

EDGERTON CITY COUNCIL-REGULAR MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
January 10, 2013

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Powers ____ Cross ____ Wiseman ____ Brown
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. Agenda Approval
5. Meeting Minutes December 27, 2012 Regular Meeting

Regular Agenda

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

Business Requiring Action

8. **CONSIDER DEDICATION OF AN ELECTRIC UTILITY EASEMENT AT THE BIG BULL CREEK WASTEWATER TREATMENT FACILITY**

Motion: _____ Second: _____ Vote: _____

9. **CONSIDER FINAL ACCEPTANCE OF PRAIRIE TREE SANITARY SEWER PROJECT**

Motion: _____ Second: _____ Vote: _____

10. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (4) FOR CONFIDENTIAL AND PROPRIETARY INFORMATION TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR**

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

11. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (2) FOR ATTORNEY CLIENT PRIVILEGE TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR**

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

12. Report by the City Administrator

13. Reports by City Council Members

14. Report by the Mayor

15. Future Meeting/Event Reminders:

- January 16th Noon – Edgerton Senior Lunch
- Week of January 21st (Martin Luther King Jr. Birthday) – Trash Pickup on FRIDAY
- January 21st – City Office OPEN
- January 24th 7:00 PM – City Council meeting

16. Adjourn Motion: _____ Second: _____ Vote: _____

**EDGERTON COMMUNITY BUILDING
CITY COUNCIL MEETING
DECEMBER 27, 2012
7:00 P.M.**

The City Council met in regular session with Mayor Roberts residing. Council members present: Longanecker and Wiseman. Council member Cross arrived at the meeting at 7:08. Council members Powers and Brown were absent from the meeting. Also present City Administrator Beth Linn, Administrative Service Director Anna-Marie Keena and City Clerk Janeice L. Rawles. The Johnson County Sheriff's Department representative present was Shaine Pennington.

CONSENT AGENDA

Following roll call, welcome and pledge of allegiance, items on the consent agenda were reviewed. The following items on the consent agenda were considered and approved:

- The minutes from the December 12, 2012 regular meeting.
- Approve Application for Animal Permit for Michael Mabrey at 1200 W. Braun Street
- Approve Application for Animal Permit for Drew Young at 30-6 W. 8th Street
- Approve a letter of Understanding from Johnson County Utility Assistance Program with a Contribution in the Amount of \$3500.00 for Fiscal Year 2013
- Approve the renewal of a license for AJIT Corporation to Sell Cereal Malt Beverages at 101 East Morgan

The motion to approve the consent agenda was made by Council member Longanecker, seconded by Council member Wiseman, motion carried 3-0-0.

PUBLIC COMMENTS AND DECLARATION

There was one couple here that wished to address the council. Kevin and Christi Hoffman were here to discuss their water bill. City Administrator, Beth Linn or Administrative service Director Anna-Marie Keena will speak with the Hoffman's about their bill at a later date. There were no other public comments at this time.

There were no declarations of any conflict of interest or communications by Council members that might influence their ability to impartially consider today's issues.

FORMAL ACTION

Motion by Council member Longanecker, seconded by Council member Wiseman to consider approval of a one-year contract extension with Clements Cleaning Service to provide janitorial services for the Edgerton Community Building/ City Hall for 2013, motion carried 3-0-0.

Motion to consider approval of contract with Candid Marketing and Communications for Strategic Marketing Services for 2013, was made by Council member Wiseman, seconded by Council member Cross, motion carried 3-0-0.

Motion by Council member Longanecker, second by Council member Wiseman to consider approval of ordinance No. 934 adopting a recommendation by city planning commission to approve I-H Heavy Industry District Zoning on property generally located on the northeast corner of 191st street and Homestead Lane within The City of Edgerton, Kansas. Motion carried 3-0-0.

A motion by Council member Longanecker, second by Council member Wiseman to consider approval of the purchase of a Crafcro Supershot 125 with air compressor (crack sealing machine), motion carried 3-0-0.

REPORT BY CITY ADMINISTRATOR

A Reminder about Trash Collection on Friday during the Holiday week and the Newsletter will be out with the water bills next week.

REPORTS BY MAYOR AND COUNCIL MEMBERS

Council member Longanecker asked about the Senior Lunches and was informed that there would be a lunch in January of 2013.

ADJOURNMENT

The motion to adjourn was made by Council member Wiseman, second by Council member Cross, motion carried 3-0-0. The meeting adjourned at 7:52 p.m.

Janeice L. Rawles CMC
City Clerk/Court Clerk

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Dedication of an Electric Utility Easement at the Big Bull Creek Wastewater Treatment Facility

Department: Administration

Background/Description of Item: The City of Edgerton is building the Big Bull Creek Wastewater Treatment Facility on the southwest corner of Homestead Lane and Interstate 35. This facility requires three-phase power for operation.

The City is working with Kansas City Power & Light to extend three –phase electric services to this location. The first step in acquiring those services is to dedicate an electric utility easement on the property to provide a location for the power to be brought inside the property line. KCP&L will then design the extension of services. Finally, the City will consider an Agreement of Extension of Services.

City Attorney has reviewed and approved the enclosed Electric Utility Easement. The document has also been review and approved by Kansas City Power & Light.

Enclosure: Electric Utility Easement

Related Ordinance(s) or Statute(s):

Recommendation: Approve the Dedication of an Electric Utility Easement at the Big Bull Creek Wastewater Treatment Facility

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: January 9, 2013

ELECTRIC UTILITY EASEMENT

THIS ELECTRIC UTILITY EASEMENT (this "Agreement") is made this _____ day of _____, 2013, by and between CITY OF EDGERTON, KANSAS, whose mailing address is 404 East Nelson Street, Edgerton, Kansas 66021 (hereinafter "Grantor"), and KANSAS CITY POWER & LIGHT CO., a wholly owned subsidiary of Great Plains Energy Incorporated, a Missouri corporation, whose mailing address is 1200 Main Street, Kansas City, Missouri 64105 (hereinafter "Grantee").

W I T N E S S E T H:

For and in good consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration as recited herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor is the owner of certain property situated in Johnson County, State of Kansas as more particularly described on the attached Exhibit "A" (the "Property"). Such property is a part of the property where Grantor is currently constructing a new wastewater treatment plant and Grantee needs to have an easement in order to provide electric service to the facility, and Grantor is willing to grant such right so long as the disturbance to the Grantor's Property is minimized.

2. Grantor hereby grants, sells and conveys unto Grantee, its successors and assigns, a perpetual easement (hereinafter the "Permanent Easement") to survey, construct, install, test, maintain, inspect, operate, protect, repair, upgrade, change the size of, replace, relocate, reinstall, abandon and remove electric service lines, together with necessary underground conduits, and any other appurtenances thereto, at any time or times for the transmission of electric power for itself and by its successors or assigns, under, through, above, and across Grantor's Property, together with a temporary fifteen (15) foot construction easement adjoining the Permanent Easement (hereinafter the "Temporary Easement"). The term of the Permanent Easement shall commence on the date hereof and shall extend for perpetuity. The term of the Temporary Easement shall commence on the date that actual construction or any activity on the Property by the Grantee first begins and shall extend for a period of six (6) months, provided, however, that if Grantee shall be unable to complete its construction within such time period due to circumstances beyond its control and upon advance written notice and request to Grantor prior to the end of such time period, Grantor agrees to extend the Temporary Easement for an additional period of six (6) months. The Permanent Easement and Temporary Easement are described and diagrammed in the attached Exhibit "B".

3. As a specific condition of the granting of the Permanent Easement and the Temporary Easement herein, Grantee acknowledges and agrees to the following terms and conditions:

(a) Grantee shall be solely responsible at its expense for obtaining any and all

necessary authorizations and/or permits, for the construction and installation of its equipment within the Permanent Easement and Grantee shall fully comply with the terms and conditions of such authorizations and permits, including but not limited to any and all landscaping requirements.

- (b) Grantor shall have the right to construct, install, test, maintain, inspect, operate, protect, repair, upgrade, change the size of, replace, relocate, reinstall, abandon and remove roads, utility lines, improvements and other public improvements, and any other appurtenances thereto, on, over, under and/or across the Permanent Easement and the Temporary Easement, all without any liability to Grantee, provided, however, that in exercising such rights Grantor shall be responsible for any damage done to Grantee's electric lines or equipment.
- (c) Subject to the foregoing, Grantee shall restore the surface of the Permanent Easement and the Temporary Easement nearly as reasonably practical to its original condition, grade and level.

4. Grantor hereby grants to Grantee the right of ingress and egress to, from and along the Permanent Easement and the Temporary Easement during the respective terms thereof, and the right to use Grantor's adjacent property, gates and existing roads for the aforesaid purposes. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Permanent Easement and the Temporary Easement for the purposes stated herein.

5. Grantor shall have the right to use and enjoy the Permanent Easement and the Temporary Easement provided that Grantor shall not in any way interfere with or impair, or permit third parties to interfere with or impair, Grantee's exercise and enjoyment of the rights granted herein.

6. The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

7. This instrument fully sets forth the terms and conditions of this Agreement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this Agreement.

8. Grantor warrants that Grantor has the right to convey the Easement and all rights and privileges set forth herein and that it is the sole owner of the fee interest in the Property. Grantor shall execute such further assurances thereof as may be requested by Grantee.

9. Grantee warrants that the undersigned representative of the Grantee is authorized to enter into this Agreement on behalf of Grantee and Grantee shall execute such further assurances thereof as may be requested by Grantor.

TO HAVE AND TO HOLD, the Permanent Easement and the Temporary Easement and all rights and privileges described herein, unto Grantee, its successors and assigns, and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors, and assigns, to warrant and forever defend all and singular the Permanent Easement and the Temporary Easement, and the property, rights, privileges, and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be signed the day and year first above written.

GRANTOR:

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

JANIECE RAWLES, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

STATE OF KANSAS)
):ss
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by DONALD ROBERTS, Mayor of CITY OF EDGERTON, a municipal corporation, who is duly authorized to act on behalf of said corporation.

.

Notary Public

My Commission Expires:_____

GRANTEE
KANSAS CITY POWER & LIGHT CO.

Signature: _____
Print Name: _____
Title: _____
Date: _____

STATE OF KANSAS)
):ss
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by (name and title) _____, _____ of Kansas City Power & Light Co., who is authorized to execute the foregoing document on behalf of Kansas City Power & Light Co..

Notary Public

My Commission Expires: _____

EXHIBIT A

DESCRIPTION: UTILITY EASEMENT

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER OF SAID SECTION 9, THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 N.2°08'59"W. 365.07 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF I-35 HIGHWAY (RIGHT-OF-WAY FOR KDOT PROJECT NO. 35-46 KA-1109-02); THENCE ALONG THE SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES

- (1) N.59°44'05"E. 802.62 FEET; THENCE
- (2) N.56°06'51"E. 503.92 FEET; THENCE
- (3) N.63°13'19"E. 318.45 FEET; THENCE
- (4) S.34°35'42"E. 199.05 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE

SAID SOUTH RIGHT-OF-WAY LINE

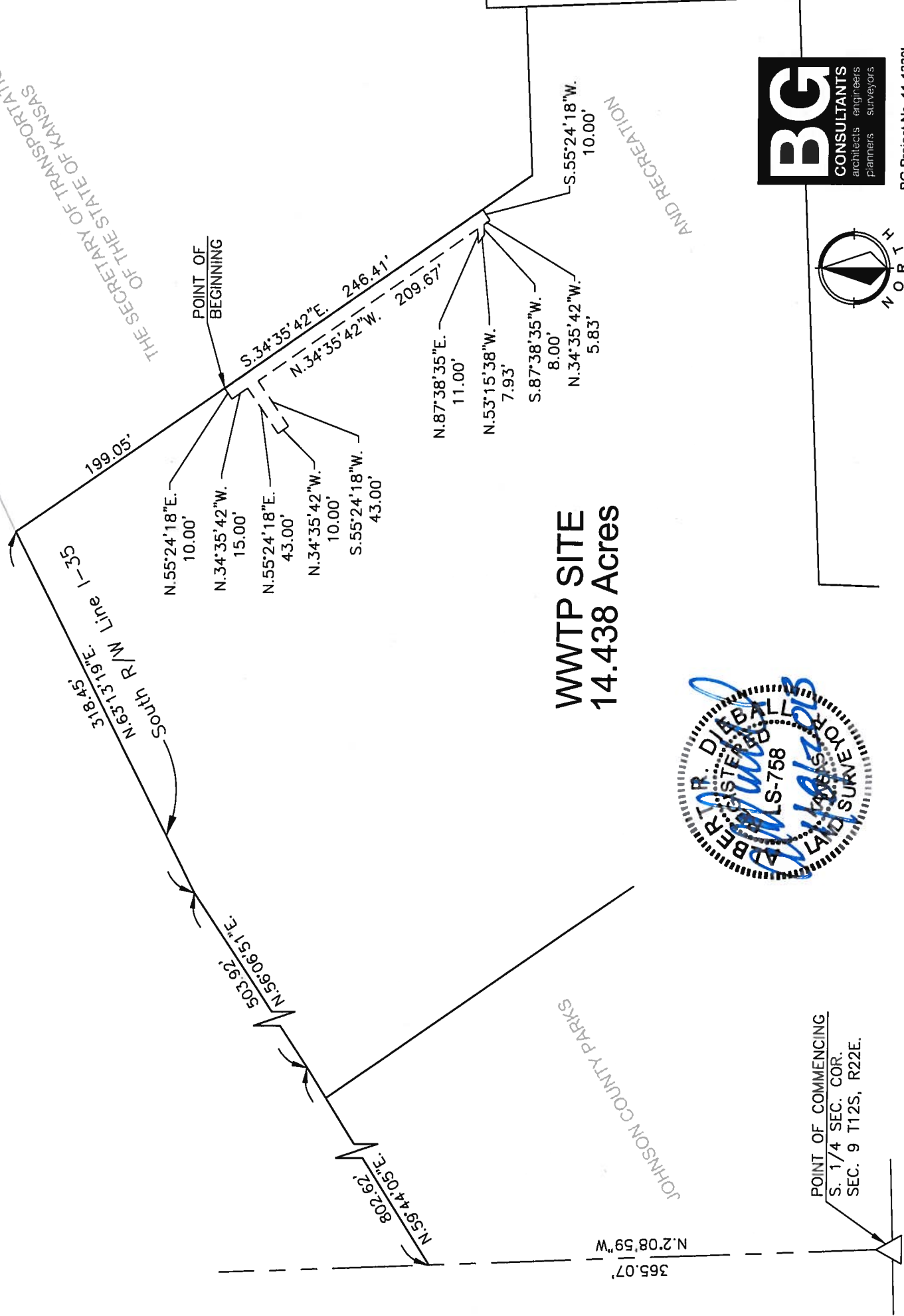
S.34°35'42"E. 246.41 FEET; THENCE
S.55°24'18"W. 10.00 FEET; THENCE
N.34°35'42"W. 5.83 FEET; THENCE
S.87°38'35"W. 8.00 FEET; THENCE
N.53°15'38"W. 7.93 FEET; THENCE
N.87°38'35"E. 11.00 FEET; THENCE
N.34°35'42"W. 209.67 FEET; THENCE
S.55°24'18"W. 43.00 FEET; THENCE
N.34°35'42"W. 10.00 FEET; THENCE
N.55°24'18"E. 43.00 FEET; THENCE
N.34°35'42"W. 15.00 FEET; THENCE
N.55°24'18"E. 10.00 FEET TO THE POINT OF BEGINNING.

THIS EASEMENT CONTAINS 0.068 ACRES.

WWTP Site Utility Easement

EXHIBIT B

THE SECRETARY OF TRANSPORTATION
OF THE STATE OF KANSAS



AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Final Acceptance of Prairie Tree Sanitary Sewer Project

Department: Public Works

Background/Description of Item: In September 2012, the City of Edgerton accepted a permanent sanitary sewer easement from the owner of the property located on the northeast corner of 199th Street and Homestead Lane, Prairie Tree LLC. A copy of that easement is included with this memo for your reference.

The property owner wanted to extend the sanitary sewer main being constructed as part of the Big Bull Creek Wastewater Treatment Plant and Conveyance System in order to provide sanitary sewer service to properties on the east side of Homestead Lane. By constructing the main extension in 2012, the property owner was able to complete the project prior to the construction of the new Homestead Lane.

The Prairie Tree Sanitary Sewer Project is now complete. The City's Construction Inspector with BG Consultants has indicated that the project has been completed in general conformance to the plans and specifications approved by the City Of Edgerton. Manhole vacuum testing, line pressure testing and mandrel testing have been satisfactorily completed and recorded. A copy of those test results will be retained in the city records. The Inspector did indicate there may be a small amount of permanent seeding to be completed on the very east side of the project depending on the Homestead Lane road project, but it is a very small area.

Staff would recommend final acceptance of the project and consider the construction complete.

Enclosure: Prairie Tree Permanent Sanitary Sewer Easement

Related Ordinance(s) or Statute(s):

Recommendation: Approve Final Acceptance of Prairie Tree Sanitary Sewer Project

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: January 9, 2013

City Project No. BDC WWTP
Parcel No. 2F22K03-2001
(LLC)

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, Made and entered into this 13th day of September, 2012, by and between **PRAIRIE TREE, LLC**, of the address of PO Box 480200 Kansas City, MO 64148-0200, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

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

07/30/2012

1

24.00

SECTION TWO
RESTRICTED USE BY GRANTOR

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

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

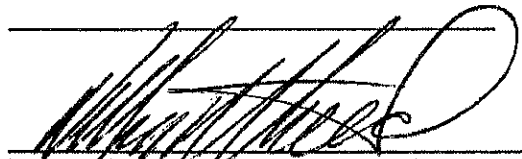
SECTION FOUR
EFFECT OF AGREEMENT

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

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

GRANTOR:

PRAIRIE TREE, LLC

A handwritten signature in black ink, appearing to read 'William C. Stueck', is written over a horizontal line.

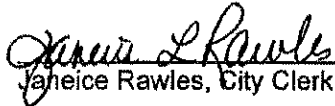
William C. Stueck, Managing Member
PO Box 480200
Kansas City, MO 64148-0200

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: 
Beth Linn, City Administrator

ATTEST:


Jaheice Rawles, City Clerk

(SEAL)



07/30/2012

ACKNOWLEDGMENT

~~Missouri~~
STATE OF ~~KANSAS~~)
Jackson) ss:
COUNTY OF ~~JOHNSON~~)

BE IT REMEMBERED, That on this 10th day of August 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William C. Stueck, Managing Member, Prairie Tree, LLC, who is personally known to me to be the same person who executed as such officer the foregoing instrument of writing on behalf of said LLC and said person duly acknowledged the execution of the same to be the act and deed of said LLC.

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

Carol A Siegel
Notary Public

My Appointment Expires:

10/15/2012

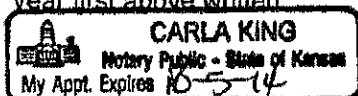
CAROL A. SIEGEL
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES OCT. 15, 2012
COMMISSION #06409363

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 13th day of September, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came BETH LINN, City Administrator of the City of Edgerton, Kansas, and JANEICE RAWLES, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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



My Appointment Expires:

10-5-14

Carla King
Notary Public

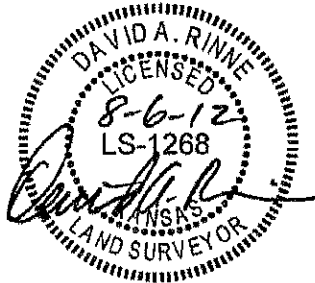
EXHIBIT 'A'
PERMANENT SANITARY EASEMENT
PART OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15, RANGE 22
IN JOHNSON COUNTY, KANSAS

DESCRIPTION:

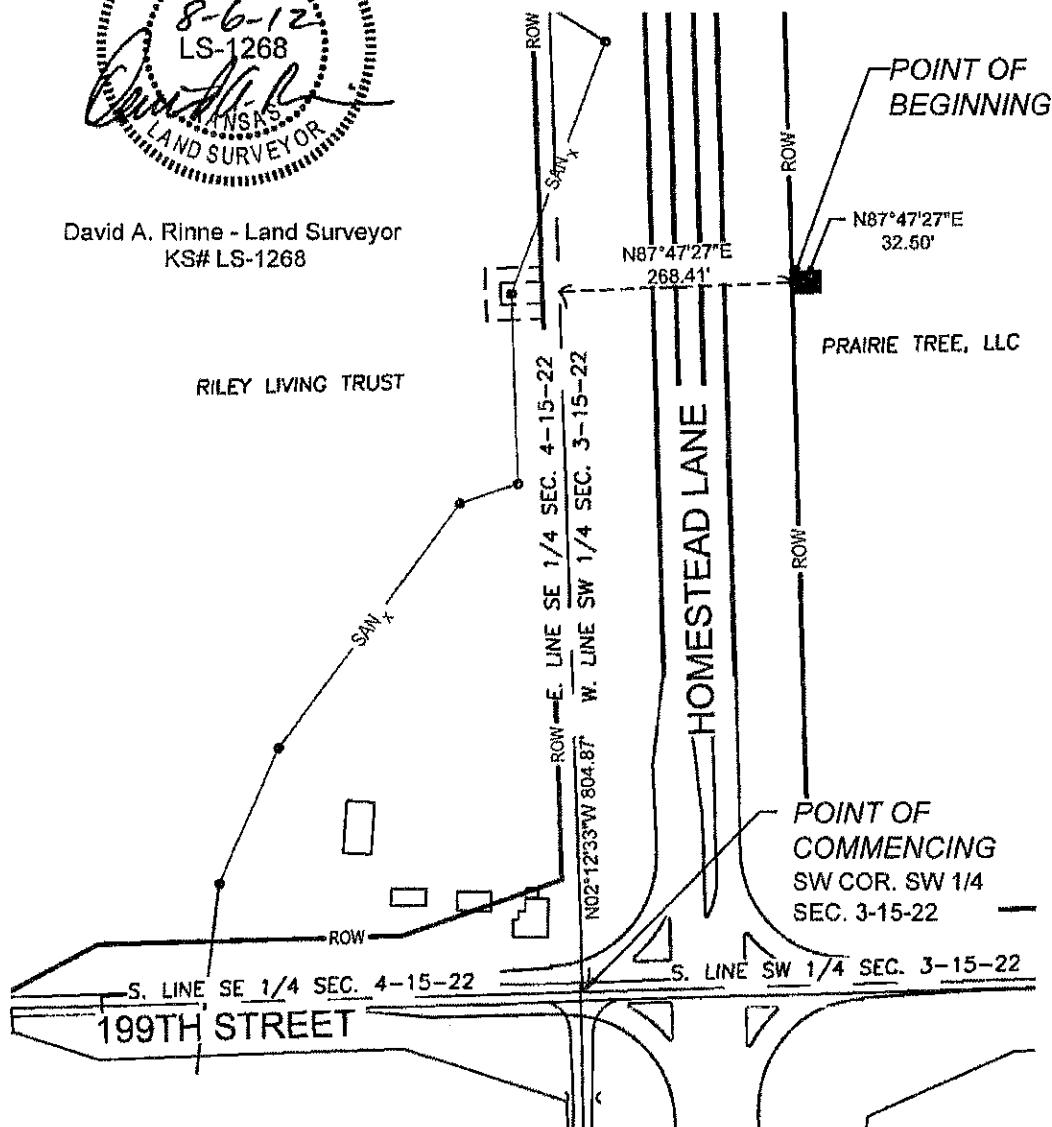
A PART OF THE SOUTHWEST ONE-QUARTER OF SECTION E, TOWNSHIP 15 SOUTH, RANGE 22 EAST, IN JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND 25 FEET WIDE LYING 12.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3-15-22, THENCE NORTH 02°12'33" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER, A DISTANCE OF 804.87 FEET TO A POINT; THENCE NORTH 87°47'27" EAST, A DISTANCE OF 268.41 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HOMESTEAD LANE AS NOW ESTABLISHED ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°47'27" EAST, A DISTANCE OF 32.50 FEET TO THE POINT OF TERMINUS.

I HEREBY CERTIFY THAT THIS REAL PROPERTY
LEGAL DESCRIPTION HAS BEEN PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION.



David A. Rinne - Land Surveyor
KS# LS-1268



DRAWN BY:	DR
CHECKED BY:	DR
DATE:	07-27-12
PROJECT NO:	12-063
SCALE:	



SCHLAGEL & ASSOCIATES, P.A.

Engineers • Planners • Surveyors • Landscape Architects

14920 West 107th Street • Lenexa, Kansas 66215

www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400

Kansas State Certificates of Authority

#E-296 #LA-29 #LS-64