

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
January 14, 2021  
7:00 P.M.**

To reduce the spread of COVID-19, Edgerton City Council members will attend virtually, using Microsoft Teams, an online meeting tool, to conduct the meeting.

In compliance with the guidance issued by the State of Kansas Attorney General, the City of Edgerton remains subject to the Kansas Open Meetings Act (KOMA) and is taking actions as necessary and reasonable under the circumstances of the emergency declaration to advance the conduct of governmental affairs and ensure the transaction of government business is open to the public.

Any resident wishing to attend City Council meeting may do so and is required to practice the social distancing guidelines as established by the State of Kansas and Center for Disease Control (CDC). The room will be set up to be in compliance with these requirements. The City Council members will not be physically present in the room.

Any member of the public wishing to provide general public comment or comment about an agenda item without attending the meeting in person may do so by email to Kara Banks (kbanks@edgertonks.org). If you are unable to email the comments, you may call the following number, and staff will report your comment on your behalf. (913) 893-6231. Any comments should be submitted by phone or email by noon (12:00 PM) on day of the scheduled meeting.

**Call to Order**

1. **Roll Call** \_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Conus \_\_\_\_ Lewis \_\_\_\_ Smith \_\_\_\_ Beem
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 10, 2020 Regular City Council Meeting
5. Approve Minutes from December 17, 2020 Special City Council Meeting
6. Consider Resolution No. 01-14-21A Establishing Fees and Rates for Permits, Licenses and Services within the City of Edgerton, Kansas
7. Consider Ordinance No. 2059 Amending Chapter IV, Article 5, Section 4-503 of the City Code of the City of Edgerton, Kansas and Repealing All Ordinances or Parts of Ordinances in Conflict Therewith
8. Consider Approval of Resolution No. 01-14-21B Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas

**Regular Agenda**

9. **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.

10. **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.
11. **Announcement.** Holiday Home Decorating Contest Winners

**Business Requiring Action**

12. **CONSIDER RESOLUTION NO. 01-14-21C ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND RELATED BOND DOCUMENTS FOR MIDWEST GATEWAY SERIES 2017A PROJECT**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

13. **CONSIDER RESOLUTION NO. 01-14-21D PROVIDING A DEADLINE OF JULY 22, 2021 TO RESOLVE A DANGEROUS AND UNFIT STRUCTURE EXISTING AT 502 E. 2ND STREET**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

14. **Report by the City Administrator**
- Recreation Programming Survey Results

15. **Report by the Mayor**

16. **Future Meeting Reminders:**

- January 28<sup>th</sup>: City Council Meeting – 7:00 PM
- February 9<sup>th</sup>: Planning Commission Meeting – 7:00 PM
- February 11<sup>th</sup>: City Council Meeting – 7:00PM
- February 25<sup>th</sup>: City Council Meeting – 7:00 PM
- March 9<sup>th</sup>: Planning Commission Meeting – 7:00 PM
- March 11<sup>th</sup>: City Council Meeting – 7:00 PM
- March 25<sup>th</sup>: City Council Meeting – 7:00 PM

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

18. **Adjourn** Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**EVENTS**

February 15<sup>th</sup>: City Hall Closed for President's Day  
February 18<sup>th</sup>: Annual State of the City

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**December 10, 2020**

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on December 10, 2020. The meeting convened at 7:01 PM with Mayor Roberts presiding.

**1. ROLL CALL**

Ron Conus	absent
Clay Longanecker	present via video conference
Josh Lewis	absent
Katee Smith	present via video conference
Josh Beem	present via video conference

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- City Attorney Lee Hendricks via video conference
- City Clerk Alexandria Clower
- Development Director Katy Crow
- Finance Director Karen Kindle via video conference
- Accountant Justin Vermillion via video conference
- Public Works Director Dan Merkh
- Marketing and Communications Manager Kara Banks via videoconference
- Customer Service Specialist II Veronica Huffman via videoconference

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

4. Approve Minutes for November 12, 2020 Regular City Council Meeting
5. Approve the Renewal of a Cereal Malt Beverage License Application for 2021
6. Approve Letter of Understanding with Johnson County Human Services for 2021 Utility Assistance
7. Approve Ordinance No. 2054 Amending Chapter XIV, Article 2 of the Municipal Code of the City of Edgerton, Kansas to Replace Code Section 14-203 and Repeal All Other Ordinances or Parts of Ordinances in Conflict Therewith
8. Approve Ordinance No. 2055 Amending Chapter VIII, Article 3, Section 8-309 of the Municipal Code of the City of Edgerton, Kansas and Repealing All Ordinances or Parts of Ordinances in Conflict Therewith
9. Approve Resolution No. 12-10-20A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas
10. Approve a Contract Renewal with Strategy, LLC for IT Services

Councilmember Longanecker requested items number 9 and 10 be removed for further questions.

Councilmember Longanecker motioned to approve the Consent Agenda with items 9 and 10 being removed for further discussion, motion seconded by Councilmember Smith. The Consent Agenda was approved, 3-0.

On item 9, Councilmember Longanecker asked what was changed. Ms. Beth Linn, City Administrator, stated the city updated the fee schedule to reflect sufficient fees for moving of buildings and wastewater sewer application fee. She stated the new fee schedule will also reflect abatement fees for tall grass and weeds, allowing for the fee to escalate when they become a repeat offender. This fee schedule would also reflect plan review fees for public improvements. The City currently has staff and outside contractors review plans, this would allow for the time used to review such plans, be paid for by the person/company pulling the permit.

Councilmember Longanecker motioned to approve the Consent Agenda Item Number 9, motion seconded by Councilmember Smith. Motion was approved, 3-0.

On item 10, Councilmember Longanecker asked if the difference in the amounts budgeted for 2021 could be clarified. Ms. Karen Kindle, Finance Director, stated with CARES funding the city was able to accelerate computer replacements that were scheduled to take place in 2021. The savings in these replacements will cover the difference. Ms. Kindle stated there is a small increase in the licensing fees due to the city moving to the government-only Microsoft licensing. She stated the pricing in the contract is changing because Strategy, the City's IT team, will now handle the Microsoft licensing for the city due to the migration to the cloud.

Councilmember Longanecker motioned to approve the Consent Agenda Item Number 10, motion seconded by Councilmember Smith. Motion was approved, 3-0.

## **REGULAR AGENDA**

### **11. Public Comments**

- Alexandria Clower, City Clerk, read a call from Travis Lewis, at 18100 Edgerton Rd. for public comments. He stated he would like Council to reconsider closing ballfields between November 1 and February 28. He says that the fields should be open year-round unless maintenance is being performed, especially this year during the pandemic. He added that tax dollars go to support the fields and that this is an amenity that the kids should be allowed to access whenever the weather is nice. He stated he would like to see this changed immediately.

### **12. Declarations**

- There were no declarations made by any of the Councilmembers.

13. **Announcement.** Welcoming of Veronica Huffman, City of Edgerton Customer Service Specialist and Court Clerk.

Councilmember Conus joined via video conference at 7:10PM

**BUSINESS REQUIRING ACTION**

14. **PUBLIC HEARING REGARDING A POSSIBLE DANGEROUS AND UNFIT STRUCTURE EXISTING AT 502 EAST 2ND STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO CITY OF EDGERTON CITY CODE, CHAPTER IV, ARTICLE 4, SECTION 4-407**

The owners of the home on 2<sup>nd</sup> Street, Mr. Abundiz and Ms. Hernandez, addressed the council. Mr. Abundiz stated they have been working to update and fix the structure located at 502 E 2<sup>nd</sup> Street. He stated new headers were added to replace what was diminished in previous structure and they have also replaced all joints on top and sub floors. He stated they are currently working to replace the roof and siding, with the exterior being their main goal to finish within the next couple months.

Mayor Roberts opened a public hearing regarding a possible dangerous and unfit structure located at 502 E 2<sup>nd</sup> St. at 7:15PM

Mayor Roberts closed the public hearing at 7:16PM with no public comments made.

Councilmember Conus lost partial connection at 7:16 PM. He could hear but was unable to make comments.

15. **CONSIDER A POSSIBLE DANGEROUS AND UNFIT STRUCTURE EXISTING AT 502 EAST 2<sup>ND</sup> STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO CITY OF EDGERTON CITY CODE, CHAPTER IV, ARTICLE 4, SECTION 4-407**

Ms. Katy Crow, Development Services Director, addressed the council. She gave a summary timeline for the recent actions related to the structure at 502 E 2<sup>nd</sup> Street. She stated per the City's code, this structure is still considered dangerous and unfit allowing the governing body to declare it an unsafe structure and monitor the progress the homeowners intend to make.

Ms. Crow stated pursuant to Chapter IV, Article 4, Section 4-407, and upon conclusion of this public hearing, the governing body must decide whether the structure under consideration is dangerous, unsafe, or unfit for human use or habitation. She stated findings must be in writing and the owner or agent will be notified to either repair or demolish or

remove the structure. She stated the governing body must provide a timeframe for the owner to abate the condition.

Ms. Crow stated if repair, alteration, or improvement of the structure can be made at a cost which shall not exceed 50 percent of the fair market value of the structure, the owner of the property shall, within the time specified in the order, repair, alter or improve the structure to render it safe and fit for human use or habitation, or shall vacate and close the structure until such time as he or she has complied with the order. She stated if the repair, alteration, or improvement of the structure cannot be made at a cost of 50 percent or less of its fair market value the owner shall, within the timeframe specified in the order, remove or demolish the structure.

Ms. Crow stated that should the owner fail to comply with the time specified in the order, the city may cause the structure to either be repaired, altered, improved, or demolished.

Ms. Crow stated, based on the cooperation from the property owners to date, the progress the property owners have made in renovating the structure and the active building permit, staff recommends a longer time frame for abatement be allowed, such as six months or one year. She stated additionally, staff would recommend additional metrics to monitor the project's progress, including maintaining an active building permit, monthly progress reports provided in writing to staff, or monthly progress inspections.

Mayor Roberts asked if that six (6)-month timeframe could be extended, if needed. Ms. Crow stated yes that it would come back to council after the first 6 months with updates, and council at that time could decide to extend.

Mayor Roberts stated his recommendation would be to allow a 6-month timeframe with monthly reports brought to council by city staff.

Councilmember Longanecker made motion to declare the structure at 502 E. 2nd Street unfit with direction to staff to prepare a resolution requiring the structure to be code compliant within six months and the stipulation that the owner provide access to the property for staff to provide the council monthly updates. Motion seconded by councilmember Smith. Motion was approved 3-0.

**16. CONSIDER A PUBLIC SERVICE AGREEMENT WITH JOHNSON COUNTY FIRE DISTRICT NUMBER 1, JOHNSON COUNTY, KANSAS**

Ms. Beth Linn, City Administrator, addressed the council. She stated in August 2020, Johnson County Fire District #1 (JCFD1) appeared before the City of Edgerton Governing Body to request a waiver of Development Fees associated with the construction of the new fire station facility located at 33364 W 191<sup>st</sup> Street, Edgerton, Kansas.

Ms. Linn stated this new facility will include a fire station with bays, a bunkhouse, administrative offices, and meeting rooms. She stated the project was approved by Edgerton Planning Commission on September 8, 2020. She stated this station will serve Logistics Park Kansas City, along with the residences in the associated service area and Big Bull Creek Park. She stated this new facility will be called Station 123.

Ms. Linn stated, the JCFD1 currently operates Edgerton Station located at 400 E 3<sup>rd</sup> St. in downtown Edgerton. This station provides fire protection and EMS services to the residences and business community of Edgerton. She stated, during discussion of the new station on August 27, 2020, Assistant Chief Dennis Meyers appeared before the Governing Body and requested the Development Fees for the new station be waived. She stated, in addition, Chief Meyers confirmed the construction of this new facility would not cause the closing of the existing Edgerton Station.

Ms. Linn stated the agreement brought forth to council outlines the agreement to waive Edgerton Development Fees while keeping the Edgerton Station in operation. She stated the agreement contains a provision that if at any time JCFD1 decides to close down Edgerton Station, they will be responsible for repayment of the waived Development Fees. This includes the continued provision of services currently offered by Edgerton Station, including but not limited to, fire protection and EMS services.

Mayor Roberts stated this agreement finalizes that the station in Edgerton will not close or move. In addition, it moves the JCFD1 cooperative headquarters to Edgerton City Limits.

Councilmember Longanecker motioned to approve the Agreement with Johnson County Fire District No. 1, motion seconded by councilmember Smith. Motion was approved 3-0.

**17. CONSIDER RESOLUTION NO. 12-10-20B CONSENTING TO THE ASSIGNMENT OF BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS**

Scott Anderson, Bond Council, addressed the council. The City has issued industrial revenue bonds for the ELHC XXI Project. Every time the City issues bonds, the ELHC entity leases the project to the City, and the City then subleases the project back to the ELHC entity. This gives the City the necessary legal interest in the project which is required by Kansas statutes to issue bonds.

Mr. Anderson stated the ELHC XXI project is currently subleased to UPS. UPS has an option to purchase the property from ELHC XXI. UPS has exercised that option. The resolution approves the assignment of the ELHC XXI project to BT-OH, LLC, a Delaware limited liability company. This entity is an affiliate of UPS.

Mr. Anderson stated the city has to consent to the assignment because it is currently under a lease agreement. He stated this assignment is identical to what has been done in past approvals. This resolution approves assignment assumption, bond documents to UPS and also authorizes Estoppel Certificates, which means there are no defaults under the documents.

Councilmember Smith motioned to approve Resolution No. 12-10-2020B. Motion seconded by councilmember Longanecker. Motion was approved 3-0.

**18. CONSIDER A GOVERNMENT ENFORCEMENT SERVICES AGREEMENT FOR JOHNSON COUNTY LOCAL HEALTH OFFICER ORDERS AND COUNTY BOARD OF HEALTH ORDERS**

Ms. Linn addressed the council. She stated on November 13, 2020 the Johnson County Board of Public Health issued Order No. 002-20. This order went into effect at 12:01am, on Monday, November 16<sup>th</sup> and will remain in effect through 11:59pm, on Sunday, January 31, 2021, unless it is amended, revoked or replaced.

Ms. Linn stated this order has provisions about the types of public spaces that will require 6 feet of physical distancing and limits mass gatherings to 50 people or 50 percent of capacity allowed by a building's fire codes (whichever is less). The order prohibits certain types of large-scale events and contains provisions for restaurants and bars, recreational and youth organized sports, and fitness centers/health clubs to maintain 6' of physical distancing within their establishments. Individuals within a public space must maintain 6' of social distancing from other individuals, unless they live in the same household.

Ms. Linn stated following the issuance of this order, Johnson County contacted the cities in Johnson County requesting that each city enter into a Government Enforcement Services Agreement to allow Johnson County the authority to enforce the public health order within the corporate city limits in Edgerton. Without this Agreement, Johnson County would not have the authority to enforce within the city limits of Edgerton.

Mayor Roberts opened meeting up for comments.

Justin Everson, Co-Owner of the Full Draw Bar and Grill, addressed the council. He stated businesses like theirs are hurting from Johnson County telling small business owners to shut their doors at certain times, capacity, etc. By the City opting into this Agreement with Johnson County, he said it puts their business at risk for fines set by the county and ultimately puts their business at risk of closing.

Councilmember Conus logged back on at 7:42PM



Councilmember Conus asked what the county order consisted of and if there would be any fines. Ms. Linn responded the county has requested the city opt into an enforcement agreement of the Public Health Order and fines would be collected, but they would go to the county.

Councilmember Conus motioned to decline the Government Enforcement services Agreement for Johnson County Local Health Order. Motion to decline seconded by councilmember Beem.

Government Enforcement Services Agreement was rejected, 4-0

**19. CONSIDER AN AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S DEPARTMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2021**

Ms. Beth Linn, City Administrator, addressed the council. She stated the City of Edgerton contracts with the Johnson County Sheriff's Department to provide law enforcement services to the citizens of Edgerton. The services as described in the agreement for 2021 are identical as services provided in 2020 including the "Power Shift". She stated the agreement includes providing law enforcement duties customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City. The County shall furnish and supply all necessary labor, supervision, equipment, communication facilities and supplies necessary to maintain these services.

Ms. Linn stated the agreement states that generally the level of service shall be the same that is provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district on a full-time basis, twenty-four (24) hours a day. She stated a fully-manned patrol car shall ordinarily be stationed in the Edgerton district and an additional fully-manned patrol car or patrol cars shall be available as needed from adjacent districts.

Ms. Linn stated the Edgerton district shall have the following boundaries: the Johnson County line on the west and south; 167th Street on the north; and Gardner Road/Center Street to the east.

Ms. Linn stated the 2021 Agreement also includes the same language from 2020 in Addendum Number 1 for the "Power Shift" which is a second patrol unit assigned to the residential area of Edgerton for 40 hours each week.

Ms. Linn stated the City shall provide the Sheriff with sufficient advance notice of community events that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic or that may result in

increased levels of law enforcement services to appropriately police the event. Additional costs for services shall be paid as allowed by the agreement.

Ms. Linn stated the terms of this agreement state the City shall 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. If the City fails to meet the above-mentioned standards, it is agreed that City ordinances will not be enforced by the Sheriff.

Councilmember Longanecker asked if the policing services alone have gone up in price. Ms. Karen Kindle, Finance Director, stated the price dropped roughly \$1,300.00 a year.

Councilmember Longanecker motioned to approve the Agreement with Johnson County Sheriff's Office, motion seconded by councilmember Smith. Motion was approved 4-0.

**20. CONSIDER A RELOCATION AND REIMBURSEMENT AGREEMENT WITH KPC PIPELINE, LLC FOR THE 207TH STREET GRADE SEPARATION PROJECT**

Mr. Dan Merkh, Public Works Director, addressed the council. He stated the 207<sup>th</sup> grade Separation Project is scheduled for construction in 2021. He stated part of this schedule is to coordinate utility relocation with KPC Pipeline LLC.

Mr. Merkh stated proposed grades for 207<sup>th</sup> require the adjustment of the pipelines to maintain clearance and minimum depths. Plans were provided to KPC in early 2020 in order for them to review and accept the proposed changes.

Mr. Merkh stated the cost for KPC Pipeline to relocate the pipeline starts at an estimate of \$448,000. He stated the City makes payment based on the estimate, and KPC Pipeline starts work. Upon completion of the work, if the actual costs are lowered, funds are returned to the City. If the actual costs are greater, a new cost is submitted to the City for payment. He stated the project budget includes sufficient funding for this cost.

Mr. Merkh stated staff is working with KPC Pipeline along with the City Attorney to finalize the draft agreement and would recommend the City Council authorize the Mayor to sign the Agreement pending approval from the City Attorney.

Councilmember Longanecker motioned to authorize Mayor Roberts to sign the finalized agreement with KPC Pipeline pending approval of the City Attorney. Motion seconded by councilmember Conus. Motion was approved 4-0.

**21. CONSIDER ORDINANCE NO. 2056 AMENDING CHAPTER VIII, ARTICLE 4, OF THE CITY CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH**

Ms. Katy Crow, Development Services Director, addressed the council. She stated on October 22, 2020 the Governing Body held a Work Session to review the City of Edgerton Municipal Code as it relates to several code enforcement topics. She stated pursuant to discussions held during the work session and review of the code section with the City Attorney, City Staff updated this Chapter and Article of the Municipal Code.

Ms. Crow explained the changes made to the code. She stated the title changed to read Junked/Inoperable Motor Vehicles on Private Property. This will encompass all inoperable vehicles on private property, not just those in a junked state. She stated inoperable vehicles located on the public street are handled through the Sheriff's Office and those that are on private property are handled through the City of Edgerton Code Enforcement.

Ms. Crow stated the definition of Motor Vehicles was expanded to include recreational vehicles, trailers, truck campers, boats and jet skis. She stated that the section of code where fully operable vehicles could be in violation if not moved for 30 days was removed.

Ms. Crow stated the storage of vehicles at a business enterprise will be moved to the Unified Development Code, because of reference to zoning regulations and vehicle screening, both topics governed by the UDC.

Ms. Crow stated in reference to requests for a hearing on a violation of this section, "or its designated representative" was added to allow the Governing Body to designate a representative to act on their behalf. The hearing process referenced in Section 8-412 is not meant to be a judicial hearing and the judge for the City of Edgerton may not be named as the designated representative, but the Governing Body may name the City Attorney to act in this role.

Ms. Crow stated a Restoration Permit was added to the code, which allows a resident to perform restoration work on a vehicle without being in violation of the code. This permit would have a fee component that is set and approved by the Governing Body. Ms. Crow stated this permit does not pertain to regular maintenance performed on a daily basis, just those that meet the criteria of being considered an inoperable vehicle in our city code.

Mayor Roberts asked if council could designate someone other than governing body for the hearing process for violations. The City Attorney, Lee Hendricks, stated the Governing Body can name an individual now, if they would like. Mayor Roberts stated his recommendation was to name the City Attorney as the designated representative.

Councilmember Longanecker asked for clarification on the restoration permit and fees that could be associated with it. Ms. Crow stated staff recommends the permit fee be set at \$250.00 for 3 months. Mr. Longanecker asked what about an extension amount. Ms. Crow

stated currently how it reads, it would be another \$250.00 but council could approve another amount if desired.

Councilmember Smith made motion to approve the City Attorney as the designated representative for the hearing process and to set the Restoration Permit fee to \$250.00 for 3 months from the date of issuance. Councilmember Longanecker seconded the motion. Motion was approved 4-0.

#### **21.5. CONSIDER ORDINANCE NO. 2057 ANNEXING CERTAIN LAND INTO THE CITY OF EDGERTON, KANSAS**

Ms. Beth Linn address the council. She stated the city has received two consents for annexation from property owners requesting to be inside city limits. Kansas Statute 12-520 states that the governing body of any city, by ordinance, may annex land into such city if that land adjoins the city and written petition for consent for annexation. She stated this property is contiguous to property within the City of Edgerton corporate city limits. Ms. Linn stated one correction is that the city would ask the governing bodies consideration to annex the adjoining right of way adjacent to the property.

Councilmember Longanecker made motion to empower the Mayor to sign Ordinance No. 2057 approving the annexation of certain land into the City of Edgerton, KS pending two items; receipt and verification of ownership of tracts and an updated legal description by the city engineer to reflect the inclusion of adjacent right-of-way. Motion seconded by councilmember Beem. Motion was approved 4-0.

#### **22. Report by the City Administrator**

- CARES Funding Update - Allocation and Spending

Total reimbursable expenses are just over \$70,000. This includes telework improvements, a significant portion of technology for staff to work at home, councilmembers, etc. Also included is Personal Protective Equipment, payroll expenses such as reimbursement that qualifies for COVID-19 sick leave, and fees for the City Attorney. Funding will be received and must be spent before December 30<sup>th</sup>.

#### **23. Report by the Mayor**

Mayor Roberts asked council for their availability for a special council meeting, likely to be held the following Thursday evening, December 17, 2020 at 7:00 PM.

Councilmembers Longanecker, Smith, Conus and Beem confirmed their availability for the Special Council Meeting to be held December 17<sup>th</sup> at 7:00 PM.

#### **24. Future Meeting Reminders:**

- January 12<sup>th</sup>: Planning Commission Meeting – 7:00 PM
- January 14<sup>th</sup>: City Council Meeting – 7:00 PM
- January 28<sup>th</sup>: City Council Meeting – 7:00 PM
- February 9<sup>th</sup>: Planning Commission Meeting – 7:00 PM
- February 11<sup>th</sup>: City Council Meeting – 7:00PM
- February 25<sup>th</sup>: City Council Meeting – 7:00 PM

**25. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSES OF PENDING LITIGATION AND CONTRACT NEGOTIATIONS**

Councilmember Beem motioned to recess into executive session pursuant to K.S.A 75-4319(B)(2) for consultation with an attorney deemed privileged in the attorney-client relationship to include the City Attorney and the City Administrator for the purposes of pending litigation and contract negotiations for 15 minutes. Councilmember Smith seconded the motion. The meeting recessed into executive session at 8:20 PM after a vote of 4-0.

Councilmember Smith motioned to return to open session with no action being taken. Councilmember Longanecker seconded the motion. Open session resumed at 8:35 PM after a vote of 3-0.

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

Councilmember Longanecker motioned to recess into executive session pursuant to K.S.A 75-4319(B)(2) for consultation with an attorney deemed privileged in the attorney-client relationship to include the City Attorney and the City Administrator for the purposes of potential litigation for 10 minutes. Councilmember Smith seconded the motion. The meeting recessed into executive session at 8:40 PM after a vote of 3-0.

Councilmember Longanecker motioned to return to open session with no action being taken. Councilmember Smith seconded the motion. Open session resumed at 8:50 PM after a vote of 4-0.

**27. Adjourn**

Councilmember Smith motioned to adjourn the meeting, seconded by Councilmember Longanecker. The motion carried and the meeting adjourned at 8:54 PM, 4-0.

**CITY OF EDGERTON, KS  
EDGERTON CITY COUNCIL  
SPECIAL MEETING AGENDA  
DECEMBER 17, 2020**

A Special Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on December 17, 2020. The meeting convened at 7:00 PM with Mayor Roberts presiding.

**1. ROLL CALL**

Ron Conus	present via videoconference
Clay Longanecker	present via videoconference
Josh Lewis	absent
Katee Smith	present via videoconference
Josh Beem	present via videoconference

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- City Attorney Lee Hendricks (via videoconference)
- City Clerk Alexandria Clower
- Development Services Director Katy Crow
- Finance Director Karen Kindle (via videoconference)
- Public Works Director Dan Merkh (via videoconference)
- Marketing and Communications Manager Kara Banks (via videoconference)

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**Consent Agenda**

4. Confirm Request for a Special Meeting of The Edgerton City Council

Councilmember Longanecker motioned to approve, seconded by councilmember Smith. The consent agenda was approved. 4-0

**Regular Agenda**

**5. Public Comments.**

Mayor Roberts requested that all public comments for the business item be held until that item is discussed. No other public comments were made.

**6. Declaration.** There were no declarations made by any of the councilmembers.

### **Business Requiring Action**

#### **7. CONSIDER ORDINANCE NO. 2058 ANNEXING CERTAIN LAND INTO THE CITY OF EDGERTON, KANSAS**

Ms. Beth Linn, City Administrator, addressed the council. She stated the City of Edgerton has received seven consents for annexation of property. Kansas Statute 12-520 states that the governing body of any city, by ordinance, may annex land to such city if that land adjoins the city and a written petition for consent to annexation is filed with the city. She stated the property owners have filed the required petition for Consent for Annexation and the properties are contiguous to property within the City of Edgerton corporate city limits.

Ms. Linn showed a map to reference the parcels in consideration. The land that was annexed through the annexation ordinance (Ordinance No. 2057) passed at the December 10 council meeting makes these properties adjacent and contiguous, which is required for annexation.

Mayor Roberts stated this ordinance, if passed, is just for annexation of the land into the Edgerton city limits. To start such annexation, the property owner must submit a petition for annexation. He stated annexations do not require notification to the public, but future applications such as rezoning will require notification to the public and adjacent homeowners as defined by Edgerton Unified Development Code.

Mayor Roberts opened the meeting for public comments.

Shane Brown, located at 29445 W 199<sup>th</sup> St., addressed the council. He asked if the current zoning of the land was agricultural. Beth Linn, City Administrator, responded the land is currently rural residential. Mr. Brown asked if and when that zoning will change. Lee Hendricks, City Attorney stated the current zoning stays in effect until the property owner applies for rezoning.

Mike McGuire, located at 20216 S Gardner Rd., addressed the council. He stated he thought the property owners on the east side of Gardner Road did not close their sale until Friday [December 11] and that the Council could not approve that annexation before the sale was complete. Ms. Linn stated the property owners closed on Thursday and the city held a council meeting that Thursday night [December 10]. It is required for the city to publish the ordinance (Ordinance No. 2057), which occurred December 16<sup>th</sup>, allowing the city to bring this annexation ordinance tonight.

Mary Cunningham, located at 29245 W 199<sup>th</sup> St., addressed the council. She asked if larger parcels are bought next to a property that might have a home on it, can that property be absorbed into an annexation. Mayor Roberts responded, absorption does not happen, however, the city can force an annexation. He stated as long as he is Mayor that the City of Edgerton has no intention of forcing a property owner to annex. Mr. Hendricks reiterated that the current Mayor and City Council has stated that the City has no intention to annex any property except as petitioned by a willing property owner for consent to annex.

Mayor Roberts invited all in attendance to sign up for notifications through the City's website.

Mr. Brown asked if there is currently a plan to run utilities to the properties annexed. He stated that he and his neighbors are currently on septic and running sewer could affect residents currently living in that area. Mayor Roberts stated Edgerton could place sewer because the city built and placed the sewer plant to serve a larger region, but there is currently no plan for the City of Edgerton to expand services.

Ms. Geneva Muro located at 29345 W 199<sup>th</sup> St. called City Hall and requested to make public comment. She stated she wants to let council know that the Board of County Commissioners rejected a different development proposal at the corner of 207<sup>th</sup> and Gardner Road to keep the area rural residential. She stated she is concerned about potential rezoning of this site and making sure that she is notified about any rezoning before it occurs. Ms. Muro also stated she wants council to know that she and her adjacent property owners are on gas wells and she is concerned about the potential impact.

Councilmember Beem referenced the map. He asked if the parcel containing houses on the Northeast corner of Gardner Rd. and 215<sup>th</sup> St. was being annexed. Mayor Roberts responded that those houses are not being annexed.

Councilmember Conus stated he agrees with Mayor Roberts on forced annexations. He stated he would only support voluntary annexations into the City of Edgerton requested by the landowners of such property.

Councilmember Longanecker motioned to approve, seconded by councilmember Conus. Ordinance No. 2058 was approved, 4-0

## **8. Adjourn**

Councilmember Longanecker motioned to adjourn, seconded by councilmember Smith. Meeting adjourned at 7:30PM



## City Council Action Item

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**Council Meeting Date:** January 14, 2021

**Department:** Administration

**Agenda Item: Consider Resolution No. 01-14-21A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas.**

**Background/Description of Item:**

On December 10, 2015, the City Council approved Ordinance No. 1006 which included the authorization for the City to create a Fee Resolution, which would be reviewed annually. The purpose for the annual resolution is to consolidate the fees in one location and remove the fees from the Edgerton Municipal Code "Code Book," thereby eliminating the need for continual ordinance amendments. On occasion, staff must bring forward updates to the Fee Resolution at times other than the annual review, in order to include new or updated fees as determined by adopted policy.

The following resolution, No. 01-14-21A, provides an update to the Fee Resolution to include the fee for a Vehicle Restoration Permit as approved by the Governing Body at the December 10, 2020 City Council meeting. During that meeting City of Edgerton Municipal Code - Chapter VIII, Article 4 was amended to include Section 8-414 which includes the provisions for this type of permit. At the same time the Code was amended, The Governing Body set the fee for this permit type at \$250. The same fee applies to both new and renewed Vehicle Restoration Permits.


A redlined copy of the Resolution is included to show this update along with a clean copy.

**Related Ordinance(s) or Statue(s):** Ordinance No. 1006

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**Funding Source:** N/A

**Budget Allocated:** N/A

x 

**Finance Director Approval:** Karen Kindle, Finance Director

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**Recommendation: Approve Resolution No. 01-14-21A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas.**

**Enclosed:**

Draft Resolution No. 01-14-21A redline version  
Draft Resolution No. 01-14-21A clean version

**Prepared by:**

Katy Crow, Development Services Director

**RESOLUTION NO. 01-14-21**

**A RESOLUTION ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS.**

**WHEREAS**, pursuant to Ordinance No. 1006, the City Council indicated that all City Fees that previously were spread throughout the City Code, and would require an Ordinance amending that particular part of the Code to change the fee, would instead be consolidated into a City Fee Resolution such that all fees could be better monitored and, any revisions thereto, could be accomplished via resolution instead of an ordinance; and

**WHEREAS**, City Staff continues to work on consolidating said fees into this Fee Resolution and, as those fees are added in, revised versions of this Resolution will be presented for Council approval.

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

**SECTION 1: FEES.**

The following fees shall be due and payable to the City Clerk:

**OPEN RECORDS**

Inspection Fee, if item is not readily available	\$20.00 per request
Copying Fee (no charge for first ten (10) pages)	\$0.10 per page after first ten
Mailing Fee	Actual mailing costs
Facsimile charges	\$1.00 / \$0.10 per page
Searches by staff, three (3) hours or more	\$25.00 per hour

**ANIMAL CONTROL**

**Animal Registration Fees:**

Neutered/Spayed dog or cat	\$5.00
Unneutered/Non-spayed dog or cat	\$25.00
Seniors (60 plus) with neutered/spayed dog or cat	\$No Charge
Chicken registration	\$50.00
Chicken registration for senior residents (60 plus)	\$25.00
Breeder Fee	\$500.00
Late Registration Fee	\$25.00
Duplicate Tag Fee	\$1.00

**Animal Redemption Fees:**

Registered	
First pick up	\$No charge
Second pick up	\$50.00

Third pick up	\$100.00
Non-Registered, Neutered/Spayed First pick up	\$50.00
Non-Registered, Unneutered/unspayed First pick up	\$100.00
City provided rabies vaccination	\$50.00
Habitual Violator (dog picked up more than three times in one year)	\$250.00
Boarding Fee	\$10.00 per day
<b><u>Animal Adoption Fees:</u></b>	
Neutered/Spayed Pet	\$50.00
Pet Neutered/Spayed by the City	\$100.00

## **BEVERAGES**

### **Cereal Malt Beverages**

General Retailer	\$100.00
Limited Retailer	\$35.00
Change of Location Fee	\$5.00

### **Drinking Establishments**

License Fee – Biennial occupation tax	\$500.00
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### **Private Club**

License Fee – Class A Biennial occupation tax	\$500.00
License Fee – Class B Biennial occupation tax	\$500.00

### **Special Event**

Permit Fee	\$50.00
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### **Caterer**

Permit Fee	\$250.00
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### **Retail**

Permit Fee Biennial occupation tax	\$500.00
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## **BUILDINGS AND CONSTRUCTION**

### **Permit Fees – Non-Residential Building**

<i>Total Valuation</i>	<i>Fee</i>
\$1.00 to \$500	\$22.00
\$501.00 to \$2,000.00	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000.00	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fractions thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.00 to \$1,000,000.00	\$2,855 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$4,955.00 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

### Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
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Re-inspection fees assessed	\$50.00 per hour
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Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
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Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the juris- diction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
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For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
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### **Permit Fees – Residential Building**

#### *Total Valuation*

#### *Fee*

\$1 to \$500

\$13

\$501 to \$2,000

\$13 for first \$500.00 plus  
\$1.50 for each additional  
\$100.00 or fraction thereof,  
to and including \$2,000

\$2,001 to \$25,000

\$35.50 for the first \$2,000.00  
plus \$8.00 for each additional  
\$1,000 or fraction thereof, to  
and including \$25,000.

\$25,001 to \$50,000

\$219.50 for the first \$25,000  
plus \$6.50 for each additional  
\$1,000 or fraction thereof, to  
and including \$50,000.

\$50,001 to \$100,000

\$381.00 for the first \$50,000  
plus \$4.00 for each additional  
\$1,000 or fraction thereof, to  
and including \$100,000.

\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

#### Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
Re-inspection fees assessed	\$50.00 per hour
Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the jurisdiction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
Certificate of Occupancy	\$10.00
Fire Review and Inspection - Core and Shell 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Tenant Finish 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2)	\$250.00

Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection	\$0.02 per square foot
- Core and Shell	
12,501.00 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

Fire Review and Inspection	\$0.02 per square foot
- Tenant Finish	
12,501 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

**Permit Fees - Fuel Gas Code**

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

**Permit Fees – Plumbing Code**

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

**Permit Fees – Mechanical Code**



Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

#### **Permit Fees – Electrical Code**

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

#### **Moving Buildings**

House/building/derrick or other structure permit	\$250.00 + Staff Time to monitor the move
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#### **Oil and Gas Wells**

Permit Fee	\$150.00 per well
License Fee	\$25.00 per well

#### **Fire Insurance Proceeds Fund**

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u> )	\$5,000.00 or 10% of covered claim payment, whichever is less
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## **BUSINESS LICENSE**

General License	\$5.00
Solicitor's License – Investigation Fee	\$50.00
Solicitor's License – Issuance Per day	\$25.00
Solicitor's License – Six Months	\$250.00
Adult Entertainment Business License	\$250.00
Adult Entertainment Manager's License	\$20.00
Adult Entertainers License	\$20.00
Adult Entertainment Service's License	\$20.00
Mobile Food Vender License	\$100.00
Block Party	\$25.00

## **FIREWORKS**

Fireworks – Temporary Retail Sale Application Fee	\$500.00
Fireworks – Temporary Retail Sale Bond	\$1000.00
Public Display Application Fee	\$100.00

## **SOLID WASTE**

Customer Unit Charge – Monthly (One trash container and one recycle container)	\$7.50
Extra Container Charge – Monthly	\$5.00
Extra Recycle Container – Monthly	\$1.00

## **PUBLIC PROPERTY**

Community Hall Rental – Residents (24-hrs midnight)	\$100.00
Community Hall Rental – Non-Residents (24 -hrs midnight)	\$150.00
Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$50.00
Overnight Camping (by special permit)	\$10.00
Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
-Horse Shoe Pit Lights	\$20 / hour

Right-Of-Way Permit	\$100.00
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## **PUBLIC OFFENSES**

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
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Abatement Administrative Fee	\$50.00 per abatement
Abatement Administrative Fee-Tall Weed/Grass	\$50.00 for the first
abatement with the fee increasing by \$50.00 for each subsequent abatement	

## **UTILITIES - WATER**

### **Water Rate**

#### **WATER**

**[Customer Service Charge + Vol. Rate = Monthly Bill]**

#### **Customer Service Charge**

<b>Meter Size</b>	<b>Inside City</b>	<b>Outside City</b>
5/8"	\$21.15	\$31.70
1"	\$25.14	\$37.69
1 1/2"	\$31.77	\$47.65
2"	\$39.76	\$59.63
3"	\$58.39	\$87.55
4"	\$84.97	\$127.45
6"	\$151.46	\$227.18
8"	\$231.26	\$346.89

#### **Volumetric Rate [per 1,000 gallons]**

<b>Tiers</b>	<b>Inside City</b>	<b>Outside City</b>
0-2,000	\$4.36	\$6.53
2,001-10,000	\$9.79	\$14.67
>10,000	\$13.50	\$20.23

### **Water System Development Fees**

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,300
1"	\$10,750
1.5"	\$21,500
2"	\$34,400
3"	\$64,500
4"	\$107,500
6"	\$215,000
8"	\$344,000

**Water Connection Fees**

Connections Charge: Inside City - Regular ( $\frac{3}{4}$ -inch service, with $\frac{3}{4}$ -inch by 5/8 inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular ( $\frac{3}{4}$ -inch service, with $\frac{3}{4}$ -inch by 5/8-inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Reconnection Fee, during normal business hours	\$25.00
Reconnection Fee, during non-business hours	\$100.00
Meter Testing (if meter is correct)	\$10.00
Hydrant Meter Refundable Deposit	\$1,500.00

## UTILITIES - WASTEWATER

### Wastewater Rate

#### WASTEWATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

#### Customer Service Charge

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\$6.75

#### Volumetric Rate

\$7.81 [per 1,000 gallons]<sup>1</sup>

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

<sup>1</sup> For residential use properties, Section 15-305(b) of Article 3 of Chapter XV of the City Code will determine the level of gallons.

### Wastewater System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,800
3/4"	\$6,600
1"	\$12,000
1.5"	\$24,000
2"	\$38,400
3"	\$72,000
4"	\$120,000
6"	\$240,000
8"	\$384,000

### Wastewater Connection Fees

Connection Charge and Inspection Fee	\$750.00
Wastewater Service Application Fee	\$30.00

### Wholesale Wastewater Rate

\$3.65 [per 1,000 gallons]

### Private Disposal System Fees

Installation Permit	\$250.00
Significant Alteration and Repair Permit	\$100.00
Minor Repair	\$50.00
Non-Residential Annual Operation Permit	\$50.00

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(first year fee included in Installation Permit Fee)	
Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours	\$15.00 per hour
(2-hour charge minimum, additional to inspection fee)	

## **VEHICLE PERMITS**

Restoration Permit	\$250.00/new or renewal
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## **ZONING AND DEVELOPMENT FEES**

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development:	
Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$250.00 plus publication fees
Rezoning Fee	\$250.00
Conditional/Special Use Permit Fee	
Residential Zoning Districts	\$100.00 plus publication fees
Non-Residential Zoning Districts	\$1,000.00 plus publication fees
Temporary Construction Activities	
Permit Fee	\$500.00
Amended Application Requiring Another	
Planning Commission Review, Post Approval	\$250.00
Expired Permit – treated as a new permit	\$500.00
Blasting Permit (one (1) year)	\$500.00
Home Occupation Permit Fee	\$5.00
Preliminary/Final Site Plan Fee	\$200.00 plus \$10.00 per acre plus publication fees
Site Plan Re-review Fee	\$200.00 plus \$1.00 per acre
Revised Site Plan Fee	
Requiring Planning Commission Approval	\$250.00
Requiring Zoning Administrator Approval	\$100.00

Preliminary Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Preliminary Plat Re-review Fee	\$300.00 plus \$10 per lot
Final Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Final Plat Re-review Fee	\$300.00 plus \$10 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00
New Public Improvement Plan Review Fee	
Street/Stormwater/Water/Sewer	\$300.00
Re-review Fee	\$300.00
New Public Improvement Inspection Fee	
Street/Stormwater	Actual cost of inspection + 2% administrative fee
Water/Sewer	Actual cost of inspection + 2% administrative fee
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
Zoning Verification Letter	\$75.00 per request
Temporary Certificate of Occupancy Extension	\$100 per request

### **Sign Fees**

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00

Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00

**SECTION 2: Effective Date.** This Resolution shall become effective upon adoption by the Governing Body.

**SECTION 3: Repealer.** Any fees or resolutions inconsistent herewith are hereby repealed and said City Code references (along with other specific fee references throughout the City Code that will now be controlled by the Fee Resolution) will be formally withdrawn via a future ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 14<sup>th</sup> DAY of JANUARY, 2021.

\_\_\_\_\_  
DONALD ROBERTS, MAYOR

ATTEST:

\_\_\_\_\_  
ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
LEE W. HENDRICKS, CITY ATTORNEY



## **RESOLUTION NO. 01-14-21A**

### **A RESOLUTION ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS.**

**WHEREAS**, pursuant to Ordinance No. 1006, the City Council indicated that all City Fees that previously were spread throughout the City Code, and would require an Ordinance amending that particular part of the Code to change the fee, would instead be consolidated into a City Fee Resolution such that all fees could be better monitored and, any revisions thereto, could be accomplished via resolution instead of an ordinance; and

**WHEREAS**, City Staff continues to work on consolidating said fees into this Fee Resolution and, as those fees are added in, revised versions of this Resolution will be presented for Council approval.

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

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Chicken registration	\$50.00
Chicken registration for senior residents (60 plus)	\$25.00
Breeder Fee	\$500.00
Late Registration Fee	\$25.00
Duplicate Tag Fee	\$1.00

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Third pick up	\$100.00
Non-Registered, Neutered/Spayed First pick up	\$50.00
Non-Registered, Unneutered/unspayed First pick up	\$100.00
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Boarding Fee	\$10.00 per day
<b><u>Animal Adoption Fees:</u></b>	
Neutered/Spayed Pet	\$50.00
Pet Neutered/Spayed by the City	\$100.00

## **BEVERAGES**

### **Cereal Malt Beverages**

General Retailer	\$100.00
Limited Retailer	\$35.00
Change of Location Fee	\$5.00

### **Drinking Establishments**

License Fee – Biennial occupation tax	\$500.00
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### **Private Club**

License Fee – Class A Biennial occupation tax	\$500.00
License Fee – Class B Biennial occupation tax	\$500.00

### **Special Event**

Permit Fee	\$50.00
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### **Caterer**

Permit Fee	\$250.00
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### **Retail**

Permit Fee Biennial occupation tax	\$500.00
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## **BUILDINGS AND CONSTRUCTION**

### **Permit Fees – Non-Residential Building**

<i>Total Valuation</i>	<i>Fee</i>
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\$501.00 to \$2,000.00	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000.00	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fractions thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.00 to \$1,000,000.00	\$2,855 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$4,955.00 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

### Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
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Re-inspection fees assessed	\$50.00 per hour
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Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
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Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the juris- diction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
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For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
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### **Permit Fees – Residential Building**

#### *Total Valuation*

#### *Fee*

\$1 to \$500

\$13

\$501 to \$2,000

\$13 for first \$500.00 plus  
\$1.50 for each additional  
\$100.00 or fraction thereof,  
to and including \$2,000

\$2,001 to \$25,000

\$35.50 for the first \$2,000.00  
plus \$8.00 for each additional  
\$1,000 or fraction thereof, to  
and including \$25,000.

\$25,001 to \$50,000

\$219.50 for the first \$25,000  
plus \$6.50 for each additional  
\$1,000 or fraction thereof, to  
and including \$50,000.

\$50,001 to \$100,000

\$381.00 for the first \$50,000  
plus \$4.00 for each additional  
\$1,000 or fraction thereof, to  
and including \$100,000.

\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

#### Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
Re-inspection fees assessed	\$50.00 per hour
Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the jurisdiction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
Certificate of Occupancy	\$10.00
Fire Review and Inspection - Core and Shell 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Tenant Finish 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2)	\$250.00

Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection	\$0.02 per square foot
- Core and Shell	
12,501.00 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

Fire Review and Inspection	\$0.02 per square foot
- Tenant Finish	
12,501 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

**Permit Fees - Fuel Gas Code**

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

**Permit Fees – Plumbing Code**

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

**Permit Fees – Mechanical Code**

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

#### **Permit Fees – Electrical Code**

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

#### **Moving Buildings**

House/building/derrick or other structure permit	\$250.00 + Staff Time to monitor the move
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#### **Oil and Gas Wells**

Permit Fee	\$150.00 per well
License Fee	\$25.00 per well

#### **Fire Insurance Proceeds Fund**

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u> )	\$5,000.00 or 10% of covered claim payment, whichever is less
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## **BUSINESS LICENSE**

General License	\$5.00
Solicitor's License – Investigation Fee	\$50.00
Solicitor's License – Issuance Per day	\$25.00
Solicitor's License – Six Months	\$250.00
Adult Entertainment Business License	\$250.00
Adult Entertainment Manager's License	\$20.00
Adult Entertainers License	\$20.00
Adult Entertainment Service's License	\$20.00
Mobile Food Vender License	\$100.00
Block Party	\$25.00

## **FIREWORKS**

Fireworks – Temporary Retail Sale Application Fee	\$500.00
Fireworks – Temporary Retail Sale Bond	\$1000.00
Public Display Application Fee	\$100.00

## **SOLID WASTE**

Customer Unit Charge – Monthly (One trash container and one recycle container)	\$7.50
Extra Container Charge – Monthly	\$5.00
Extra Recycle Container – Monthly	\$1.00

## **PUBLIC PROPERTY**

Community Hall Rental – Residents (24-hrs midnight)	\$100.00
Community Hall Rental – Non-Residents (24 -hrs midnight)	\$150.00
Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$50.00
Overnight Camping (by special permit)	\$10.00
Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
-Horse Shoe Pit Lights	\$20 / hour



Right-Of-Way Permit	\$100.00
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## **PUBLIC OFFENSES**

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
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Abatement Administrative Fee	\$50.00 per abatement
Abatement Administrative Fee-Tall Weed/Grass	\$50.00 for the first
abatement with the fee increasing by \$50.00 for each subsequent abatement	

## **UTILITIES - WATER**

### **Water Rate**

#### **WATER**

**[Customer Service Charge + Vol. Rate = Monthly Bill]**

#### **Customer Service Charge**

<b>Meter Size</b>	<b>Inside City</b>	<b>Outside City</b>
5/8"	\$21.15	\$31.70
1"	\$25.14	\$37.69
1 1/2"	\$31.77	\$47.65
2"	\$39.76	\$59.63
3"	\$58.39	\$87.55
4"	\$84.97	\$127.45
6"	\$151.46	\$227.18
8"	\$231.26	\$346.89

#### **Volumetric Rate [per 1,000 gallons]**

<b>Tiers</b>	<b>Inside City</b>	<b>Outside City</b>
0-2,000	\$4.36	\$6.53
2,001-10,000	\$9.79	\$14.67
>10,000	\$13.50	\$20.23

### **Water System Development Fees**

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,300
1"	\$10,750
1.5"	\$21,500
2"	\$34,400
3"	\$64,500
4"	\$107,500
6"	\$215,000
8"	\$344,000

**Water Connection Fees**

Connections Charge: Inside City - Regular ( $\frac{3}{4}$ -inch service, with $\frac{3}{4}$ -inch by 5/8 inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular ( $\frac{3}{4}$ -inch service, with $\frac{3}{4}$ -inch by 5/8-inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Reconnection Fee, during normal business hours	\$25.00
Reconnection Fee, during non-business hours	\$100.00
Meter Testing (if meter is correct)	\$10.00
Hydrant Meter Refundable Deposit	\$1,500.00

## UTILITIES - WASTEWATER

### Wastewater Rate

#### WASTEWATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

#### Customer Service Charge

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\$6.75

#### Volumetric Rate

\$7.81 [per 1,000 gallons]<sup>1</sup>

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

<sup>1</sup> For residential use properties, Section 15-305(b) of Article 3 of Chapter XV of the City Code will determine the level of gallons.

### Wastewater System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,800
3/4"	\$6,600
1"	\$12,000
1.5"	\$24,000
2"	\$38,400
3"	\$72,000
4"	\$120,000
6"	\$240,000
8"	\$384,000

### Wastewater Connection Fees

Connection Charge and Inspection Fee	\$750.00
Wastewater Service Application Fee	\$30.00

### Wholesale Wastewater Rate

\$3.65 [per 1,000 gallons]

### Private Disposal System Fees

Installation Permit	\$250.00
Significant Alteration and Repair Permit	\$100.00
Minor Repair	\$50.00
Non-Residential Annual Operation Permit	\$50.00

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(first year fee included in Installation Permit Fee)	
Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours	\$15.00 per hour
(2-hour charge minimum, additional to inspection fee)	

## **VEHICLE PERMITS**

Restoration Permit	\$250.00/new or renewal
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## **ZONING AND DEVELOPMENT FEES**

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development:	
Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$250.00 plus publication fees
Rezoning Fee	\$250.00
Conditional/Special Use Permit Fee	
Residential Zoning Districts	\$100.00 plus publication fees
Non-Residential Zoning Districts	\$1,000.00 plus publication fees
Temporary Construction Activities	
Permit Fee	\$500.00
Amended Application Requiring Another	
Planning Commission Review, Post Approval	\$250.00
Expired Permit – treated as a new permit	\$500.00
Blasting Permit (one (1) year)	\$500.00
Home Occupation Permit Fee	\$5.00
Preliminary/Final Site Plan Fee	\$200.00 plus \$10.00 per acre plus publication fees
Site Plan Re-review Fee	\$200.00 plus \$1.00 per acre
Revised Site Plan Fee	
Requiring Planning Commission Approval	\$250.00
Requiring Zoning Administrator Approval	\$100.00

Preliminary Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Preliminary Plat Re-review Fee	\$300.00 plus \$10 per lot
Final Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Final Plat Re-review Fee	\$300.00 plus \$10 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00
New Public Improvement Plan Review Fee	
Street/Stormwater/Water/Sewer	\$300.00
Re-review Fee	\$300.00
New Public Improvement Inspection Fee	
Street/Stormwater	Actual cost of inspection + 2% administrative fee
Water/Sewer	Actual cost of inspection + 2% administrative fee
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
Zoning Verification Letter	\$75.00 per request
Temporary Certificate of Occupancy Extension	\$100 per request

### **Sign Fees**

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00

Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00

**SECTION 2: Effective Date.** This Resolution shall become effective upon adoption by the Governing Body.

**SECTION 3: Repealer.** Any fees or resolutions inconsistent herewith are hereby repealed and said City Code references (along with other specific fee references throughout the City Code that will now be controlled by the Fee Resolution) will be formally withdrawn via a future ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 14<sup>th</sup> DAY of JANUARY, 2021.

\_\_\_\_\_  
DONALD ROBERTS, MAYOR

ATTEST:

\_\_\_\_\_  
ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
LEE W. HENDRICKS, CITY ATTORNEY

## City Council Action Item

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**Council Meeting Date:** January 14, 2021

**Department:** Community Development

**Agenda Item: Consider Ordinance No. 2059 Amending Chapter IV, Article 5, Section 4-503 Of The City Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith.**

**Background/Description of Item:**

During a recent update to the Fee Resolution, the Governing Body approved increasing the permit fee for moving buildings within the City of Edgerton. During a review of the City of Edgerton Municipal Code, it was noted that Chapter IV, Article 5, Section 4-503 *Moving Buildings* references a specific sum and not the Fee Resolution. Throughout the Municipal Code the Fee Resolution is referenced instead of a set fee amount as the annual Fee Resolution allows the City to consolidate fees in one location and remove the fees from the Edgerton Municipal Code "Code Book," thereby eliminating the need for continual ordinance amendments.

This amendment updates the code to keep the Fee Resolution references consistent throughout.

The City Attorney has prepared the attached Ordinance 2059 for the Governing Body's consideration.

**Related Ordinance(s) or Statue(s):** City of Edgerton Ordinances Ordinance No. 1006 (Fee Resolution) and Code 1984.

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approval Of Ordinance No. 2059 Amending Chapter IV, Article 5, Section 4-503 Of The City Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith.**

**Enclosed:**

Ordinance 2059  
Redlined Municipal Code Chapter IV, Article 5, Section 4-503

**Prepared by:**

Katy Crow, Development Services Director



ORDINANCE NO. 2059

AN ORDINANCE AMENDING CHAPTER IV, ARTICLE 5, SECTION 4-503 OF THE CITY CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

**SECTION 1.** Chapter IV, Article 5, Section 4-503 of the City Code of the City of Edgerton, Kansas, is hereby amended to read as follows:

4-503. FEES FOR PERMITS. Before a permit to move any house, building, derrick or other structure is granted under the provisions of this article, applicant for the permit shall pay to the City Clerk the application fee outlined in the Fee Resolution, which shall be deposited to the credit of the general fund of the city. (Ord. 2059, 2020; Code 1984).

**SECTION 2.** REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

**SECTION 3.** EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.  
PASSED by the Council and APPROVED by the Mayor on this 14<sup>th</sup> day of January, 2021.

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DONALD ROBERTS, Mayor

ATTEST:

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ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

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LEE W. HENDRICKS, City Attorney

## ARTICLE 5. MOVING BUILDINGS

- 4-501. PERMIT NECESSARY. It shall be unlawful for any person to move, haul or transport, any house, building, derrick or other structure of the height of 16 feet or over, or of a width of 15 feet or more upon, across or over any street or alley in this city without first obtaining a permit therefore as hereinafter provided. (Code 1984)
- 4-502. APPLICATION FOR PERMITS. All applications for permits to move houses, buildings, derricks or other structures mentioned in section 4-501 shall be made in writing to the city clerk specifying the day and hour the moving is to commence and the route thru the city's streets over which the building or structure shall be moved. If it shall be necessary to cut down and move, raise or in any manner interfere with any wires or poles, the application shall state the name of the owners of the wires and poles, the time and place, when and where the removal of the poles and the cutting, raising, or otherwise interfering with the wires will be necessary. (Code 1984)
- 4-503. FEES FOR PERMITS. Before a permit to move any house, building, derrick or other structure is granted under the provisions of this article, applicant for the permit shall pay to the ~~Ceity~~ City Clerk the application fee outlined in the Fee Resolution ~~sum of \$5 therefor,~~ which shall be deposited to the credit of the general fund of the city. ~~-(Ord. \_\_\_\_\_, 2020,~~ Code 1984)
- 4-504. CITY CLERK TO NOTIFY WIRE OWNERS. The city clerk shall upon filing of such application, give not less than 24 hours written notice to the person, firm or corporation owning or operating such wires or poles or to their agents, of the time and place, when and where the removal of the poles, or the cutting, raising or otherwise interfering with the wires shall be necessary. (Code 1984)
- 4-505. DUTY OF OWNERS OF POLES OR WIRES. It shall be the duty of the person, firm or corporation owning or operating the poles or wires after service of notice, as required in section 4-504 to furnish competent workmen or linemen to remove such poles or raise or cut such wires, as will be necessary to facilitate the moving of such house, building, derrick or other structure. The necessary expense which is incurred thereby shall be paid by the holder of the moving permit. (Code 1984)
- 4-506. UNLAWFUL TO MOLEST WIRES. No person engaged in moving any house, building, derrick or other structure shall raise, cut or in any way interfere with any such poles or wires unless the persons or authorities owning or having control of the same shall refuse to do so after having been notified as required in section 4-504 and then only by competent workmen as specified in section 4-504. In such case the necessary and reasonable expense shall be paid by the owners of the poles and wires handled and the poles and wires shall be promptly replaced and the damages thereto promptly repaired. (Code 1984)
- 4-507. DUTY OF BUILDING INSPECTOR. It shall be the duty of the building inspector, from time to time, to inspect the progress of moving of any building, house or other structure

and to see that the house, building or other structure is being moved in accordance with the provisions of this article. (Code 1984)

4-508. DUTY OF MOVER. It shall be the duty of any person, firm or corporation moving any of the structures mentioned in section 4-501 to display red lanterns thereon in such a manner as to show the extreme height and width thereof from 30 minutes before sunset to 30 minutes after sunrise. (Code 1984)

4-509. MOVER TO FURNISH BOND. The council may require any person at the time of making application for a permit as provided in section 4-501 to execute in the favor of the city a good and sufficient surety bond indemnifying the city against any loss or damage suit resulting from the failure of such person to comply with the provisions of this article or from their negligence. The amount of the surety bond shall be determined by the city council. (Code 1984)

## City Council Action Item

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**Council Meeting Date:** January 14, 2020

**Department:** Administration

**Agenda Item: Consider Approval of a Resolution No. 01-14-21B Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas**

**Background/Description of Item:**

Pursuant to K.S. A. 12-517 each year in which territory has been added to or excluded from a city's corporate limits, the city is required to adopt a resolution declaring those boundaries.

Exhibit A, prepared by the City Engineer, entitled "Boundary Description of the Corporate Limits of the City of Edgerton, Johnson County, Kansas," describes and depicts the legal boundaries of the City. Pursuant to K.S.A. 12-518 and as described in the resolution, the City Clerk will file certified copies of this Resolution with the Johnson County Clerk, the Johnson County Election Commissioner, the Johnson County Register of Deeds, and the Kansas State Transportation Engineer.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Consider Approval of a Resolution No. 01-14-21B Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas.**

**Enclosed:** Resolution 01-14-21B  
Exhibit A - Boundary Description of the Corporate Limits of the City of Edgerton,  
Johnson County, Kansas

**Prepared by:** Katy Crow, Development Services Director

**RESOLUTION NO. 01-14-21B**

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

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

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

**Section 1. Declaration of Boundary.** The Governing Body of the City hereby finds and determines that the boundaries of the City of Edgerton, Johnson County, Kansas as of December 31, 2020 are as described and depicted in the attached "Exhibit A" entitled "Boundary Description of the Corporate Limits of the City of Edgerton, Johnson County, Kansas."

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

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF  
EDGERTON, KANSAS ON THE 14<sup>th</sup> DAY OF JANUARY 2021.

ATTEST:

**CITY OF EDGERTON, KANSAS**

\_\_\_\_\_  
Alexandria Clower, City Clerk

By: \_\_\_\_\_  
Donald Roberts, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Lee Hendricks, City Attorney

EXHIBIT A  
BOUNDARY DESCRIPTION OF THE CORPORATE LIMITS  
OF THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS

TRACT 1

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

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



said point being 100.00 feet Southeasterly of and measured at right angles to the original center line of main track of said Railroad Company; thence Northeasterly along said right-of-way line, 165.0 feet, more or less, to a point on the Northeasterly right-of-way line of the S.M. Crockett Road No. 61; thence Southeasterly along said road right-of-way to the Southeast corner of Lot 4 of the County Clerk's Subdivision of part of the Northeast  $\frac{1}{4}$  of Section 7 and part of the Northwest  $\frac{1}{4}$  of Section 8, said Southeast lot corner being a point on the East line of Section 7, 1,152.3 feet, more or less, North of the Southeast corner of the Northeast  $\frac{1}{4}$  of Section 7; thence Northerly along the East line of Section 7 to the Southwest corner of Lot 1 of County Clerk's Subdivision of the Northwest  $\frac{1}{4}$  of Section 8; thence Northeasterly along the Southeast line of said Lot 1 a distance of 1,110 feet, more or less; thence Northwest on a line that is perpendicular to the Southeast line of said Lot 1, a distance of 50.0 feet, more or less, to the South right-of-way line of the existing Atchison, Topeka, and Santa Fe Railroad Company tracks; thence Westerly along said South right-of-way line to a point on the Eastward extension of the North right-of-way line of Nelson Street; thence Westerly along said North right-of-way line, a distance 235.0 feet, more or less, to a point on the Westerly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company; thence Northeasterly along said right-of-way a distance of 175 feet, more or less, to a point on the West right-of-way line of Sixth Street; thence Northerly along the West right-of-way line of Sixth Street a distance of 180.0 feet, more or less; thence Easterly 60.0 feet to a point on the Northwesterly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company, common to the Southeast corner of Lot 7 of County Clerk's Subdivision; thence Northeasterly along said right-of-way, a distance of 843.0 feet to the Northeasterly corner of Lot 8; thence Westerly along the Northerly boundary of Lot 8 to a point on the centerline of Sixth Street; thence Northerly 140 feet, more or less, to the North line of Section 7; thence Easterly long the North line of Section 7 to the Northwesterly right-of-way of the Atchison, Topeka and Santa Fe Railroad Company; thence Northeasterly along said Northwesterly railroad right-of-way to the East line of Section 6, Township 15 South, Range 22 East; thence North along said East line 90 feet to a point 2,026 feet South of the Northeast corner of the Southeast  $\frac{1}{4}$  of said Section 6; thence Southwesterly along the Northerly right-of-way line of U.S. Highway 56 and a curve to the right 670 feet, more or less; thence continuing along said Northerly right-of-way line North at right angles 30 feet, more or less; thence Southwesterly along said right-of-way 625 feet to a point on the centerline of Bull Creek, said point being 160 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line North and West along the centerline of said Bull Creek to a point 280 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line Northerly 60 feet; thence continuing along said Northerly right-of-way line Westerly 95 feet; thence continuing along said Northerly right-of-way line Southerly perpendicular to the South line of said Section 6, a distance of 260 feet to a point 56 feet North of said South line of said Section 6; thence continuing along said Northerly right-of-way line Westerly 523 feet, more or less, to a point 54.6 feet North of the Southwest corner of the Southeast  $\frac{1}{4}$  of said Section 6; thence continuing along said Northerly right-of-way line South along the West line of the Southeast  $\frac{1}{4}$  of said Section 6, 10 feet; thence continuing along said Northerly right-of-way line Westerly to a point 40 feet East of and 40 feet North of the Southeast corner of the Southwest  $\frac{1}{4}$  of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 North of the South line of said Section 6 to the West line of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 feet North of the South line of the Southeast  $\frac{1}{4}$  of Section 1, Township 15 South, Range 21 East, 261.4 feet; thence South 40 feet to a point on the South line of said Section 1 and the Point of Beginning.

ALSO:

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

ALSO

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

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

AND

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

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

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

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

AND

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

## TRACT 2

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

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

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

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

N.88°22'30" EAST 30.10 FEET; THENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. 88°10'13"W. 825.00 FEET; THENCE

S.2°16'42"E. 246.57 FEET; THENCE

S.87°43'18"W. 460.00 FEET; THENCE

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

S.88°10'10"W. 199.06 FEET; THENCE

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

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

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

(1) N.56°43'53"E. 1184.27 FEET

(2) N.46°34'14"E. 500.22 FEET; THENCE

(3) N.31°44'38"E. 303.33 FEET; THENCE

S.88°22'28"W. 985.18 FEET; THENCE

N.2°09'43"W. 288.57 FEET; THENCE

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

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

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

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

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

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

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

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

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

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

#### EXCEPT

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

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

#### EXCEPT

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

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

N.1°56'08"W. 100.00 FEET; THENCE

N.88°09'56"E. 54.77 FEET; THENCE

S.1°50'04"E. 100.00 FEET; THENCE

S.88°10'30"W. 9.55 FEET; THENCE

S.43°09'40"W. 16.30 FEET; THENCE

S.88°09'47"W. 15.00 FEET; THENCE

N.1°50'13"W. 11.53 FEET; THENCE

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

#### ALSO: ANNEXATION ORDINANCE 2034

The Southeast Quarter of the Southwest Quarter of Section 7, Township 15, Range 22, EXCEPT that part lying West of the railroad right of way. ALSO EXCEPT The South 40.00 feet of the East 404.09 feet of the Southeast Quarter of the Southwest Quarter of said Section 7; AND EXCEPT the South 70.00 feet of the Southeast Quarter of the Southwest Quarter of said Section 7, lying East of the Easterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad, EXCEPT the East 404.09 feet. Subject to existing road, street or highway rights of way. More commonly known as 36790 W. 207th Street, Edgerton, KS 66021.

#### ALSO: ANNEXATION ORDINANCE 2057

##### **Tract 1**

All that part of the North Half of the Northeast Quarter of Section 11, Township 15 South, Range 22 East, Sixth Principal Meridian, Johnson County, Kansas described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 11; thence South 01 degree 52 minutes 04 seconds East along the East line of the Northeast Quarter of said Section 11, a distance of 1263.20 feet to the point of beginning; thence South 88 degrees 17 minutes 02 seconds West, a distance of 230.78 feet; thence Northwesterly on a curve to the right having a radius of 300.00 feet, a central angle of 27degrees 54 minutes 04 seconds, a distance of 146.09 feet; thence North 63 degrees 48 minutes 54 seconds West, a distance of 248.55 feet; thence Northwesterly on a curve to the left having a radius of 300.00 feet, a central angle of 21 degrees 37 minutes



58 seconds, a distance of 113.27 feet; thence Northwesterly on a reverse curve to the right having a radius of 300.00 feet, a central angle of 17 degrees 32 minutes 57 seconds, a distance of 91.89 feet; thence North 67 degrees 53 minutes 55 seconds West, a distance of 364.15 feet; thence Northwesterly on a curve to the right having a radius of 300.00 feet, a central angle of 66 degrees 44 minutes 36 seconds, a distance of 349.47 feet; thence North 01 degrees 09 minutes 19 seconds West, a distance of 627.66 feet to a point on the North line of the Northeast Quarter of said Section 11; thence South 88 degrees 08 minutes 44 seconds West, along the North line of the Northeast Quarter of said Section 11, a distance of 1376.01 feet to the Northwest Corner of the Northeast Quarter of said Section 11; thence South 02 degrees 04 minutes 52 seconds East along the West line of the Northeast Quarter of said Section 11, a distance of 1316.79 feet to the Southwest corner of the North Half of the Northeast Quarter of said Section 11; thence North 88 degrees 17 minutes 02 seconds East along the South line of the North Half of the Northeast Quarter of said Section 11, a distance of 2660.45 feet to the Southeast corner of the North Half of the Northeast Quarter of said Section 11; thence North 01 degrees 52 minutes 04 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 60.00 feet to the point of beginning containing 2,109,003 square feet or 48.42 acres (gross), 2,047,099 sq.ft. or 47.00 acres (net) more or less.

### **Tract 2**

All of the South 330 feet of the North 1640 feet of the West 660 feet of the Northwest Quarter of Section 12, Township 15, Range 22, Johnson County, Kansas.

ALSO: ANNEXATION ORDINANCE 2058

### **Tract 1 (Parcel No. 2F221512-1001)**

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

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

North 01°52'10" West, parallel with said West line, a distance of 350.00 feet to a point 630 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence North 88°26'20" East, a distance of 990.17 feet; thence North 01°42'13" West a distance of 630.30 feet to a point on the North line of said Northwest Quarter; thence North 88°25'18" East, coincident with said North line, a distance of 1,012.30 feet to the Point of Beginning, containing 4,623,083 square feet, or 106.131 acres, more or less.

**Tract 2 (Parcel No. 2F221512-2009)**

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

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

**Tract 3 (2F221512-2003)**

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

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

**Tract 4A (2F221514-3005)**

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

Beginning at the Northeast Corner of the Northeast Quarter of said Section 14; thence South 01°44'36" East, along the East line of said Northeast Quarter, a distance of

1,323.29 feet to the Southeast Corner of the Northeast Quarter of said Northeast Quarter; thence South  $88^{\circ}14'18''$  West, along the South line of the Northeast Quarter of said Northeast Quarter, a distance of 1,321.62 feet to the Southwest Corner of the Northeast Quarter of said Northeast Quarter; thence North  $01^{\circ}43'56''$  West, along the West line of the Northeast Quarter of said Northeast Quarter, a distance of 1,329.09 feet to the Northwest Corner of the Northeast Quarter of said Northeast Quarter; thence North  $88^{\circ}29'24''$  East, along the North line of said Northeast Quarter, a distance of 1,321.38 feet to the Point of Beginning. Containing 1,752,553 square feet or 40.233 acres, more or less.

**Tract 4B (2F221514-3004)**

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

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

**Tract 5 (2F221513-1002)**

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

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

**Tract 6 (2F221513-2001)**

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

Beginning at the Northwest Corner of the Southwest Quarter of said Section 13; thence North  $88^{\circ}24'50''$  East, along the North line of said Southwest Quarter, a distance of

2,640.46 feet to the Northeast Corner of said Southwest Quarter; thence South  $01^{\circ}53'39''$  East, along the East line of said Southwest Quarter, a distance of 1,326.47 feet to the Northwest Corner of the South Half of the Southeast Quarter of said Section 13; thence North  $88^{\circ}21'04''$  East, along the North line of said South Half, a distance of 2,645.10 feet to the Northeast corner of said South Half; thence South  $02^{\circ}01'08''$  East, along the East line of said Southeast Quarter, a distance of 1,323.59 feet to the Southeast Corner of said Southeast Quarter; thence South  $88^{\circ}17'18''$  West, along the South line of said Southeast Quarter, a distance of 2,647.97 feet to the Southeast Corner of the Southwest Quarter of said Section 13; thence South  $88^{\circ}33'08''$  West, along the South line of said Southwest Quarter, a distance of 1,327.57 feet to the Southeast Corner of BUREAUCRACY ESTATES, a subdivision in said Johnson County, Kansas; thence North  $01^{\circ}44'28''$  West, along the East line of said BUREAUCRACY ESTATES, a distance of 660.01 feet to the Northeast Corner of said BUREAUCRACY ESTATES; thence South  $88^{\circ}33'08''$  West, along the North line of said BUREAUCRACY ESTATES, a distance of 1,320.00 feet to the Northwest Corner thereof, said point being on the West line of said Southwest Quarter; thence North  $01^{\circ}44'28''$  West, along said West line, 1,986.51 feet to the Point of Beginning. Containing 9,641,327 square feet or 221.334 acres, more or less.

## **CITY OF EDGERTON, KANSAS**

### **COUNCIL AGENDA ITEM**

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**Council Meeting Date:** January 14, 2021

**Agenda Item:** Assignment and Assumption of Lease Agreement and Related Bond Documents

**Subject:** Midwest Gateway Series 2017A Project

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The City previously issued industrial revenue bonds for Midwest Gateway Venture, LLC for the purpose of constructing an approximately 300,000 sq. ft. warehouse and distribution facility at 32180 W. 191<sup>st</sup> Street. Midwest Gateway desires to sell the project to Omega-13 Acquisitions LLC, an Alaskan limited liability company, Solblom LLC, an Alaskan limited liability company, and Daedalus Properties LLC, an Alaskan limited liability company, as tenants-in-common.

The tenants-in-common are affiliated with Pacific Acquisitions LLC, based in Anchorage, Alaska. Pacific Acquisitions has been investing in industrial, office, retail, multi-family and undeveloped commercial land since 1974. Since that time, it has acquired over 150 properties.

The Resolution authorizes an Assignment and Assumption of Lease Agreement and Related Bond Documents. The Resolution also authorizes a TIC Agreement because the project will be owned by tenants-in-common. The Assignment transfers all of Midwest Gateway's interest in the Base Lease, the Lease Agreement, the Performance Agreement, the Origination Fee Agreement and the other bond documents for the project to the tenants-in-common. The bond documents require that the City consent to any assignment. Accordingly, the assignment has a consent page for the Mayor to sign acknowledging the City's consent to the assignment.

**RESOLUTION NO. 01-14-21C**

**A RESOLUTION CONSENTING TO THE ASSIGNMENT AND  
ASSUMPTION OF LEASE AGREEMENT AND RELATED BOND  
DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL  
REVENUE BONDS (MIDWEST GATEWAY VENTURE, LLC PROJECT),  
SERIES 2017A**

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

**WHEREAS**, the City issued its Industrial Revenue Bonds (Midwest Gateway Venture, LLC Project), Series 2017A (the "Bonds"), in the aggregate maximum principal amount of \$25,300,000, pursuant to a Trust Indenture dated as of September 1, 2017 (the "Indenture"), between the City and Security Bank of Kansas City, as trustee (the "Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project, consisting of an approximately 301,603 sq. ft. warehouse and distribution facility located at 32180 W. 191<sup>st</sup> Street, Edgerton, Kansas (the "Project"); and

**WHEREAS**, the Project was leased by Midwest Gateway Venture, LLC, a Delaware limited liability company ("Assignor"), to the City pursuant to a Base Lease Agreement dated as of September 1, 2017 (the "Base Lease"), between the Assignor and the City, and the Project was subleased by the City to the Assignor pursuant to a Lease Agreement dated as of September 1, 2017 (the "Lease Agreement"), between the City and the Assignor; and

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

**WHEREAS**, the Assignor is requesting that the City consent to the assignment of the Assignor's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement dated as of September 1, 2017 (the "Performance Agreement"), between the City and Assignor, the Origination Fee Agreement dated as of September 1, 2017 (the "Origination Fee Agreement"), between the City and the Assignor, the Bond Purchase Agreement dated September 25, 2017 (the "Bond Purchase Agreement"), among the City, the Assignor, as purchaser, and the Assignor, as the company, and all other documents executed in connection with and related to the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to Omega-13 Acquisitions LLC, an Alaskan limited liability company, Solblom LLC, an Alaskan limited liability company, and Daedalus Properties LLC, an Alaskan limited liability company, as tenants-in-common (collectively, the "Assignee"); and

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

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

**Section 1. Consent to Assignment.** The Governing Body of the City hereby consents to the assignment of the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, Bond Purchase Agreement and the Other Bond Documents by the Assignor to the Assignee. The foregoing consents are contingent upon the satisfaction of all other requirements for assignments expressly set forth in the Lease Agreement.

**Section 2. Authorization and Execution of Consent to Assignment.** The Governing Body hereby approves of the form of the Assignment and Assumption of Lease Agreement and Related Bond Documents (the "Assignment"), in substantially the form attached hereto as **Exhibit A**. The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

**Section 3. Authorization and Execution of TIC Agreement.** The Governing Body hereby approves of the form of the TIC Agreement (the "TIC Agreement"), in substantially the form attached hereto as **Exhibit B**. The Mayor of the City is hereby authorized and directed to execute and deliver the TIC Agreement for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the TIC Agreement.

**Section 4. Further Authority.** The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, including a subordination of fee and an estoppel certificate (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

**ADOPTED** this 14<sup>th</sup> day of January, 2021.

**CITY OF EDGERTON, KANSAS**

[SEAL]

By: \_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Alexandria Clower, City Clerk

Approved as to form:

\_\_\_\_\_  
Scott W. Anderson, Bond Counsel



**EXHIBIT A**

**FORM OF ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT  
AND RELATED BOND DOCUMENTS**

**EXHIBIT B**

**FORM OF TIC AGREEMENT**

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Title of Document: Assignment and Assumption of Lease Agreements and Related Bond Documents

Date of Document: January 25, 2021

Grantor: Midwest Gateway Venture, LLC, a Delaware limited liability company

Grantee: Omega-13 Acquisitions LLC, an Alaskan limited liability company AND Solblom LLC, an Alaskan limited liability company AND Daedalus Properties LLC, an Alaskan limited liability company

Grantee's Mailing Address:

Legal Description: See Exhibit A

Reference Document Nos: Book 201801 at Page 1795  
Book 201801 at Page 1796

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## ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS AND RELATED BOND DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS AND RELATED BOND DOCUMENTS (this “**Assignment**”) entered into on January 25, 2021 (the “**Effective Date**”) is by and between **MIDWEST GATEWAY VENTURE, LLC**, a Delaware limited liability company (the “**Assignor**”) and **OMEGA-13 ACQUISITIONS LLC**, an Alaska limited liability company, **SOLBLOM LLC**, an Alaskan limited liability company, and **DAEDALUS PROPERTIES LLC**, an Alaskan limited liability company (collectively, the “**Assignee**”).

### RECITALS

**WHEREAS**, the City of Edgerton, Kansas (the “**City**”) has previously issued its \$25,300,000 aggregate maximum principal amount of Industrial Revenue Bonds (Midwest Gateway Venture, LLC Project) Series 2017A (the “**Bonds**”) pursuant to a Trust Indenture dated as of September 1, 2017 (the “**Indenture**”), between the City and Security Bank of Kansas City, as trustee (the “**Trustee**”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture);

**WHEREAS**, pursuant to a Base Lease Agreement dated as of September 1, 2017 (the “**City Base Lease**”) between Assignor, as lessor, and the City, as lessee, Assignor leased the Project, which is located on and includes the land described on **Exhibit A** and the improvements thereon (the “**Real Property**”) to the City, a memorandum of which was recorded January 9, 2018, in Book 201801 at Page 1795. Concurrent with the execution of the City Base Lease, the Assignor and City also executed that certain Lease Agreement dated as of September 1, 2017 between the City, as sublessor, and the Assignor, as sublessee (the “**Sublease**”), a memorandum of which was recorded January 9, 2018, in Book 201801 at Page 1796. The City Base Lease and the Sublease are hereinafter together referred to as the “**Leases**”);

**WHEREAS**, the City and the Assignor entered into a Performance Agreement dated as of September 1, 2017 (the “**Performance Agreement**”) and an Origination Fee Agreement dated as of September 1, 2017, (the “**Origination Fee Agreement**”) whereby those parties set forth the terms relating to tax abatement for the Project and certain other payments to the City;

**WHEREAS**, in addition to the Indenture, the Leases, the Performance Agreement and the Origination Fee Agreement, the Assignor, the City and the Trustee entered into various other documents relating to the Bonds (the “**Other Bond Documents**”);

**WHEREAS**, Assignor and Assignee are parties to that certain Agreement of Purchase and Sale dated \_\_\_\_\_, 2020 (the “**Contract**”), pursuant to which the Assignor has agreed to sell and transfer all of its right, title, and interest in the Project to Assignee;

**WHEREAS**, Assignor desires to assign and transfer to Assignee all of Assignor’s right, title and interest in and to the Bonds, the Performance Agreement, the Origination Fee Agreement and the Other Bond Documents and all of its right, title and interest as lessor under the Base Lease and sublessee under the Sublease; and

**WHEREAS,** Assignee desires to accept such assignment and assume Assignor's obligations thereunder, subject to the terms and conditions set forth below.

## **AGREEMENT**

**NOW, THEREFORE,** for and in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee the following (collectively, the "**Assigned Interests**"):

- (a) Assignor's right, title and interest as lessor in and to the Base Lease;
- (b) The subleasehold interest created under the Sublease, together with all of Assignor's rights and interest under the Sublease, which demises the Project, including the Real Property, and all of Assignor's rights and interests in the Project, including the buildings, structures, improvements, fixtures, machinery, and equipment situated on the real estate and all of its additions, alterations, modifications, and improvements.
- (c) All of Assignor's rights and interest under the Performance Agreement, the Origination Fee Agreement and the Other Bond Documents; and
- (d) All of Assignor's rights and interest in the Bonds.

2. **Assumption.** Assignee accepts all of the Assigned Interests assigned by Assignor in Paragraph 1 and assumes and agrees to pay, perform, and discharge promptly and fully when and as required all obligations and liabilities of the Assignor under the Base Lease, the Sublease, the Performance Agreement, the Origination Fee Agreement, the Bonds and the Other Bond Documents that accrue on or after the Effective Date.

3. **Delivery of documents; representations.** Assignor represents to the City and the Trustee that there has been no damage or destruction to the Project that has not been repaired, restored, and replaced in accordance with the terms of the Lease.

4. **Consent.** Assignor and Assignee acknowledge that the within assignment and assumption has been consented to by the City, and acknowledged by the Trustee, pursuant to that certain Consent, Agreement and Estoppel Certificate dated January 25, 2021 executed by the City and the Trustee.

5. **Further Assurances; Cooperation.** The parties agree to execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary to effectuate the intent of this Assignment. Without limiting the generality of the foregoing, the parties further agree to execute any additional documents required for the transfer of the Bonds to Assignee, as may be required by the Indenture.

6. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. **Governing law.** This Assignment shall be interpreted and construed under the laws of the State of Kansas, excluding any conflict of law or choice-of-law rules that might lead to the application of the internal laws of another jurisdiction.

9. **Recording.** Assignee shall submit this Assignment for recording in the Office of the Register of Deeds of Johnson County, Kansas on or about the Effective Date.

10. **Indemnity.** Assignor hereby indemnifies and holds Assignee harmless from and against all third party claims, demands, losses, damages, expenses and costs, including, but not limited to, reasonable lawyer's fees and expenses actually incurred, arising out of or in connection with Assignor's failure to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignor under the Base Lease, the Sublease, the Performance Agreement, the Origination Fee Agreement and the Other Bond Documents to be observed, performed, or discharged with respect to the period prior to the Effective Date. Assignee hereby indemnifies and holds Assignor harmless from and against all third party claims, demands, losses, damages, expenses, and costs including, but not limited to, reasonable lawyer's fees and expenses actually incurred, arising out of or in connection with Assignee's failure, from and after the date of this Assignment, to observe, perform, and discharge all covenants, obligations, and liabilities under the Base Lease, the Sublease, the Performance Agreement, the Origination Fee Agreement and the Other Bond Documents with respect to the period on and after the Effective Date.

*[Signature pages to follow]*

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Assignment as of the Effective Date.

ASSIGNOR:

MIDWEST GATEWAY VENTURE, LLC,  
a Delaware limited liability company

By: IRA FOXFIELD JV, LLC,  
a Delaware limited liability company,  
its Manager

By: CB MGV, LLC,  
a Kansas limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: Keith Copaken  
Title: Manager

#### ACKNOWLEDGMENT

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF JACKSON    )

BE IT REMEMBERED, that on this \_\_\_\_ day of January, 2021, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Keith Copaken, the Manager of CB MGB, LLC, a Kansas limited liability company, manager of IRA Foxfield JV, LLC, a Delaware limited liability company, manager of Midwest Gateway Venture, LLC, a Delaware limited liability company, who is personally known to me to be such manager and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such officer duly acknowledged the execution of the same to be the act and deed of said company.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

ASSIGNEE:

OMEGA-13 ACQUISITIONS LLC, an Alaskan  
limited liability company

By:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_ day of January, 2021, before me the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, the \_\_\_\_\_ of OMEGA-13 ACQUISITIONS LLC, an Alaskan limited liability company, who is personally known to me to be such \_\_\_\_\_ and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such officer duly acknowledged the execution of the same to be the act and deed of said company.

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



SOLBLOM LLC, an Alaskan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_) ss

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

Notary Public

DAEDALUS PROPERTIES LLC, an Alaskan  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_) ss

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

Notary Public

**CONSENT OF THE CITY OF EDGERTON, KANSAS**

The City hereby acknowledges, consents and agrees to the execution and delivery of this Assignment and Assumption of Lease Agreements and Related Bond Documents dated January 25, 2021, between Midwest Gateway Venture, LLC, a Delaware limited liability company, and Omega-13 Acquisitions LLC, an Alaska limited liability company, Solblom LLC, an Alaskan limited liability company, and Daedalus Properties LLC, an Alaskan limited liability company.

**CITY OF EDGERTON, KANSAS**

[SEAL]

By: \_\_\_\_\_  
Donald Roberts  
Mayor

ATTEST:

\_\_\_\_\_  
Alexandria Clower  
City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this \_\_\_\_ day of January, 2021, before me, a notary public in and for said county and state, came Donald Roberts, Mayor of the City of Edgerton, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of 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 official seal, the day and year last above written.

[SEAL]

\_\_\_\_\_  
Notary Public

Typed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_.

## CONSENT OF TRUSTEE

SECURITY BANK OF KANSAS CITY, as trustee, hereby acknowledges and consents to the execution and delivery of this Assignment and Assumption of Lease Agreements and Related Bond Documents dated January 25, 2021, between Midwest Gateway Venture, LLC, a Delaware limited liability company, and Omega-13 Acquisitions LLC, an Alaska limited liability company, Solblom LLC, an Alaskan limited liability company, and Daedalus Properties LLC, an Alaskan limited liability company.

The Trustee represents and warrants to the City of Edgerton, Kansas and the Assignee that the Trustee has no knowledge of any default, monetary or otherwise, that has occurred under the terms of the Leases.

# SECURITY BANK OF KANSAS CITY

By: \_\_\_\_\_  
Erica Lemon  
Vice President

## ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS.  
COUNTY OF WYANDOTTE )

BE IT REMEMBERED, that on this \_\_\_\_ day of January, 2021, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Erica Lemon, Vice President, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such officer duly acknowledged the execution of the same to be the act and deed of said corporation.

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

[SEAL]

Notary Public

Typed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_.

EXHIBIT A  
(to Bond and Lease Assignment)

LOT 1 and Tract A, MIDWEST GATEWAY, a Subdivision in the City of Edgerton, Johnson County, Kansas

## TIC AGREEMENT

THIS TIC AGREEMENT (this “**Assignment**”) entered into on January 25, 2021 (the “**Effective Date**”) is by and among **OMEGA-13 ACQUISITIONS LLC**, an Alaska limited liability company, **SOLBLOM LLC**, an Alaskan limited liability company, and **DAEDALUS PROPERTIES LLC**, an Alaskan limited liability company (each a “**Tenant**,” and, collectively, the “**Tenants**”), the **CITY OF EDGERTON, KANSAS**, a Kansas municipal corporation (the “**City**”); and **SECURITY BANK OF KANSAS CITY**, as trustee (the “**Trustee**”).

### RECITALS

**A.** The City has previously issued its \$25,300,000 aggregate maximum principal amount of Industrial Revenue Bonds (Midwest Gateway Venture, LLC Project) Series 2017A (the “**Bonds**”) pursuant to a Trust Indenture dated as of September 1, 2017 (the “**Indenture**”), between the City and the Trustee, and used the proceeds of the Bonds to construct a Project (as defined in the Indenture).

**B.** Pursuant to the Base Lease Agreement dated as of September 1, 2017 (the “**Base Lease**”), between the City and Midwest Gateway Venture, LLC, a Delaware limited liability company (the “**Original Tenant**”), the Original Tenant leased the Project to the City.

**C.** Pursuant to a Lease Agreement dated as of September 1, 2017 (the “**Lease Agreement**”), between the City and the Original Tenant, the City subleased the Project to the Original Tenant.

**D.** The City and the Original Tenant also entered into a Performance Agreement dated as of September 1, 2017 (the “**Performance Agreement**”) and an Origination Fee Agreement dated as of September 1, 2017 (the “**Origination Fee Agreement**”).

**E.** The Original Tenant has assigned all of its interest in the Base Lease, the Lease Agreement, the Performance Agreement and the Origination Fee Agreement (collectively, the “**Bond Documents**”) to the Tenants pursuant to an Assignment and Assumption of Lease Agreements and Related Bond Documents dated January 25, 2021.

**F.** The Tenants are tenants-in-common under the Base Lease and the Lease Agreement, and each holds an undivided interest in the Project and the leasehold estate created by the Lease Agreement.

### AGREEMENT

**NOW, THEREFORE**, the parties agree as follows:

1. **Notices.** Any notice required to be delivered by the City or the Trustee under the Indenture or any of the Bond Documents may be delivered to \_\_\_\_\_, as the representative of the Tenants, at the following address:

[insert contact info]

2.       **Defaults.** The Tenants agree that any default by one Tenant under the Indenture or any of the Bond Documents shall be deemed a default by the other Tenants.

3.       **Joint and Several.** All rights, obligations, liabilities and duties of the Tenants under the Indenture or any of the Bond Documents shall be joint and several obligations.

4.       **Indemnification.** The City may look to any one or more Tenants when seeking to enforce its indemnification rights under the Bond Documents. The Trustee may look to any one or more Tenants when seeking to enforce its indemnification rights under the Indenture.

*[Signature pages to follow]*

**TENANTS:**

OMEGA-13 ACQUISITIONS LLC, an Alaskan  
limited liability company

By:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SOLBLOM LLC, an Alaskan limited liability  
company

By:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DAEDALUS PROPERTIES LLC, an Alaskan  
limited liability company

By:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**CITY OF EDGERTON, KANSAS**

[SEAL]

By: \_\_\_\_\_  
Donald Roberts  
Mayor

ATTEST:

\_\_\_\_\_  
Alexandria Clower  
City Clerk

**SECURITY BANK OF KANSAS CITY**

By: \_\_\_\_\_  
Erica Lemon  
Vice President

## City Council Action Item

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**Council Meeting Date:** January 14, 2021

**Department:** Community Development

**Agenda Item: Consider Resolution 01-14-21D Providing a Deadline of July 22, 2021 to Resolve a Dangerous and Unfit Structure Existing at 502 E. 2<sup>nd</sup> Street, in the City of Edgerton, Johnson County, Kansas Pursuant to City of Edgerton City Code, Chapter IV, Article 4, Section 4-407.**

**Background/Description of Item:** On October 22, 2020, the Governing Body approved Resolution 10-22-20A providing for a public hearing on December 10, 2020 to discuss a possible dangerous and unfit structure existing at 502 E. 2<sup>nd</sup> Street pursuant to Chapter IV, Article 4, Section 4-405 of the Edgerton Municipal Code. Public notice for the public hearing was published in the Gardner News on October 28, 2020 and November 4, 2020 and the owners, Juan Abundiz and Vicenta Hernandez, were notified via a Certified Mail letter which was claimed on October 27, 2020.

On December 10, 2020 a Public Hearing was held regarding this property. Both Mr. Abundiz and Ms. Hernandez attended. Staff provided an update from a recent inspection with the building inspection representative. While progress has been made, the property remains unfit for human habitation and in violation of City Code.

Pursuant to Chapter IV, Article 4, Section 4-407, the Governing Body made the determination that the structure under consideration is dangerous, unsafe or unfit for human use or habitation. Acknowledging that the owner has made positive forward progress towards bringing the structure into compliance with both the building code and the Edgerton Municipal Code, a time frame of 6 months for abatement of said conditions was set. In addition, the Governing Body stated that the owners are to provide staff with progress updates and staff will perform inspections to document said progress. Those updates will be provided to the Governing Body on a monthly basis.

Upon conclusion of the public hearing, staff was directed to return to council with a resolution outlining the findings of said hearing. Resolution 01-14-21D, requires that the property either be brought into compliance by July 22, 2021 or the City of Edgerton by its agent may demolish and remove the structure. This resolution also includes the stipulation for monthly progress updates.

Costs associated with the removal of the structure will be charged against the described property as provided in Chapter IV, Article 4, Section 4-411 and the City Clerk shall certify to the County Clerk the costs of the associated with the cleanup and the County Clerk shall

extend the same on the tax roll so that it shall be collected by the County Treasurer and paid to the City of Edgerton as other City taxes are collected and paid.

The City Attorney has reviewed and approved the enclosed Resolution.

**Related Ordinance(s) or Statute(s):** – Edgerton City Code Chapter IV, Article 4

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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<p><b>Recommendation: Approve Resolution 01-14-21D Providing a Deadline of July 22, 2021 to Resolve a Dangerous and Unfit Structure Existing at 502 E. 2<sup>nd</sup> Street, in the City of Edgerton, Johnson County, Kansas Pursuant to City of Edgerton City Code, Chapter IV, Article 4, Section 4-407.</b></p>
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**Enclosed:**

- Edgerton City Code Chapter IV, Article 4
- Resolution 01-14-21D

**Prepared by:** Katy Crow, Development Services Director

4-315. LIABILITY. This article shall not be construed to relieve from any liability or lessen the liability of any person performing any activity connected herewith, nor shall the city be held as assuming any liability by reason of any inspection authorized herein, or by reason of any certificate of inspection issued by it. (Code 1984)

#### ARTICLE 4. DANGEROUS AND UNSAFE BUILDINGS

4-401. PURPOSE. The governing body of the City of Edgerton has found that there exist within the corporate limits of the city structures which are unfit for human use or habitation because of dilapidation, defects increasing the hazards of fire or accidents, structural defects or other conditions which render such structures unsafe, unsanitary or otherwise inimical to the general welfare of the city, or conditions which provide a general blight upon the neighborhood or surrounding properties. It is hereby deemed necessary by the governing body to require or cause the repair, closing or demolition or removal of such structures as provided in this article. (K.S.A. 12-1751; Code 1984)

4-402. DEFINITIONS. For the purpose of this article, the following words and terms shall mean:

- (a) Structure shall include any building, wall, superstructure or other structure which requires location on the ground, or is attached to something having a location on the ground.
- (b) Public Officer means the city building inspector or his or her authorized representative. (K.S.A. 12-1750; Code 1984)

4-403. PUBLIC OFFICER; DUTIES. The public officer is hereby authorized to exercise such powers as may be necessary to carry out the purposes of this article. Including the following:

- (a) Inspect any structure which appears to be unsafe, dangerous or unfit for human habitation;
- (b) Have authority to enter upon premises at reasonable hours for the purpose of making such inspections. Entry shall be made so as to cause the least possible inconvenience to any person in possession of the structure. If entry is denied, the public officer may seek an order for this purpose from a court of competent jurisdiction;
- (c) Report all structures which he or she believes to be dangerous, unsafe or unfit for human habitation to the governing body;
- (d) Receive petitions as provided in this article. (Code 1984)

4-404. PROCEDURE; PETITION. Whenever a petition is filed with the public officer by at least five residents charging that any structure is dangerous, unsafe or unfit for human habitation, or whenever it appears to the public officer on his or her own motion that any structure is dangerous, unsafe or unfit for human habitation, he or she shall, if his or her preliminary investigation discloses a basis for such charges, report such findings to the governing body. (Code 1984)

- 4-405. SAME; NOTICE. The governing body upon receiving a report as provided in section 4-404, shall be resolution fix a time and place at which the owner, the owner's agent, any lienholder of records and any occupant of the structure may appear and show cause why the structure should not be condemned and ordered repaired or demolished. (K.S. A. 12-1752; Code 1984)
- 4-406. SAME; PUBLICATION. (a) The resolution shall be published once each week for two consecutive weeks on the same day of each week. At least 30 days shall elapse between the last publication and the date set for the hearing.  
(b) A copy of the resolution shall be mailed by certified mail within three days after its first publication to each owner, agent, lienholder and occupant at the last known place of residence and shall be marked "deliver to addressee only." (K.S.A. 12-1752; Code 1984)
- 4-407. SAME; HEARING, ORDER. (a) If, after notice and hearing, the governing body determines that the structures under consideration is dangerous, unsafe or unfit for human use or habitation, it shall state in writing its findings of fact in support of such determination and shall cause to be served upon the owner or agent an order directing such owner to either repair or demolish or remove the structure.  
(b) If the repair, alteration, or improvement of the structure can be made at a cost which shall not exceed 50 percent of the fair market value of the structure, the owner of the property shall, within the time specified in the order, repair, alter or improve the structure to render it safe and fit for human use or habitation, or shall vacate and close the structure until such time as he or she has complied with the order.  
(c) If the repair, alteration or improvement of the structure cannot be made at a cost of 50 percent or less of its fair market value, the owner shall, within the time specified in the order, remove or demolish the structure. (Code 1984)
- 4-408. DUTY OF OWNER. Whenever any structure within the city shall be found to be dangerous, unsafe or unfit for human use or habitation, it shall be the duty and obligation of the owner of the property to render the same secure and safe or to remove the same. (Code 1984)
- 4-409. SAME; FAILURE TO COMPLY. (a) If, within the time specified in the order, the owner fails to comply with the order to repair, alter, improve or vacate the structure, the public officer may cause the structure to be repaired, altered, improved, or to be vacated and closed.  
(b) If, within the time specified in the order, the owner fails to comply with the order to remove or demolish the structure, the public officer may cause the structure to be removed and demolished. (Code 1984)
- 4-410. SAME; MAKE SITE SAFE. Upon removal of any structure, the owner shall fill any basement or other excavation located upon the premises and take any other action necessary to leave the premises in a safe condition. If the owner fails to

take such action, the public officer may proceed to make the site safe. (Code 1984)

- 4-411. ASSESSMENT OF COSTS. (a) The cost to the city of any repairs, alteration, improvements, vacating, removal or demolition by the public officer, including making the site safe, shall be reported to the city clerk.
- (b) The city clerk may sell any salvage from the structure and apply the proceeds or any necessary portion thereof to pay the cost of removing the structure and making the site safe. Any proceeds in excess of that required to recover the costs shall be paid to the owner of the premises upon which the structure was located.
- (c) If the proceeds of the sale of salvage is insufficient to recover the cost, or if there is no salvage, the city clerk shall, at the time of certifying other city taxes, certify the unpaid portion of the costs to the county clerk who shall extend the same on the tax roll of the county. (K.S.A. 12-1756; Code 1984)
- 4-412. IMMEDIATE HAZARD. When in the opinion of the governing body any structure is in such condition as to constitute an immediate hazard requiring immediate action to protect the public, the governing body may direct the public officer to erect barricades or cause the property to be vacated, taken down, repaired, shored or otherwise made safe without delay. Such action may be taken without prior notice to or hearing of the owners, agents, lienholders and occupants. The cost of any action under this section shall be assessed against the property as provided in section 4-411. (Code 1984)
- 4-413. APPEALS FROM ORDER. Any person affected by an order issued by the governing body under this article may, within 30 days following service of the order, petition the district court of the county in which the structure is located for an injunction restraining the public officer from carrying out the provisions of the order pending final disposition of the case. (Code 1984)

## ARTICLE 5. MOVING BUILDNGS

- 4-501. PERMIT NECESSARY. It shall be unlawful for any person to move, haul or transport, any house, building, derrick or other structure of the height of 16 feet or over, or of a width of 15 feet or more upon, across or over any street or alley in this city without first obtaining a permit therefore as hereinafter provided. (Code 1984)
- 4-502. APPLICATION FOR PERMITS. All applications for permits to move houses, buildings, derricks or other structures mentioned in section 4-501 shall be made in writing to the city clerk specifying the day and hour the moving is to commence and the route thru the city's streets over which the building or structure shall be moved. If it shall be necessary to cut down and move, raise or in any manner interfere with any wires or poles, the application shall state the name of the owners of the wires and poles, the time and place, when and where the removal of

RESOLUTION NO. 01-14-21D

A RESOLUTION IN THE CITY OF EDGERTON, KANSAS, PROVIDING FOR A DEADLINE OF JULY 22, 2021 TO RESOLVE A DANGEROUS AND UNFIT STRUCTURE EXISTING AT 502 EAST 2<sup>ND</sup> STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO CITY OF EDGERTON CITY CODE, CHAPTER IV, ARTICLE 4, SECTION 4-407.

WHEREAS, it was reported to the City Council of the City of Edgerton, Johnson County, Kansas by the public officer that there exists, on the premises of 502 East 2<sup>nd</sup> Street Edgerton, Kansas (the "property"), a house which is unfit for human use because of dilapidation, and serves as a general blight upon the neighborhood and surrounding properties, such conditions found to be dangerous, unsafe and unfit for human habitation; and

WHEREAS, pursuant to Resolution 10-22-20A the City Council requested the appearance of the listed owners of the property, Juan Abundiz and Vicenta Hernandez, at a hearing held on December 10, 2020 at 7:00 P.M. at City Hall; and

WHEREAS, Mr. Abundiz and Ms. Vicenta, the owners of the property, appeared at said hearing and provided testimony that they continue to make progress towards the repair and restoration of the property. City Staff observed that as of the date of the hearing the property remains unfit for human habitation and is in violation of the City Code.

WHEREFORE, the City Council has agreed that while the property remains in violation of the City Code, the owners have shown a good faith effort to cure this violation and as such the Council is agreeable to the allowance of additional time to repair the home.

BE IT RESOLVED BY THE CITY COUNCIL, CITY OF EDGERTON, JOHNSON COUNTY, KANSAS:

That pursuant to Section 4-407 of the City Code the City Council hereby finds that the property is currently unsafe and unfit for human habitation but agrees to allow the owners until July 22, 2021 to either bring the property within compliance or demolish the property. In addition, the owners must provide monthly updates which show adequate progress to City of Edgerton staff and the owners must continue to obtain building inspections as required by the adopted building code of the City of Edgerton. Said monthly updates and inspection reports will be shared with the council as they are received by staff.

Should the property not have been demolished or abated to the satisfaction of the City Council by July 22, 2021 the City of Edgerton by its agent is hereby authorized to abate the conditions and demolish or remove the structure.

BE IT FURTHER RESOLVED:

That should it be necessary to demolish or remove the structure, the costs incurred by the City of Edgerton, Kansas, including attorneys' fees, shall be charged against the above described property as provided in Chapter IV, Article 4, Section 4-411, and the City Clerk shall, at the time of certifying other taxes to the County Clerk, certify the costs of cleanup. The County Clerk shall extend the same on the tax roll and it shall be collected by the County Treasurer and paid to the City of Edgerton as other City taxes are collected and paid.

PASSED by the City Council on this 14<sup>th</sup> day of January, 2021.

APPROVED BY the Mayor on this 14<sup>th</sup> day of January, 2021.

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DONALD ROBERTS, MAYOR

ATTEST:

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ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:

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LEE W. HENDRICKS, CITY ATTORNEY



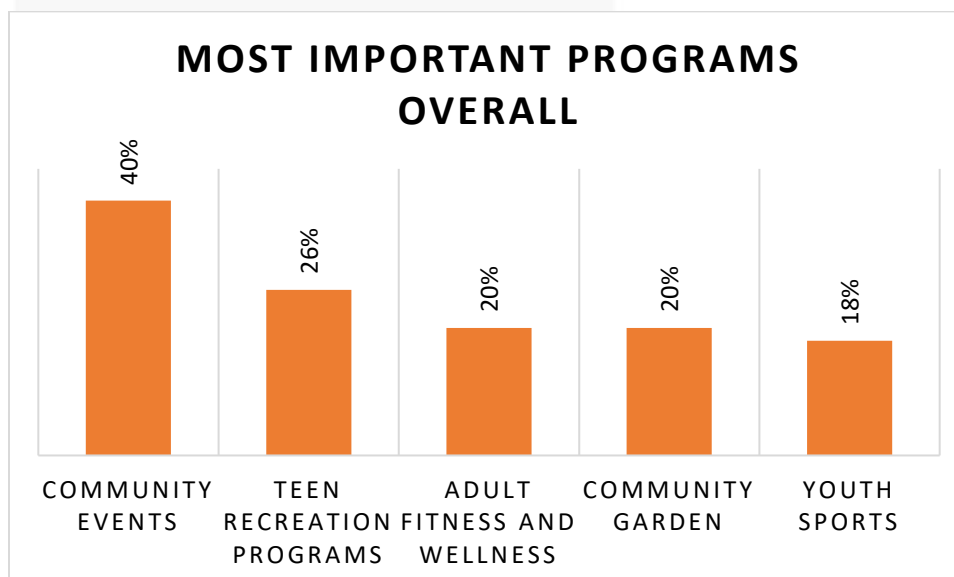
**MEMORANDUM****TO:** CITY COUNCIL MEMBERS**FROM:** CITY ADMINISTRATOR BETH LINN AND MARKETING AND COMMUNICATIONS  
MANAGER KARA BANKS**SUBJECT:** RECREATION PROGRAMMING SURVEY RESULTS**DATE:** JANUARY 14, 2021

At the direction of the Governing Body, a survey was conducted to determine the needs of residents for recreational programming. ETC Institute administered a citizen survey in the fall of 2020. This is the same organization that the City has used to conduct the wide-ranging biennial citizen surveys in the past.

A total of 81 residents responded to the online-only survey. ETC reports that the overall results have a precision of at least +/- 10.8% at the 95% level of confidence. The survey asked residents to choose their top four types of recreation programs that were most important to their household and to determine the days and times that they would be most likely to attend such programs.

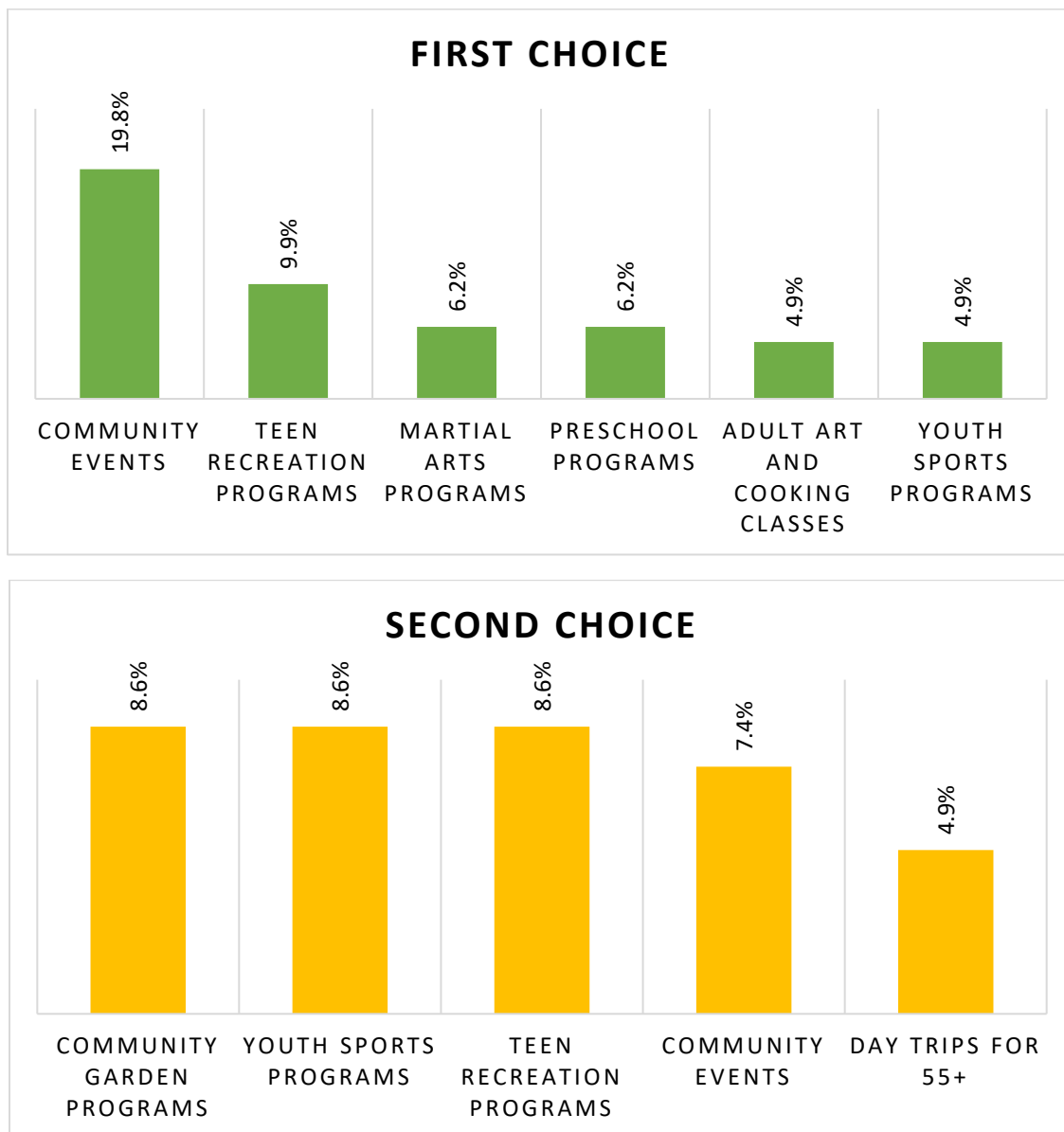
**PROGRAMMING**

Twenty-six categories were assessed. The top four overall are: (1) community event programs, (2) teen recreation programs, (3) adult fitness and wellness programs, and (4) community garden programs. When respondents were asked which programs they would participate in most often, the overall top choices were: (1) community events programs, (2) teen recreation programs, (3) youth sports programs, and (4) adult fitness and wellness programs.



Source ETC Institute (2020)

The results are slightly different if we narrow the results to only the top two choices. Community events continues to remain the most important for residents, but other options also emerge as shown in the graphs below.

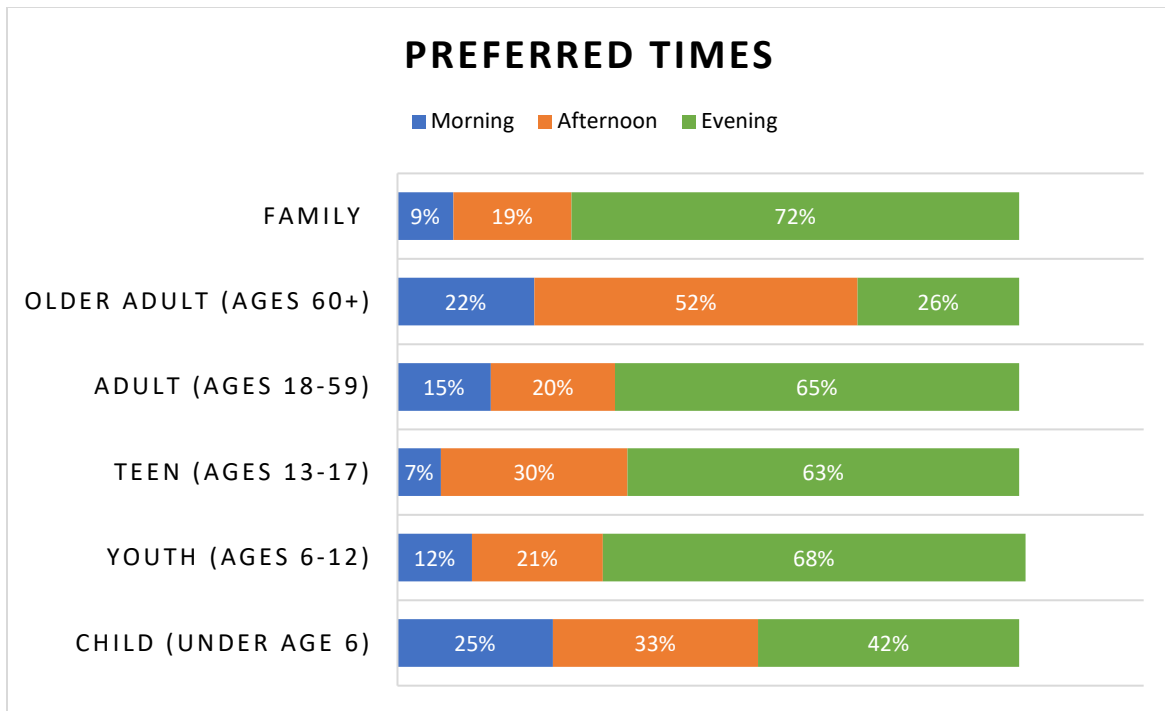


Source ETC Institute (2020)

## **DAYS AND TIMES**

When asked to choose preferred days to use recreation programs, the overwhelming majority of respondents, except for adults age 60 and older, chose Saturday and Sunday. Older adults chose Wednesday and Saturday as their top two preferred days to use recreation programming.

Similarly, when asked about the time of day to use recreation programs, most age categories selected evenings except for older adults, who primarily selected afternoon hours.



Source ETC Institute (2020)

Based on this information, ETC Institute put together their Priority Investment Rating which reflects the importance residents place on certain programming and their unmet needs for each program. Using the data, the high priorities for investment for programming are:

- Community event programs
- Teen recreation programs
- Adult fitness and wellness programs
- Outdoor fitness/exercise classes
- Nature/environmental education programs
- Community garden programs
- Adult art and cooking classes
- Youth sports programs
- Youth art and cooking classes

## **RECOMMENDATIONS**

Staff recommends the City Council consider prioritizing short-term and long-term goals for the Parks and Recreation Department. This prioritization would be used to direct the hiring of our next Recreation Coordinator, with a focus on hiring an individual who can build the City's recreation programming based on these priorities. This person should be available to work outside of normal business hours to host events that meet the community's needs.

This would allow the City's limited staff to focus on programs that will achieve the most overall impact on residents' needs during the times they would be available to participate.

*Short-term:*

Community Events

Teen Recreation Programming

*Long-term:*

Adult-fitness and wellness

Community garden

Youth sports