator

- Project Costs for Sunflower Road Crossing for Martin Creek Park

Trey Whitaker, Public Works Superintendent, reported on the options for the Sunflower Road Crossing for Martin Creek Park. Option 1: Mounted sign that is 36 inches with push button activation that would cost \$5,000. Option 2: Similar to an intersection sign that would cost \$19,000. Both options are solar powered with battery backup which includes the ability to hardwire.

Mayor Roberts asked if a sign that large standard for a 30MPH road. Mr. Whitaker responded that this is the standard option.

Councilmember Longanecker asked about the pole quality on Option 1. Mr. Whitaker responded that the pole is the same as those for stop signs.

Mayor Roberts commented that at \$19,000 the aesthetics will match the park improvements. He feels as this is the correct way to finish out the project and signals the “officialness” of the new crossing.

Councilmember Lewis commented that he wants to make sure that people see the sign and crossing.

Mayor Roberts commented that when Shawnee Mission Park was first built it was in the middle of nowhere and now it averages 2 million visitors a year – it is very important that the City does this right.

Councilmember Smith stated this is the crossing right where the trail meets up with Martin Creek Park.

Councilmember Longanecker asked if the crossing sign would flash at all times. Ms. Linn responded that it would be pedestrian activated. Mr. Whitaker added that the length of the flashing is programmable.

Ms. Linn made Council aware that there would be additional money from the Martin Creek Park improvements coming in under budget.

Motion by Longanecker, Second by Smith the approve purchase of Crossing Signal up to \$19,000.

Motion was approved 4-0.

- KCP&L Agreement on Relocation of Light Poles on Nelson

Beth Linn, City Administrator, presented on the negotiations with Kansas City Power and Light on moving the light poles out of the ramps on the sidewalks. The original quote from KCP&L was \$140,000. The ending agreement is \$37,645.

Councilmember Lewis asked how the original bid was as high as \$140,000. Ms. Linn stated the original scope included 4th and 3rd Street so more poles were included.

Councilmember Conus asked Ms. Linn if he would be willing to negotiate his power bill for him.

Motion by Lewis, Second by Smith to approve \$37,645 for light pole relocation.

Motion was approved 4-0.

15. Report by the Mayor

16. Future Meeting/Event Reminders:

- September 29th: 10AM – Cops and Bobbers
- October 9th: 7PM – Planning Commission
- October 11th: Cancelled – City Council
- October 18th: 7PM – City Council
- October 25th: 7PM – City Council

17. EXECUTIVE SESSION

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

Motion was approved 4-0.

Meeting recessed at 8:35 pm. Meeting reconvened at 8:45 pm.

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

Motion was approved 4-0.

19. Adjourn

Motion by Longanecker, Second by Lewis to adjourn.

Motion was approved 4-0.

The meeting adjourned at 8:50 pm.

City Council Action Item

Council Meeting Date: October 18, 2018

Agenda Item #:

Department: Public Works

Agenda Item: Consider Final Acceptance of 181st Street Phase II Project and Authorize Final Payment to Clarkson Construction Company

Background/Description of Item:

On February 22, 2018, the Edgerton City Council approved the 181st Street Phase II (also known as Rail Served Road) construction was adjacent to ColdPoint Logistics. This project was constructed simultaneously with ColdPoint Logistics Phase III, as a Public Infrastructure Project as described in the Amended and Restated Public Infrastructure Financing Plan between the City of Edgerton, BNSF Railway and Edgerton Land Holding Company (ELHC).

ELHC awarded the 181st Street Improvement Project to Clarkson Construction Co. in the amount of \$1,670,986.00. This project did not include any additional changes to the base contract.

Construction	<u>\$1,670,986.00</u>
Total	\$1,670,986.00

This cost will be borne entirely by ELHC until such time the project is converted to funding from Home Rule Revenue Bonds. City will also be reimbursed at that time for City Engineer expenses of \$8,284.

Notice to Proceed was issued on January 8, 2018. The Substantial Completion date was April 12, 2018, with final completion on October 12, 2018. BG Consultants as the City's Inspector has performed final inspection and noted the project for final acceptance.

Related Ordinance(s) or Statue(s):

Funding Source: Public Infrastructure Fund – Home Rule Revenue Bonds

Budget Allocated: \$1,670,986

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Final Acceptance of 181st Street Project and Authorize Final Payment to Clarkson Construction Co.

Enclosed: Original Cost Estimate
Email from BG Consultants regarding project completion

Prepared by:

Dan Merkh, Public Works Director
Trey Whitaker, Public Works Superintendent

Exhibit E

Public Infrastructure Improvement Notice

ELHC agrees to promptly proceed with the Public Infrastructure Improvement(s) identified below:

<u>Public Infrastructure Improvement</u>	<u>Public Infrastructure Improvement Description</u>	<u>Estimated Cost</u>	<u>Funding Mechanism</u>	<u>Responsible Party</u>
181st Street Phase II	Rail Served Road Phase II adjacent to ColdPoint	\$1,670,986.00	ELHC	ELHC

The Infrastructure Concept Plans (as defined in the Project Agreement), if any, are attached to this Notice.

**Project: Public Street Improvements
 181st Street Phase II
 City of Edgerton, Johnson County Kansas**

January 5, 2018
February 14, 2018 Revised

Ms. Beth Linn,

NorthPoint has received the bids for the 181st Street Phase II project. Four companies were invited to submit proposals and three responded. NorthPoint has reviewed the proposals and recommends award to Clarkson Construction Company. Clarkson Construction Company provided the most competitive proposal and committed to the required construction schedule. Please find below an estimate of the costs associated with this project. We appreciate the opportunity to work with the City of Edgerton. Please let us know if any additional information is required.

<u>Items</u>	<u>Associated Costs</u>
City Bond	\$12,000
Road Construction	\$1,254,984
Storm Construction	\$139,548
Design for Road & Storm	\$73,855
Testing/Inspection Fees – geotechnical completed with IP XL	\$0.00
NP Development Fee (5%)	\$74,019
Contingency (7.5%)	\$116,580
Project Total	\$1,670,986

Sincerely,

Aaron J. Burks

Aaron J. Burks
NorthPoint Development

Copy: John Thomas
Amanda Roller
Chris Chancellor

LPKC
Plan of Finance
Infrastructure Project List

Project No.	Project Name	Linear Feet	Price per LF	Total Cost	Anticipated Year of Construction
1	Kill Creek Road (Phase I)	1,161		\$ 1,250,973	2014
2	Kill Creek Road/187th Street (Phase II)	1,200	\$ 583	\$ 2,184,887	2014
3	Water Tower			\$ 2,000,000	2014
4	Montrose St/196 St	3,620	\$ 750	\$ 2,715,000	2015
5	Widmer E/W	1,100	\$ 600	\$ 660,000	2017
6	Widmer N/S	5,500	\$ 560	\$ 3,080,000	2018
7	Widmer Turn Lane/Median			\$ 450,000	2017
8	Waverly Rd/197th St			Dedicated Source	
9	Rail Served Road	12,250	\$ 560	\$ 6,860,000	2017
10	183rd St			Dedicated Source	2017
11	Montrose St/187 St (north by Big Industrial)			Dedicated Source	2017
12	Removal of Four Corners	5,291	\$ 350	\$ 1,851,850	2021
13	207th Grade Separation - Design			\$ 2,000,000	2016
14	207th Grade Separation - Construction			\$ 13,000,000	2019
15	Public Road Extension - 197th St to 199th St	1301	\$ 583	\$ 758,483	2019
		31,423		\$ 36,811,193	

Beth Linn

From: Jon Carlson <jon.carlson@bgcons.com>
Sent: Friday, October 12, 2018 2:31 PM
To: Dan Merkh; Trey Whitaker
Cc: Scott Peterson; david.hamby@bgcons.com; Beth Linn; Katy Crow; Aaron Burks; Pat Weaver
Subject: 181st Street Final Completion (Revised)

To the best of my knowledge Clarkson Construction has completed all work in general conformance of the plans approved by the City of Edgerton as of October 12, 2018. Substantial Completion of the roadway was completed April 12, 2018. The block wall at the NW end of the project damaged by traffic will be repaired at a later date. This project can be accepted by the City of Edgerton at your discretion.

Respectfully submitted,



City Council Action Item

Council Meeting Date: October 18, 2018

Agenda Item #:

Department: Facilities

Agenda Item: Consider the replacement of the Siding and Windows at the Edgerton Community Museum

Background/Description of Item:

Annually the Edgerton Historical Society provides a list of Capital Improvement Projects for Council consideration. As part of this list, the Historical Society outlined the need for exterior repairs, including siding and windows. Over the last several years the condition of the siding and windows have diminished to the point that repair activities will not remedy the issues. This project will improve the efficiency of the facility, help to minimize the future maintenance activities and improve the aesthetics of the building.

As part of the Capital Improvement Project Council Work Session on June 7, 2018, the City Council programmed replacement of the siding and windows for the Edgerton Museum Building into the 2018 Capital Improvement Project calendar.

Staff worked with several contractors to acquire bids for this project. The following contractors provided bids for this project: Elite Windows and Siding LLC, Arrow Renovation, Johnson County Siding & Window Company, Inc. and All States Exteriors. The bids range from the total low bid of \$19,459 to the high bid of \$30,318. The bid tabulations are enclosed below.

Arrow Renovation provided the low bid in an amount not to exceed \$19,459. This includes the removal and disposal of the old siding and windows, wrapping the facility in a moisture barrier, installation of new windows, installation of siding and trimming in all windows, installation of new soffit and fascia and removal and cleanup of all debris and trash associated with project.

Staff will work with the contractor to get the project completed before the end of the year.

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

Funding Source: Capital Projects Fund

Budget Allocated: \$20,000

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Arrow Renovation bid in an amount not to exceed \$19,495 for replacement of the Siding and Windows at the Edgerton Community Museum

Enclosed: Museum Siding & Window Bid Tabulation
Siding & Window Bid Docs

Prepared by:

Trey Whitaker, Public Works Superintendent

	Arrow Renovation	Elite Window & Siding	All States Exteriors	Johnson County Siding & Window
Siding Cost	\$ 12,850.00	\$ 14,400.00	\$ 11,413.75	\$ 30,318.00
Window Cost	\$ 6,600.00	\$ 6,000.00	\$ 12,270.81	
Total	\$ 19,450.00	\$ 20,400.00	\$ 23,684.56	\$ 30,318.00

Trey Whitaker

From: Brian Bucklin <brian@arrowrenovation.com>
Sent: Monday, October 08, 2018 6:34 AM
To: Trey Whitaker
Subject: Trey Whitaker/Edgerton - Arrow Renovation Bid

Trey, was nice meeting you the other day. I have given you a breakdown of the siding/windows for you below. If you have any questions let me know. I have given you the websites for each of the respective manufacturing companies for the siding. Let me know what needs to happen next.

Siding – All bids include

1. Tear off and disposal of old siding
2. Plastic house wrap moisture barrier
3. Installation of siding and trimming in all windows
4. New Soffit and fascia - LP

Best – LP Siding - <https://lpcorp.com/products/exterior/siding-trim>
\$19,910

Better – Crane Board - <http://www.exteriorportfolio.com/Our-Products/Insulated-Siding/CraneBoard/>
\$15,550 – Personally I think this would be your best option. They have a Limited lifetime warranty on it and if it fails in any way they will replace all of it.

Good – Napco vinyl siding - <https://www.plygem.com/siding/>
\$12,850

Windows – Vinylmax window

10 Windows – Tear out of old and disposal installation of new. Will be done after demolition of old siding and before new siding is put in.
\$6,600

Thanks and let me know if you have any other questions and let me know when we can get you on the schedule.

Brian Bucklin
Arrow Renovation
<https://www.arrowrenovation.com/>



ELITE WINDOWS & SIDING, LLC
 401 N. Ridgeview
 Olathe Kansas 66061
 O: 913.768.4000
 E: info@EliteKansasCity.com
 W: www.EliteKansasCity.com

INVOICE TYPE:	INVOICE NUMBER	DATE	PAGE #
QUOTE		5-Jun-18	1 of 1

Attention			
Name	TREY WHITAKER	Email	twhitaker@edgertonks.org
Address	404 E. NELSON ST	Phone	816-206-2358
Site Address			
City / ST / Zip	EDGERTON, KS 66021		

DESCRIPTION	QTY	Retail	TOTAL
REMOVE ENTIRE EXISTING SIDING OF HOUSE AND CLEAN ALL DEBRIS			
COVER THE ENTIRE HOUSE WITH 0.44 HEAVY DUTY VINYL SIDING WITH HOUSE WRAP AND WITH 1/2" FOAM INSULATION		\$ -	\$14,400.00
COVER FRONT PORCH COMPLETE			
COVER ALL WINDOW FRAMES, ALL FACIAT BOARDS AND ALL OVERHANGS AND SOFFITS IN VINYL AND ALUMINUM		\$ -	\$ -
REPLACE ALL WOODROT ON HOUSE			
REPLACE 10 DOUBLE HUNG VINYL WINDOWS WITH SCREENS, DOUBLE LOCKS, LOW-E, ARGON GLASS AND INSULATED FRAMES		\$ -	\$ 6,000.00
REPLACE AND INSTALL NEW SEAMLESS GUTTERS AND DOWNSPOUTS ON HOUSE IN WHITE 5" AND 4"		\$ -	\$ 1,360.00
		\$ -	\$ -
CLEAN ALL DEBRIS			
LABOR & MATERIAL		\$ -	\$ -
Thank you for your consideration!			
		\$ -	\$ -


 Elite Representative

PAYMENT METHOD	TOTAL	\$	21,760.00



All States Exteriors, LLC OP
6414 College Blvd.
Overland Park, KS 66211
Phone: (913) 800-4754

Date: 10/09/18
Representative: Parker Hofbauer
(913) 787-0103
hofbauerparker@gmail.com
Estimate #: ESTLead-1

Customer: Trey Whitaker	Main Phone: (816) 206-2358	Work Phone:	Cell Phone:
Customer/Project Address: 404 E Nelson Street	City: Edgerton	State: KS	Zip: 66021

Project Name: 2018 Siding & Windows

Historic Building New Windows

#	Item
1	We will remove existing window wood sashes and hardware., Existing frame, interior and exterior trim stay in place. Qty_____ Int_____ - !!NOTE!! - ALL EXTERIOR TRIM WILL BE REMOVED AND REPLACED
2	We will chisel off the existing interior stops for the new window installation
3	Furnish and install Heartland Hampton Picture vinyl window, Qty_____ Int_____ - 5 Total Pic Windows
4	Furnish and install Heartland Hampton Double Hung vinyl window, Qty_____ Int_____ - 5 Total DH Windows - First Floor Only
5	Remove existing exterior trim and install new PVC white vinyl 1X4 and stop, picture frame design, NOTE: new trim will require a vinyl safe paint if painted. Qty_____ Int_____
6	New Heartland double hung windows will have a full fiberglass screen
7	New Heartland windows will have dual pane glass with low E and argon gas with intercept spacer.
8	New Heartland windows will be white inside and out
9	We will insulate using minimal expanding foam, the area between new windows and existing frame only.
10	We will caulk around the exterior of the new windows with a modified polyurethane sealant.
11	We will clean up and haul away our window debris.
12	- Per customer request no interior trim had been figured into this estimate. All States Exteriors is responsible to set, foam insulate, and caulk windows and customer stated they will be responsible for interior trim work.

Sub Total: \$10,517.00

Grand Total: \$11,413.75



All States Exteriors, LLC OP
6414 College Blvd.
Overland Park, KS 66211
Phone: (913) 800-4754

Date: 10/09/18
Representative: Parker Hofbauer
(913) 787-0103
hofbauerparker@gmail.com
Estimate #: ESTLead-2

Customer: Trey Whitaker	Main Phone: (816) 206-2358	Work Phone:	Cell Phone:
Customer/Project Address: 404 E Nelson Street	City: Edgerton	State: KS	Zip: 66021

Project Name: 2018 Siding & Windows

Vinyl Siding 2018 - 4" Lap

Item

- 1 We will leave existing siding in place and refasten any loose or buckled siding, to make the existing wall as straight as possible
- 2 We will furnish and install a generic house wrap, tape around all penetrations
- 3 We will furnish and install 1/4" fan fold insulation
- 4 Install Mastic Eclipse vinyl siding, double 4" lap profile, color_____ Int_____ -
- 5 Install Mastic Eclipse 3 1/2" outside corners, 1 story, color_____ Int_____ -
- 6 We will install Eclipse vinyl J channel around all window, door openings and where the siding meets the soffit.
color_____ Initial _____ -
- 7 We will caulk around new Eclipse J channel to the window and door openings -
- 8 We will remove existing light fixtures, install a new Eclipse Mount Master J block, and re-install existing light fixture. -
- 9 We will clean up and haul away our siding debris.
- 10 We will furnish a dumpster to haul away our debris.
- 11 We will furnish a siding permit if required.

Sub Total: \$11,307.00
Grand Total: \$12,270.81

SERVICE
CONTRACT



1501 E. Sleepy Hollow Dr • Olathe, Kansas 66062 • (913)782-2878 • Fax (913)782-7572
www.jocosiding.com

DATE: _____ EMAIL: twhitaker@edgertonks.org
BUYER'S NAME: Terry PHONE: 816-206-2358
ADDRESS: 404 E. Nelson St. Edgerton KS 66021
(Street) (City) (State) (Zip)

The undersigned Seller agrees to sell and the undersigned Buyer(s) (jointly and severally, if more than one) agrees to purchase the below described goods and services which are to be furnished or used in the modernization, rehabilitation, repair, alteration or improvement of real property located at Buyer's address given above or at _____, upon the **TERMS AND CONDITIONS AS SET FORTH HEREIN.**

DESCRIPTION OF GOODS AND SERVICES

* Install James Hardie Fiber Cement Color Plus Lap siding to front, sides, and back of building. *
Remove existing siding and install Green Guard Rain Drop house wrap and tape all seams. *
Install all necessary flashing - foundation, roof, and z-flashing. * Install James Hardie Fiber
Cement Color Plus soffit/fascia system to building. * Install (10) white Simonton 5500
Reflections vinyl windows with ProSolar Shade dual low e glass and argon gas. * Install six
double hung windows that come with white interior/exterior, white hardware, half screens, and
finished interior casing. * Install four awning windows that come with white interior/exterior,
white hardware, full screens, and finished interior casing. * Install products using lead safe
practices.

* 10% discount included
* 5yr. workmanship warranty
* Provide dumpster to haul all trash from job site
* KS sales tax included

Buyer, subject to the Terms and Conditions of this Service Contract, agrees to pay as follows:

1. Total Price..... \$ 30,318.00
2. Payments:
On Date of Contract.....\$ 0.00
On Delivery of Material.....\$ 15,159.00
On Completion.....\$ 15,159.00
Total Cash Payments.....\$ 30,318.00

Signed this _____ day of _____, 20____

**"YOU, THE BUYER, EXPRESSLY ACKNOWLEDGES
THAT YOU HAVE READ AND UNDERSTAND THIS
SERVICE CONTRACT, INCLUDING THE ATTACHED
TERMS AND CONDITIONS, WHICH CONSTITUTE THE
WHOLE OF THIS AGREEMENT."**

Accepted by Seller's Representative:

By _____

X

Signature of Buyer

Signature of Buyer

**TERMS AND CONDITIONS OF SERVICE CONTRACT
JOHNSON COUNTY SIDING & WINDOW CO., INC.**

1. The Service Contract with attached Terms and Conditions represents the entirety of the agreement between Buyer and Seller, and no promises or representations made outside of the Service Contract document may be reasonably relied upon by either party. No amendment or alteration of this Service Contract is permitted without expressed written approval of both Buyer and Seller.

2. Buyer expressly states that no person has promised or offered to pay, credit, or allow to Buyer any compensation or reward for the procurement of this Service Contract. Buyer enters into this Service Contract freely and with full understanding of Buyer's obligations under the Service Contract. If there is more than one Buyer listed in this Service Contract, Buyer expressly acknowledges that each shall be liable, jointly and severally, for the full obligation of this Service Contract. Buyer expressly acknowledges that no loss, damage, or destruction of purchased goods and/or services shall release Buyer from obligation under this Service Contract.

3. Waiver of any default under this Service Contract shall not operate as a waiver of any subsequent default. No express warranties in respect of the goods and/or services have been made by Seller unless endorsed herein in writing. Any authorized work performed by Seller which is not stated in this Service Contract will be charged to Buyer at the cost of labor and materials, plus 30% of the total sum, to be paid upon completion of the work.

4. Seller shall not be responsible for damage or delay due to strikes, fire, acts of nature, accidents, unavailability of materials, or other causes beyond Seller's control. Seller may, at Seller's discretion, substitute comparable material for material which is unavailable. Seller does not warrant concrete against cracking, settling, or pitting for causes beyond Seller's control. Seller is not responsible for damage to sheet rock during installation. Where the removal of rock or shale is necessary in connection with the performance of Seller's work, or when sub-soil conditions, filled ground or underground pipes require additional construction costs or additional work not detailed in this Service Contract in order to comply with building, electrical, or other codes, Buyer shall pay the cost of labor and materials plus 30% of the total sum, to be paid upon completion of the work.

5. After expiration of the rescission period as provided by federal or state law, cancellation of the Service Contract by Buyer will result in payment by Buyer to Seller of 30% of the total price of the Contract as liquidated damages and not as a penalty, together with the cost of labor and materials ordered for, delivered to, or installed at Buyer's property. Buyer expressly acknowledges that Buyer must accept any delivery of materials ordered prior to cancellation, and provide payment for same in accordance with the Service Contract.

6. This Service Contract and the rights and duties herein shall terminate upon the occurrence of any of the following: failure to approve Buyer's credit; inability to obtain building permit; unavailability of contract materials and comparable materials; physical unfeasibility of Seller to perform prescribed work for the listed total price. If any provision of this Service Contract is deemed invalid or unenforceable for any reason, no other provision shall be affected and the Service Contract shall be construed as if such invalid or unenforceable provision had never been contained herein.

7. Buyer understands and agrees that failure to promptly pay any amount owed to Seller under this Service Contract may result in legal action against Buyer, including filing of a lien by Seller against Buyer's property. Buyer expressly agrees that any dispute arising out of obligations under this Service Contract shall be subject to binding arbitration in Johnson County, KS, with the arbitrator selected by Seller and arbitration fees paid evenly by the parties. In the event Buyer fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, Seller is entitled to costs of suit, including reasonable attorney's fees, for having to compel arbitration or to defend or enforce the arbitrator's award.

8. Seller warrants solely the products that it provides. Leaks and damages that result from materials that Seller did not provide or services Seller did not perform, shall not be warranted, and Seller shall take no responsibility for remedying such through repair or financial restitution.

City Council Action Item

Council Meeting Date: October 18, 2018

Agenda Item #:

Department: Public Works

Agenda Item: Consider Ordinance Approving The Description And Survey Of Lands Necessary For Acquisition Of Easements And Road Right-Of-Way Needed For Constructing Homestead Lane/207th Street Project And Associated Improvements

Background/Description of Item:

On June 28, 2018, Edgerton City Council approved the selection of Miles Excavating, Inc. (Miles) as the design-build team for the Homestead Lane/207th Street Project.

The Project includes the design and construction of Homestead Lane (Interstate 35 to 207th Street) and 207th Street (Homestead Lane to Waverly Road). Homestead Lane includes a new four-lane bridge over Tributary D of Big Bull Creek, including a 10-foot protected sidewalk on one side. The bridge will include similar aesthetic treatment as the Waverly Road bridge such as wall treatments, lighting etc. The road improvements for both Homestead Lane and 207th Street will include four lanes (two in each direction) with a 14-foot-wide median that changes to turn lanes where appropriate. A 10-foot-wide concrete sidewalk will be provided on the north side.

The Project requires acquisition of rights-of-way and easements from several property owners along the corridor. Requests to grant rights-of-way and easements were mailed to property owners on August 31st with a request to have signed easements or rights-of-way returned by October 1st. Staff has met with or spoken to several of those property owners. Several property owners have signed the requested easements. In addition, staff continues to negotiate easements with property owners. However, for those property owners who do not, staff anticipates the need to exercise the use of condemnation for acquiring the remaining easements.

On September 27, 2018, City Council took the first step by passing Resolution No. 09-27-18B confirming the necessity for condemnation and authorizing the preparation of survey and legal descriptions. Passing that resolution does not prohibit the City from continuing to negotiate and/or acquire the easements- it simply authorizes the preparation of the descriptions. That Resolution with the remaining easements needed will publish in the Gardner News on October 17, 2018.

As mentioned on September 27th, staff included any remaining easements not acquired by the October 18, 2018 City Council meeting in the included draft ordinance to authorize the use of condemnation. Neither of these actions prevent the City from continuing to negotiate the easements.

Enclosed with the packet is a draft ordinance still under review by the City Attorney. A final version of the Ordinance will be distributed to City Council at the October 18, 2018 meeting with the legal descriptions included of those easements that remain outstanding.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance Approving The Description And Survey Of Lands Necessary For Acquisition Of Easements And Road Right-Of-Way Needed For Constructing Homestead Lane/207th Street Project And Associated Improvements

Enclosed: Draft Ordinance

Prepared by:

Beth Linn, City Administrator

ORDINANCE NO. ____

AN ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS AND ROAD RIGHT-OF-WAY NEEDED FOR CONSTRUCTING HOMESTEAD LANE/207TH STREET PROJECT AND ASSOCIATED IMPROVEMENTS

WHEREAS, K.S.A. 26-201 requires that, prior to commencing condemnation proceedings, the Governing Body, by passage of an ordinance, authorize and provide for the acquisition of land or interest needed by the City, set forth the land or interest to be condemned, state for what purpose the condemned land or interest in land is to be used, and, if applicable, designate, as a benefit district, property specifically benefited by -the - proposed improvement.

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

Section 1. That the description and survey of rights-of-way, permanent easements and temporary construction easements necessary for the construction of Homestead Lane (Interstate 35 to 207th Street) and 207th Street (from Homestead Lane to Waverly Road) within Johnson County, Kansas -- as prepared by the City's retained engineering consultants, approved by the City Engineer, and filed with the City Clerk pursuant to Resolution No. 09-27-18B (adopted by the Governing Body of the City of Edgerton, Kansas on September 27, 2018), are hereby approved.

Section 2. That the action of the Governing Body of the City of Edgerton, Kansas in acquiring rights-of-way, permanent and temporary easements necessary for construction of Homestead Lane (Interstate 35 to 207th Street) and 207th Street (from Homestead Lane to Waverly Road) within Johnson County, Kansas has been declared necessary by the Governing Body.

Section 3. That the acquisition of rights-of-way, permanent and temporary easements, as described hereinafter, is all in accordance with and under the provisions of Chapter 26 of the Kansas Statutes Annotated.

Section 4. That there be and there is hereby declared to be public necessity to acquire, by Eminent Domain Proceedings for the purpose of constructing Homestead Lane/207th Street all as described in Section I of this Ordinance, the land hereinafter described:

Tract 8: 32105 W. 207th Street

Permanent Roadway Right-of-Way

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

Commencing at the Northeast corner of said Northwest Quarter; thence South 88°11'14" West, along the North line thereof, a distance of 406.00 feet to the Northeast corner of the property described in a Kansas General Warranty Deed filed with the Johnson County Register of Deeds in Book 6886 at Page 708, said point being the Point of Beginning; thence continuing South 88°11'14" West, along the North line of said Northwest Quarter, a distance of 330.00 feet to the Northwest corner of the property described in said Kansas General Warranty Deed; thence South 01°48'46" East, along the West line of the property described in said Kansas General Warranty Deed, a distance of 60.00 feet to a point on the South line of the North 60.00 feet of said Northwest Quarter; thence North 88°11'14" East, along the South line of the North 60.00 feet of said Northwest Quarter, a distance of 330.50 feet to the intersection with the East line of the property described in said Kansas General Warranty Deed; thence North 02°17'47" West, along the East line of the property described in said Kansas General Warranty Deed, a distance of 60.00 feet to the Point of Beginning. Subject to all that part thereof in the North 20.00 feet in existing roadway right-of-way of W. 207th Street.

Containing 13,213 square feet or 0.30 acres, more or less.

The bearings used in this description are based on the record plat of LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT.

Temporary Construction Easement

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

Commencing at the Northeast corner of said Northwest Quarter; thence South 88°11'14" West, along the North line thereof, a distance of 406.00 feet to the Northeast corner of the property described in a Kansas General Warranty Deed filed with the Johnson County, Kansas Register of Deeds in Book 6886 at Page 708; thence South 02°17'47" East, along the East line of the property described in said Kansas General Warranty Deed, a distance of 60.00 feet to a point on the South line of the North 60.00 feet of said Northwest Quarter, said point being the Point of Beginning; thence South 88°11'14" West, along the South line of the North 60.00 feet of said Northwest Quarter, a distance of 104.28 feet; thence South 39°30'12" East a distance of 67.83 feet to a point on the South line of the North 113.67 feet of said Northwest Quarter; thence North 88°11'14" East, along the South line of the North 113.67 feet of said Northwest Quarter, a distance of 59.14 feet; thence North 18°44'08" East, departing the South line of the North 113.67 feet of said Northwest Quarter, a distance of 11.48 feet to a point on the East line of the property described in said Kansas General Warranty Deed; thence North 02°17'47" West, along the East line of the property described in said Kansas General Warranty Deed, a distance of 42.92 feet to the Point of Beginning.

Containing 4,474 square feet or 0.10 acres, more or less.

The bearings used in this description are based on the record plat of LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT.

Tract 9: 31951 W. 207th Street

Permanent Roadway Right-of-Way

All of the North 60.00 feet of the East 406.00 feet of the Northwest Quarter of Section 15, Township 15 South, Range 22 East, Johnson County, Kansas. Subject to all that part thereof in the North 20.00 feet in existing roadway right-of-way of W. 207th Street.

Containing 16,240 square feet or 0.37 acres, more or less.

Permanent Drainage Easement

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

Commencing at the Northeast corner of said Northwest Quarter; thence South 02°17'46" East, along the East line thereof, a distance of 60.00 feet to a point on the South line of the North 60.00 feet of said Northwest Quarter; thence South 88°11'14" West, along the South line of the North 60.00 feet of said Northwest Quarter, a distance of 299.46 feet to the Point of Beginning; thence continuing South 88°11'14" West, along the South line of the North 60.00 feet of said Northwest Quarter, a distance of 15.06 feet; thence South 06°45'49" East, departing the South line of the North 60.00 feet of said Northwest Quarter, a distance of 19.71 feet; thence North 83°14'11" East a distance of 15.00 feet; thence North 06°45'49" West a distance of 18.42 feet to the Point of Beginning.

Containing 286 square feet, more or less.

The bearings used in this description are based on the record plat of LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT.

Temporary Construction Easement

All those parts of the Northwest Quarter of Section 15, Township 15 South, Range 22 East, Johnson County, Kansas, being described as follows:

TCE 1: Commencing at the Northeast corner of said Northwest Quarter; thence South 02°17'46" East, along the East line thereof, a distance of 60.00 feet to the Point of Beginning; thence continuing South 02°17'46" East, along the East line of said Northwest Quarter, a distance of 50.00 feet to a point on the South line of the North 110.00 feet thereof; thence South 88°11'14" West, along the South line of the North 110.00 feet of said Northwest Quarter, a distance of 37.89 feet; thence North 34°50'32" West, departing the South line of the North 110.00 feet of said Northwest Quarter, a distance of 59.64 feet to a point on the South line of the North 60.00 feet thereof; thence North 88°11'14" East, along the South line of the North 60.00 feet of said Northwest Quarter, a distance of 69.98 feet to the Point of Beginning.

Containing 2,697 square feet or 0.06 acres, more or less.

TCE 2: Commencing at the Northeast corner of said Northwest Quarter; thence South 02°17'46" East, along the East line thereof, a distance of 60.00 feet to a point on the South line of the North 60.00 feet of said Northwest Quarter; thence South 88°11'14" West, along the South line of the North 60.00 feet of said Northwest Quarter, a distance of 138.76 feet to the Point of

Beginning; thence continuing South 88°11'14" West, along the South line of the North 60.00 feet of said Northwest Quarter, a distance of 160.70 feet; thence South 06°45'49" East, departing the South line of the North 60.00 feet of said Northwest Quarter, a distance of 18.42 feet; thence South 83°14'11" West a distance of 15.00 feet; thence North 06°45'49" West a distance of 19.71 feet to a point on the South line of the North 60.00 feet of said Northwest Quarter; thence South 88°11'14" West, along the South line of the North 60.00 feet of said Northwest Quarter, a distance of 91.49 feet to a point on the West line of the property described in a Joint Tenancy Warranty Deed filed with the Johnson County, Kansas Register of Deeds in Volume 3832 at Page 250; thence South 02°17'47" East, along the West line of the property described in said Joint Tenancy Warranty Deed, a distance of 42.92 feet; thence North 18°44'08" East, departing the West line of the property described in said Joint Tenancy Warranty Deed, a distance of 40.65 feet; thence South 84°04'57" East a distance of 71.23 feet; thence South 06°45'49" East a distance of 87.17 feet; thence North 83°14'11" East a distance of 30.00 feet; thence North 06°45'49" West a distance of 75.52 feet; thence North 79°21'53" East a distance of 152.95 feet to the Point of Beginning. Containing 5,542 square feet or 0.13 acres, more or less.

The bearings used in this description are based on the record plat of LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT.

Tract 10: 31881 W. 207th Street

Permanent Roadway Right-of-Way

All of the North 20.00 feet of Lot 1, HI-ACRES SUBDIVISION, a subdivision of record situate in Johnson County, Kansas.

Containing 32,314 square feet or 0.74 acres, more or less.

Permanent Drainage Easement

All those parts of Lot 1, HI-ACRES SUBDIVISION, a subdivision of record situate in Johnson County, Kansas, being described as follows:

PDE 1: Commencing at the North end of the Westernmost line of said Lot 1; thence South 02°17'46" East, along the Westernmost line thereof, a distance of 20.00 feet to a point on the South line of the North 20.00 feet of said Lot 1; thence North 88°09'59" East, along the South line of the North 20.00 feet of said Lot 1, a distance of 327.75 feet to the Point of Beginning; thence continuing North 88°09'59" East, along the South line of the North 20.00 feet of said Lot 1, a distance of 1.77 feet to a point on the North line thereof, said line being the same as the West line of the unplatted property described in a General Warranty Deed filed with the Johnson County, Kansas Register of Deeds in Book 201507 at Page 009730; thence South 01°50'01" East, continuing along the North line of said Lot 1, a distance of 22.35 feet; thence North 67°06'20" West, departing the North line of said Lot 1, a distance of 10.96 feet; thence North 22°53'40" East a distance of 19.56 feet to the Point of Beginning. Containing 127 square feet, more or less.

PDE 2: Commencing at the Northernmost end of the line common between Lot 1 and Lot 2, HI-ACRES SUBDIVISION; thence South 01°50'01" East, along said line common between Lots 1 and 2, a distance of 20.00 feet to a point on the South line of the North 20.00 feet of said Lot 1; thence North 88°09'59" East, along the South line of the North 20.00 feet of said Lot 1, a distance of 407.81 feet to the Point of Beginning; thence continuing North 88°09'59" East, along the South line of the North 20.00 feet of said Lot 1, a distance of 24.67 feet; thence South 49°38'56" West, departing the South line of the North 20.00 feet of said Lot 1, a distance of 35.30 feet; thence North 40°21'04" West a distance of 15.36 feet; thence North 49°38'56" East a distance of 16.00 feet to the Point of Beginning. Containing 394 square feet, more or less.

The bearings used in this description are based on the record plat of LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT.

Temporary Construction Easement

All those parts of Lot 1, HI-ACRES SUBDIVISION, a subdivision of record situate in Johnson County, Kansas, being described as follows:

TCE 1: Commencing at the North end of the Westernmost line of said Lot 1; thence South 02°17'46" East, along the Westernmost line thereof, a distance of 20.00 feet to the Point of Beginning; thence continuing South 02°17'46" East, along the Westernmost line of said Lot 1, a distance of 50.00 feet to a point on the South line of the North 70.00 feet thereof; thence North 88°09'59" East, along the South line of the North 70.00 feet of said Lot 1, a distance of 48.63 feet; thence North 32°52'07" East, departing the South line of the North 70.00 feet of said Lot 1, a distance of 60.82 feet to a point on the South line of the North 20.00 feet thereof; thence South 88°09'59" West, along the South line of the North 20.00 feet of said Lot 1, a distance of 83.66 feet to the Point of Beginning. Containing 3,307 square feet or 0.08 acres, more or less.

TCE 2: Commencing at the North end of the Westernmost line of said Lot 1; thence South 02°17'46" East, along the Westernmost line thereof, a distance of 20.00 feet to a point on the South line of the North 20.00 feet of said Lot 1; thence North 88°09'59" East, along the South line of the North 20.00 feet of said Lot 1, a distance of 223.79 feet to the Point of Beginning; thence continuing North 88°09'59" East, along the South line of the North 20.00 feet of said Lot 1, a distance of 103.95 feet; thence South 22°53'40" West, departing the South line of the North 20.00 feet of said Lot 1, a distance of 19.56 feet; thence South 67°06'20" East a distance of 10.96 feet to a point on the North line of said Lot 1, said line being the same as the West line of the unplatted property described in a General Warranty Deed filed with the Johnson County, Kansas Register of Deeds in Book 201507 at Page 009730; thence South 01°50'01" East, continuing along the North line of said Lot 1, a distance of 27.60 feet; thence South 22°53'40" West, departing the North line of said Lot 1, a distance of 56.24 feet; thence North 67°06'20" West a distance of 30.00 feet; thence North 22°53'40" East a distance of 84.56 feet; thence North 84°27'59" West a distance of 91.07 feet to the Point of Beginning. Containing 2,987 square feet or 0.07 acres, more or less.

TCE 3: Commencing at the Northernmost end of the line common between Lot 1 and Lot 2, HI-ACRES SUBDIVISION; thence South 01°50'01" East, along said line common between Lots 1 and 2, a distance of 20.00 feet to a point on the South line of the North 20.00 feet of said Lot

1; thence North 88°09'59" East, along the South line of the North 20.00 feet of said Lot 1, a distance of 396.35 feet to the Point of Beginning; thence continuing North 88°09'59" East, along the South line of the North 20.00 feet of said Lot 1, a distance of 11.46 feet; thence South 49°38'56" West, departing the South line of the North 20.00 feet of said Lot 1, a distance of 16.00 feet; thence South 40°21'04" East a distance of 15.36 feet; thence North 49°38'56" East a distance of 35.30 feet to a point on the South line of the North 20.00 feet of said Lot 1; thence North 88°09'59" East, along the South line of the North 20.00 feet of said Lot 1, a distance of 12.04 feet; thence South 49°38'56" West, departing the South line of the North 20.00 feet of said Lot 1, a distance of 163.09 feet; thence North 40°05'21" West a distance of 30.00 feet; thence North 49°38'56" East a distance of 125.26 feet to the Point of Beginning. Containing 3,931 square feet or 0.09 acres, more or less.

TCE 4: All of the South 5.00 feet of the North 25.00 feet of the West 250.00 feet of the East 648.31 feet of said Lot 1. Containing 1,250 square feet, more or less.

TCE 5: Beginning at the Northeast corner of said Lot 1; thence South, along the East line thereof, a distance of 60.11 feet; thence Northwesterly, departing the East line of said Lot 1, to a point on the North line of said Lot 1 that is 15.85 feet West of the Northeast corner thereof, as measured along the North line of said Lot 1; thence East, along the North line of said Lot 1, a distance of 15.85 feet to the Point of Beginning. Except for all that part lying within the North 20.00 feet of said Lot 1. Containing 212 square feet, more or less.

The bearings used in this description are based on the record plat of LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT.

Tract 11: 31755 W. 207th Street

Permanent Roadway Right-of-Way

All that part of the Northeast Quarter of Section 15, Township 15 South, Range 22 East, Johnson County, Kansas, being described as follows:

Commencing at the Northwest corner of said Northeast Quarter; thence North 88°09'59" East, along the North line thereof, a distance of 330.00 feet to the Northwest corner of the property described in a General Warranty Deed filed with the Johnson County, Kansas Register of Deeds in Book 201507 at Page 009730, said point being the Point of Beginning; thence continuing North 88°09'59" East, along the North line of said Northeast Quarter, a distance of 660.00 feet to the Northeast corner of the property described in said General Warranty Deed; thence South 01°50'01" East, along the East line of the property described in said General Warranty Deed, a distance of 60.00 feet to a point on the South line of the North 60.00 feet of said Northeast Quarter; thence South 88°09'59" West, along the South line of the North 60.00 feet of said Northeast Quarter, a distance of 660.00 feet to a point on the West line of the property described in said General Warranty Deed; thence North 01°50'01" West, along the West line of the property described in said General Warranty Deed, a distance of 60.00 feet to the Point of Beginning. Subject to all that part thereof in the North 20.00 feet in existing roadway right-of-way of W. 207th Street.

Containing 26,400 square feet or 0.61 acres, more or less.

The bearings used in this description are based on the record plat of LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT.

Permanent Drainage Easement

All that part of the Northeast Quarter of Section 15, Township 15 South, Range 22 East, in Johnson County, Kansas, being described as follows:

Commencing at the Northwest corner of said Northeast Quarter; thence North 88°09'59" East, along the North line thereof, a distance of 330.00 feet to the Northwest corner of the property described in a General Warranty Deed filed with the Johnson County, Kansas Register of Deeds in Book 201507 at Page 009730; thence South 01°50'01" East, along the West line of the property described in said General Warranty Deed, a distance of 60.00 feet to the Point of Beginning; thence continuing South 01°50'01" East, along the West line of the property described in said General Warranty Deed, a distance of 22.35 feet; thence South 67°06'20" East, departing the West line of the property described in said General Warranty Deed, a distance of 4.04 feet; thence North 22°53'40" East a distance of 26.47 feet to a point on the South line of the North 60.00 feet of said Northeast Quarter; thence South 88°09'59" West, along the South line of the North 60.00 feet of said Northeast Quarter, a distance of 14.75 feet to the Point of Beginning.

Containing 218 square feet, more or less.

The bearings used in this description are based on the record plat of LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT.

Tract 12: 31565 W. 207th Street

Permanent Roadway Right-of-Way

All of the North 20.00 feet of Lot 2, HI-ACRES SUBDIVISION, a subdivision of record situate in Johnson County, Kansas.

Containing 6,600 square feet or 0.15 acres, more or less.

Permanent Drainage Easement

All that part of Lot 2, HI-ACRES SUBDIVISION, a subdivision of record situate in Johnson County, Kansas, being described as follows:

Commencing at the West end of the Northernmost line of said Lot 2; thence South 01°50'01" East, along West line of said Lot 2, a distance of 20.00 feet to a point on the South line of the North 20.00 feet thereof; thence North 88°09'59" East, along the South line of the North 20.00 feet of said Lot 2, a distance of 6.08 feet to the Point of Beginning; thence continuing North 88°09'59" East, along the South line of the North 20.00 feet of said Lot 2, a distance of 15.11 feet; thence South 08°35'36" East, departing the South line of the North 20.00 feet of said Lot 2, a distance of 19.97 feet; thence South 81°24'24" West a distance of 15.00 feet; thence North 08°35'36" West a distance of 21.75 feet to the Point of Beginning.

Containing 313 square feet, more or less.

The bearings used in this description are based on the record plat of LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body of the City of Edgerton, Kansas, and approved by the Mayor on the 18th of October, 2018.

Donald Roberts, Mayor

(Seal)

ATTEST:

Rachel A. James, City Clerk

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney