

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
January 9, 2020
7:00 P.M.**

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 for December 12, 2019 Regular City Council Meeting
5. Approve Contract with Weather or Not, Inc. To Provide Weather Forecasting Services
6. Approve South I-35 Sanitary Sewer Easements

Regular Agenda

7. **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.
8. **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.
9. Introduction of New Public Works Employees, Peter Cappelatti and Dana Rockers
10. Presentation of Holiday Home Decoration Winners by Maddie Becker, Parks & Recreation Coordinator

Business Requiring Action

11. **CONSIDER RESOLUTION NO. 01-09-20A PURSUANT TO K.S.A. 26-201 SETTING FORTH THE NECESSITY FOR CONDEMNATION OF PRIVATE PROPERTY AND AUTHORIZING PREPARATION OF A SURVEY AND LEGAL DESCRIPTIONS OF THE PROPERTY TO BE CONDEMNED**

Motion: _____ Second: _____ Vote: _____

12. **Report By The City Administrator**
 - Kansas Rural Water Association Voting Delegate
 - 2021 Budget Calendar
13. **Report By the Mayor**

14. Future Meeting/Event Reminders:

- January 14th: Planning Commission – 7PM
- January 23rd: City Council Meeting – 7PM

15. 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 CONTRACT NEGOTIATIONS

Motion: _____ Second: _____ Vote: _____

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

EVENTS

January 13th – Youth Cooking Class: Old-Fashioned Candy

January 21st – Adult Nutrition Class

January 24th – Paint Nite

February 1st – Princess Tea Party

City of Edgerton, Kansas
Minutes of City Council Regular Session
December 12, 2019

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on December 12, 2019. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- City Attorney Lee Hendricks
- City Clerk Rachel James
- Development Services Director Katy Crow
- Public Works Director Dan Merkh
- Public Works Superintendent Trey Whittaker
- Marketing and Communications Manager Kara Banks
- ElevateEdgerton! President James Oltman

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Approve Minutes for November 14, 2019 Regular City Council Meeting
5. Approve Renewal of Cereal Malt Beverage License Application for 2020
6. I-35 South Phase II Sanitary Sewer Expansion Easements
7. Approve Letter of Understanding with Johnson County Human Services for 2020 Utility Assistance
8. Approve Resignation of Joshua Beem from Planning Commission

Motion by Brown, Second by Longanecker to approve the consent agenda.

Motion passed, 5-0.

REGULAR AGENDA

9. Public Comments.

Doug Hutchinson, Representative for D & J Land And Development LLC, distributed to the City Council an update (documents attached to these minutes) regarding the proposed Project Lonestar located on the southwest corner of 199th and Homestead Lane that included status of acres sold and concept of the project. Mr. Hutchinson stated that 70% of the lots were already sold (21 acres of Phase I) and highlighted types of uses in the proposed project. He also stated in the update that 60% of the total project has been either sold or under Letter of Intent.

Mayor Roberts stated that the proposed project has not been approved. The preliminary plat is the only item related to the development that has been approved by the Planning Commission, so the designs were, at best, concepts as of today.

10. **Declaration.** None.

11. Official 2019 Fall Election Results:

- Katee Smith
- Joshua Beem
- Clay Longanecker

12. **Installation of New Council and Oath of Office: The City Clerk will administer the Oath of Office to newly elected City Council.**

Katee Smith, Joshua Beem, and Clay Longanecker were sworn in by City Clerk, Rachel James.

13. **Election of President of Council:** City Council will elect a new President of Council to serve as Mayor Pro-Tem in the event the Mayor is unable to preside over meetings.

Motion by Conus, Second by Lewis to elect Clay Longanecker as President of Council.

Motion passed, 4-1-0, with Longanecker abstaining.

***RECESS FOR RECEPTION TO RECOGNIZE COUNCIL MEMBER JODY BROWN
FOR SERVICE AND DEDICATION TO THE CITY OF EDGERTON***

Business Requiring Action

14. **CONSIDER APPOINTMENT OF DEB LEBAKKEN TO PLANNING COMMISSION FOR A TERM ENDING IN SEPTEMBER 2021**

Mayor Roberts introduced Deb Lebakken. Ms. Lebakken stated she has lived in Edgerton for 12 – 13 years and wanted to help the City.

Motion by Smith, Second by Lewis to appoint Deb Lebakken to Planning Commission for a term ending in September 2021.

Motion passed, 5-0.

15. CONSIDER AGREEMENT WITH GARDNER EDGERTON CHAMBER OF COMMERCE FOR 2020

Jason Camis, President of Gardner Edgerton Chamber of Commerce, covered the 2019 year in review. He briefed council on the status of the GE Map which is now in the status of "moving forward". Since the map has been invoiced in previous years, Mr. Camis stated that the City would not be invoiced for that in 2020. Mr. Camis spoke on the newly published GE Magazine and stated the Kara Banks, Marketing and Communication Manager, helped review the Hostess story for factual errors. Mr. Camis highlighted other points that are included in the 2020 work plan.

Mayor Roberts stated that the article was way better than the previous year's article. Council shared a few concerns about the magazine including the lack on pictures from the Edgerton community.

Motion by Smith, Second by Longanecker to approve Agreement with Gardner Edgerton Chamber of Commerce.

Motion passed, 5-0.

16. CONSIDER CONTRACT WITH ELEVATEEDGERTON! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2020

James Oltman, President of ElevateEdgerton!, highlighted the accomplishments for ElevateEdgerton! in 2019 and stated the continued goals for 2020. Mr. Oltman's continued goals are housing and retail/commercial recruitment.

Motion by Longanecker, Second by Conus to approve Contract with ElevateEdgerton! for Economic Development Services for 2020.

Motion passed, 5-0.

17. CONSIDER RESOLUTION NO. 12-12-19A AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A, OF THE CITY OF EDGERTON, KANSAS

Jeff White, Financial Advisor at Columbia Capital, presented information to Council on the different types of Bonds, borrowing, and funding mechanisms municipalities can pursue for projects. He spoke on who buys municipal bonds and the role of municipal financial advisors. Mr. White then presented options for the Council to consider for the refinancing of the Series 2012A General Obligation Bonds. Mr. White stated the benefits and differences between the traditional underwriting process verses a bank direct purchase.

Council Member Longanecker asked that if the bank direct process the savings process of 8% is assured. Mr. White affirmed that is the projected rate and bank direct purchase has less risk.

Mayor Roberts asked if the savings realized could be plugged back in to the debt service and shorten the life of the loan. Mr. White affirmed that it would apply back and shorten the loan by one year.

Council Member Conus asked if the interest rates would be similar in both proposals. Mr. White state that there is certainty with the bank direct because it is locked in at that rate but you would forego the opportunity of a positive surprise.

Council reached consensus on shortening the life of the loan.

Council reached consensus on moving forward with refinancing.

Council reached consensus on the bank direct process.

Motion by Longanecker, Second by Lewis to approve Resolution No. 12-12-19A.

Motion passed, 5-0.

18. CONSIDER AN AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S DEPARTMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2020

Beth Linn, City Administrator, introduced the agreement with the Johnson County Sheriff's Office. She stated that the agreement is identical to the previous year with the addition of the Power Shift which the Council had approved previously during the 2020 Budget discussion.

Addendum #1 adds the new patrol unit which will focus on specific concerns that had been brought to Council's attention in previous Citizen Survey's. The unit will cover 1 square mile, from Morgan Street / W 199th Street on the north, Sunflower Road on the east, W 8th Street / Edgerton Road on the west, and Braun Street/ W 207th Street on the south. This unit gives Edgerton the opportunity to have a strong community policing presence and an officer with an adaptable schedule based on need and community events.

Jeremy Campbell, Captain of the Patrol Division, stated that the Power Shift means the officer will be a community presence from eating with kids at the school, cutting down on speeding in town and select and targeted enforcement.

Mayor Roberts stated that more officer presence in the community is something he has heard a lot about from the residents.

Motion by Longanecker, Second by Smith to approve Agreement with the Johnson County Sheriff's Department for the Provision of Law Enforcement Services for Fiscal Year 2020.

Motion passed, 5-0.

19. CONSIDER RESOLUTION NO. 12-12-19B ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS

Katy Crow, Development Services Director, introduced the updates to the Fee Resolution. Annually, Staff reviews fees in the various departments and adds or revises rates. The redlined version is included in the Agenda packet.

Council Member Conus stated he was glad to see the re-review fee as each of the documents in the planning process is resubmitted multiple times. Mayor Roberts agreed that the amount of work for the Development Services Department has been very challenging lately. Council Member Smith asked what the block party fee is. Ms. Linn stated that it is the fee for the closing of a road for a party/event.

Motion by Longanecker, Second by Smith to approve Resolution No. 12-12-19B.

Motion passed, 5-0.

20. Report by the City Administrator

Beth Linn, City Administrator, introduced updates to two position descriptions and two new positions. She walked through the updates to the Assistant City Administrator position as well as the Public Works Director taking over the duties of managing the utilities department. The CIP Project Manager would help manage all the forthcoming CIP projects. Mayor Roberts stated there are a lot of upcoming projects for a city of this size. Ms. Linn summarized the Maintenance Technician II position for the Utilities Department which would allow growth for employees wishing to stay with the City.

Motion by Longanecker, Second by Conus to approve the Assistant City Administrator, Public Works Director, CIP Project Manager, and Maintenance Technician II job descriptions.

Motion passed, 5-0.

Beth Linn introduced an Overpass Construction and Maintenance Agreement with BNSF Railway. The upcoming 207th Street/Co-op Road Grade Separation (Overpass) project necessitates an agreement with BNSF for this construction and future maintenance of the new grade separation. The exact fees for the agreement have yet to be determined and will be once BNSF has reviewed and approved the final design plans. Agreement does allow BNSF to change the grade or alignment of tracks or add additional tracks/facilities in the future. If the Overpass would have to be altered to accommodate these changes, the City would bear the cost of those alterations.

There was general discussion amongst Council Members on the recitals. Mayor Roberts stated that this is a standard agreement for BNSF.

Motion by Longanecker, Second by Smith to approve the form of the Agreement subject to final approval by the City Attorney and to authorize the Mayor to execute the Agreement.

Motion passed, 5-0.

21. Report by the Mayor

22. 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 CONTRACT NEGOTIATIONS

Motion by Beem, Second by Smith to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing contract negotiations to include City Attorney and City Administrator for fifteen (15) minutes.

Motion was approved, 5-0.

Session recessed at 9:56 pm. Meeting reconvened at 10:11 pm.

Motion by Beem, Second by Smith to return to open session.

Motion was approved, 5-0.

Motion by Beem, Second by Smith to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing non-elected personnel to include City Attorney and City Administrator for fifteen (15) minutes.

Motion was approved, 5-0.

Session recessed at 10:12 pm. Meeting reconvened at 10:27 pm.

Motion by Beem, Second by Smith to return to open session.

Motion was approved, 5-0.

Motion by Beem, Second by Smith to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing non-elected personnel to include City Attorney and City Administrator for ten (10) minutes.

Motion was approved, 5-0.

Session recessed at 10:28 pm. Meeting reconvened at 10:38 pm.

Motion by Beem, Second by Smith to return to open session.

Motion was approved, 5-0.

23. Future Meeting Reminders:

- December 12th: City Council Meeting – 7PM
- December 26th: City Council Meeting – CANCELED

24. Adjourn

Motion by Longanecker, Second by Lewis to adjourn.

Motion was approved 5-0. The meeting adjourned at 10:40 pm.

EVENTS

December 24th: Christmas Eve – City Offices Closed

December 25th: Christmas – City Offices Closed

January 1st: New Year's Day – City Offices Closed

January 2nd – 3rd: Winter Break Kid's Camp

January 21st: Nutrition Class

D & J Land and Development

Edgerton Project

December 12, 2019

***Currently own 43 acres**

***Phase 1 - 30 acres**

*Travel Plaza includes 2 Restaurants	12 Acres sold
*JoCo Municipal Building	5 Acres sold
*Truck Wash	2 Acres sold
*Truck Maintenance	3 Acres
*Hotel	2 Acres sold
*3 Restaurant sites	4 Acres

***Phase 2 - 13 Acres**

*Hotel	2 Acres sold
*Hotel	2 Acres LOI
*Retail Strip	4 Acres
*2 Restaurant sites	3 Acres

Sold 21 acres (**70% of Phase 1**) start construction Spring 2020 per current timetable

LOI 2 acres

60% of total project either sold or under LOI

Total Site \$60 Million +/- of new buildings

Permanent Jobs 160+/-

Property Tax \$750,000 +/-

Sales Tax \$2.5 million +/-

Current Issues

*Waiting on Intersection design which is holding up project

*Will stop grading by end of year

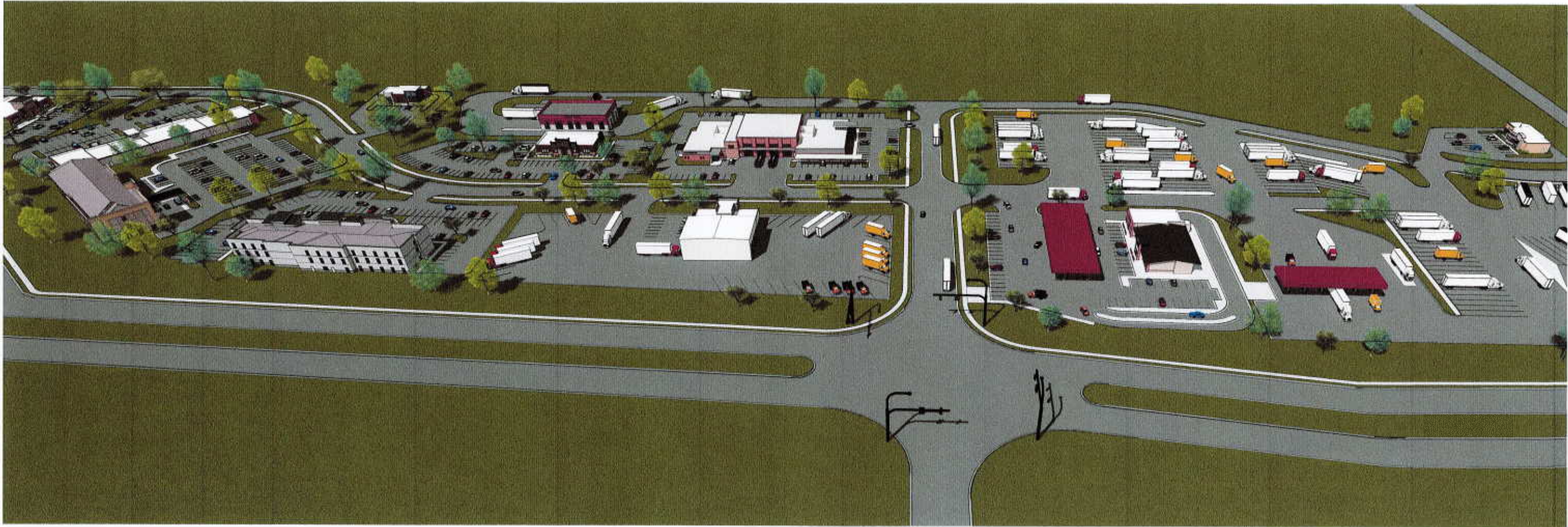
*D & J had design of intersection about complete, which Planning Commission OK'd in Preliminary Plat

*Moving Intersection will cause increased cost, extend time

*Finalize Development Agreement

D & J Land currently has multi millions wrapped up in the project, time is of the essence to continue moving the project along

D&J Land Development



Aerial of Edgerton Development
NTS



City Council Action Item

Council Meeting Date: January 9, 2020

Department: Public Works

Agenda Item: Consider Contract With Weather Or Not®, Inc. To Provide Weather Forecasting Services

Background/Description of Item:

On January 12, 2017, City Council approved an agreement with Weather or Not® to provide weather forecasting services. These forecasts are designed to provide key operational staff with the ability to accurately and efficiently schedule projects and/or emergency operations as necessary. This service provides staff with weather information via email, web portal, text messages and phone. Notifications are provided twice a day during normal condition, additionally Weather or Not will contact staff via phone during significant weather event. These calls are vital for the City's Winter Weather Operations and these notifications give staff additional tools during inclement weather event.

Over the last several years this service has been utilized by multiple departments, the key element has been the emergency notifications, as well as being able to call Weather or Not® for real time updates. This service has help staff with work flow planning, provide event staff with forecasting data with localized lighting updates to better manage events, and better identify winter weather response and reaction.

The City's purchasing policy allows and encourages the practice of cooperative purchases. Traditionally this has been most frequently utilized with Vehicle and Equipment. The purchasing policy allows for the City to "piggy-back" on contracts entered-into by other jurisdictions. Section 2.14 of the agreement between the City of Prairie Village and Weather or Not® includes the cooperative purchasing provisions to allow the City of Edgerton to piggy-back on an existing contract.

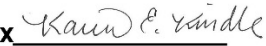
The all-inclusive fee for the Premier Plus (*including A+ Weather Post Storm Reports) is \$9,960 annually, the addition of Sferic Maps total lightning service is \$595, with the total contract cost of \$10,555. The 2020 Public Works budget includes sufficient budget for the cost.



Related Ordinance(s) or Statue(s):

Funding Source: General Fund-Public Works-Emergency Management

Budget Allocated: \$12,000

x 

Finance Director Approval: Karen Kindle, Finance Director

<p>Recommendation: Approve Contract With Weather Or Not®, Inc. To Provide Weather Forecasting Service For 2020, At A Price Not To Exceed \$10,555</p>
--

Enclosed: City of Edgerton: A+ Weather Services Contract
City of Prairie Village: Cooperative Contract Documents
Weather or Not: Service Summary

Prepared by: Dan Merkh, Public Works Director



6100 Nieman Rd., Suite 200
Shawnee, Kansas 66203
913.722.3955

City of Edgerton- A⁺™ Weather Services Contract

This is to confirm that the City of Edgerton retains *Weather or Not*®, Inc. ("*Weather or Not*") from January 1, 2020 thru December 31, 2020 to provide weather forecasting services set forth herein. Forecasts shall be e-mailed M-F by 7:00 AM and 3:00 PM, and by 8:00 AM on weekends with all appropriate updates being made, as information becomes available. A⁺™ Weather Alerts will be delivered to up to 10 City of Edgerton mobile devices. The City of Edgerton may call for updates whenever they choose. *Weather or Not* may record telephone calls between weather forecasters and the City of Edgerton. The City of Edgerton understands that these recordings may occur for the purpose of *Weather or Not* customer service training (without further notices) and consents to these recordings.

The all-inclusive fee for the Premier Plus, (*including the Sferic Mapssm total lightning service and A⁺™ Weather Post Storm Reports) billable annually in the amount of \$10,555.00, payable net 20. Sferic Mapssm End User License Agreement electronic consent required. The City of Edgerton agrees that the information provided by *Weather or Not* as a part of the services shall not be rebroadcast, redistributed, republished or otherwise reproduced, in whole or in part, without the express written consent of *Weather or Not*.

The City of Edgerton acknowledges that forecasting the weather is not an exact science and that *Weather or Not* has no control over the City of Edgerton's actions in response to forecasts and information delivered by *Weather or Not*. *Weather or Not* shall not be responsible for the acts or omissions of the City of Edgerton taken in reliance upon the information provided by *Weather or Not*, hereunder. The City of Edgerton hereby releases *Weather or Not*, its representatives, officers, directors, and shareholders from all loss, cost, damage, liability and expense including actual, consequential, and incidental damages suffered by the City of Edgerton or any of its agents, contractors or employees or other third parties as a result of weather conditions, whether or not forecasted by *Weather or Not*, or as a result of any other services provided by *Weather or Not*.

The City of Edgerton hereby agrees that this agreement shall not be assigned or otherwise transferred in whole or in part without the express written consent of *Weather or Not*. This agreement shall be binding when signed by both parties.

Sara Croke
Weather or Not

City of Edgerton

Date

Date

AGREEMENT for WEATHER FORECAST SERVICES

This Agreement, made this 16th day of DECEMBER, 2019, by and between WEATHER OR NOT, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2020 through 2022 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor will provide to the Public Works Department, original all-season weather forecast services developed by professional meteorologists.
- 1.2 The Contractor will provide web-based access to interactive forecast charts and graphs as well as delivery of daily forecasts by e-mail and texting for up to a maximum of 15 users at 5:00 AM, 7:00 AM and 3:00 PM weekdays and no later than 8:00am on weekends and holidays. There should be an ease of use to adding, removing or temporarily stopping notifications to users.
- 1.3 The Contractor's daily forecast shall include current and projected weather conditions including start time and duration of rain/snow, intensity of rain, snow or ice and the potential for accumulating ice, damaging winds, dangerous temperatures, and 24-hour pavement temperature forecasts during winter weather. Forecasts should also include a 72-hour discussion on precipitation in the forecast including how, when and confidence that the storm will impact the City's operations. Also, a 3-5-day outlook that includes weather system, timing and expected impacts to the City's operations. All forecasts shall contain enough pertinent information to allow the Public Works Department to make scheduling decisions for severe weather and emergency conditions, as well as planning for routine construction activities.
- 1.4 The Contractor will provide continual weather updates to designated personnel as conditions change and for severe weather forecasts of high winds, lightening, precipitation, and/or violent weather. A minimum of two (2) hours' notice of all winter storms and one (1) hour when possible for lightening or thunderstorm activity, will be required.
- 1.5 The Contractor will provide post storm reports within 48 hours of winter weather or major storm events. Reports to include a narrative synopsis of how the event unfolded, including start and stop times for the storm and all types of precipitation and quantity occurring during the storm, when pavements went above and below freezing and a 10-year monthly snow comparison.
- 1.6 The Contractor will also provide a winter season summary report to include all winter events, records, analysis of unusual events and 10-year comparison of snow accumulation.

- 1.7 The City may call the Contractor at any time with forecast requests and personal notification from a live meteorologist as required on a 24/7 basis. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period. Please attach a list of all meteorologists employed by your company including an updated resume for each meteorologist.
- 1.8 The City may request to tour the business facility prior to bid award.
- 1.9 The Contractor will provide historical data requests from the City within a reasonable timeframe.
- 1.10 The City agrees that the information provided by the Contractor will not be rebroadcast, redistributed, republished, or otherwise reproduced, in whole or in part, without the written consent of the Contractor.
- 1.11 The City acknowledges that forecasting the weather is not an exact science, and releases the Contractor from any and all loss, cost, damage, liability, and expense suffered as a result of weather conditions, whether forecasted or not forecasted.
- 2.0 General
 - 2.1 The signed agreement will be the authorization for the vendor to provide the described services as requested by the City.
 - 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-jcarney@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs.
 - 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
 - 2.4 All invoices with a copy of the service report are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
 - 2.5 Insurance:
 - A. The Contractor shall procure and maintain, at its expense, workmen's compensation insurance and benefits for its employees.
 - 2.6 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

- 2.7 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the Contractor providing the services described in this agreement.
- 2.8 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.9 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.10 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.11 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non-Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.
- 2.12 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas
- 2.13 This Agreement is for the period of January 1, 2020 through December 31, 2022. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.14 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.
- 2.15 Municipal Cooperative Procurement: contractor agrees to provide products and/or services to any municipality, county, or state government; public utility; non-profit hospital;

educational institute; special governmental agency; and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid America Regional Council (MARC).

3.0 Fees

3.1 The fee to be paid in advance for the completion of this service is:

	2020 Annual Fee	2021 Annual Fee	2022 Annual Fee
Annual Weather Forecasting Services	\$9960.00	\$9960.00	\$10,260.00

Reminder: attach copy of resumes for all meteorologists employed by your company.

4.0 References

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: Lenexa Municipal Services Contact: Mr. Nick Arena

Phone #: 913-477-7810 Email: narena@lenexa.com

Brief Description on Work: Services provided similar to Prairie Village

Company: City of Overland Park Contact: Mr. Kyle Burns

Phone #: 913-895-8308 Email: kyle.burns@opkansas.org

Brief Description on Work: Services provided similar to Prairie Village

Company: Evergy, Inc. Contact: Mr. Dan Munkers

Phone #: 816-206-0810 Email: dan.munkers@kcpl.com

Brief Description of Work: Services per Evergy specifications

Contractor Contact: Loree Voigt

Company Name: Weather or Not, Inc.

Address: 6100 Nieman Rd., Suite 200

Shawnee, KS 66203

Telephone Number: 913-722-3955

Fax Number: N/A

Email: admin@weatherornot.com

/s/ Loree Voigt 12-4-19
Contractor Agent Date

ATTEST:

/s/ Adam Geffert 12/16/19
Adam Geffert, City Clerk Date

/s/ David G. Waters 12/16/19
David Waters, City Attorney Date

/s/ Eric Mikkelsen 12/16/19
Eric Mikkelsen, Mayor Date

Welcome to your **NEW** EXPANDED Expert Analysis

Prepared by your Weather or Not Meteorologists



Advisory

D WARNING FOR THE... UNTIL FRIDAY
...AT 4:30A... FLOOD STAG...
THE RIVER W... FLOW FLOOD STAGE TH... AFTERNOON...

ation Di

thunder...ected.

ol... scattered sh... thunderstorms will develop begin...
id...

ry downpours w... with any thunderstorms.

will end around sun...

... especially through the morn...
... showers & thunderstorms possib... afternoon & eve...

ation

...20-0.60 Iso. 1.20"	Start: 11AM-1P	...M
...0-0.25 Iso. 1.00"	Start: 1-3PM Thu	...PM TH

st Discuss

more dry th... of the week... weekend.

Remnants of Tropical

... conditions are expected... through the day on Saturday.

You **WILL** still receive 2 e-mail notifications/day, during the week and one on the weekend to let you know that we have completed an update!

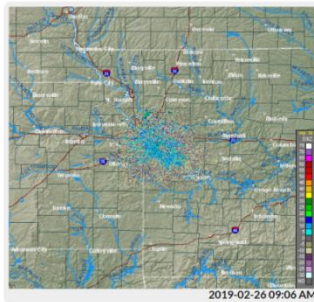
In with the NEW!

- Web-based access from multiple devices
- Forecasts and updates in a variety of formats with interactive charts and graphs
- Trend data
- Weather matrix
- Radar, Satellite and NWS warnings

3 DAY HOURLY MATRIX

Day	Day 1 - Tuesday A.M.														Day 2
Hour	12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM		
Temperature	33	32	31	29	28	27	29	30	32	35	39	42	44		
Dew Point	22	22	21	21	20	20	20	21	22	24	25	27	28		
Relative Humidity	64	66	66	72	72	75	69	69	66	64	57	55	53		
Feels Like	33	32	31	29	28	27	29	30	27	31	35	42	44		
Sky Cover	50	50	50	50	50	50	50	50	50	50	50	50	50		
Wind Speed	3	3	4	4	0	1	2	3	5	5	5	5	5		
Wind Direction	ESE	E	E	ENE	ENE	NE	NE	E	ESE	ESE	SE	SSE	SSE		
Wind Gust	9	9	8	8	7	7	7	8	9	10	12	13	15		
Prob of Rain	0	0	0												
Prob of Thunder	0	0	0												
Rain Accum	0.00	0.00	0.00												
Prob of Ice	0	0	0												
Ice Accum	0.00	0.00	0.00												
Road Temperature	32	31	31												

KANSAS CITY



Select Other Radar Locations:

KANSAS CITY

[View expert analysis](#)

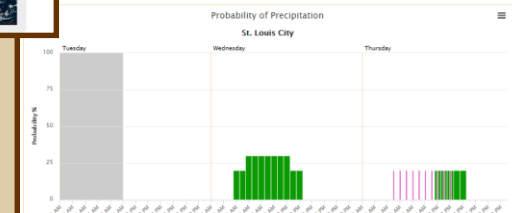
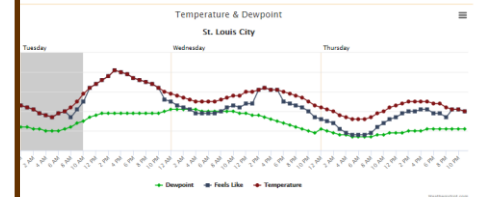
DAILY WEATHER (MIDNIGHT - MIDNIGHT)

	Tuesday	Wednesday	Thursday	Friday	Saturday
HIGH	51	42	35	41	33
LOW	27	33	26	22	22
FEELS LIKE	51	42	31	41	25
SKY					
WIND	SE 0 to 5 G 15	SSE 5 to 10 G 15	NNE 3 to 7 G 10	NE 3 to 10 G 17	WNW 8 to 10 G 21
PROBABILITY OF RAIN	0	30	20	40	0
PROBABILITY OF THUNDER	0	0	0	0	0
PROBABILITY OF ICE	0	0	20	40	40
ROAD < 32°	--	--	4 am	1	1
ROAD > 32°	9 am	ALL DAY	2 pm	1	1
NOTES					

CONTINENTAL UNITED STATES



All graphs are interactive, use your mouse to explore all data available.
Ⓜ Indicates past data.



Step 1: Welcome E-mail

Weather or Not Password Account Activation

From: Weather or Not Mailer <noreply@weatherornot.com>

Sent: Mon, Jan 21, 2019 at 9:00 am

To: User Five

 Images not displayed. [SHOW IMAGES](#) | [ALWAYS SHOW IMAGES FROM THIS SENDER](#)

User
New Test Client 1.15

Let's get started with your new Expanded Expert Analysis!
To use all the NEW features we need to get this device activated (remember you can use up to 3 devices).

By continuing you accept the [Terms of Use](#)

Your username is: Weather or Not Password Account Activation

Please follow this link
to create your password

This email was sent to you as part of your Weather or Not® subscription.
Please add weatherornot.com to your email whitelist.
© Copyright 2019 Weather or Not®

Step 2: Enter Your Password

RESET PASSWORD

Password

Password*:

Re-type Password*:

Save

[Reset Password](#)

Step 3: Sign-In to your **NEW** EXPANDED Expert Analysis

Next you will be asked to sign-in using your user name (your e-mail) and the password you just created.



The screenshot shows the Weather or Not website's login interface. At the top left is the logo "Weather or Not®" with the tagline "When Accuracy Means Money™". To the right of the logo is a "LOGOUT" link. Below the logo is a navigation bar with links: "EXPERT ANALYSIS", "HOURLY", "RADAR", "SATELLITE", and "HYDRO". The main content area features a light gray box containing the login form. The form has two input fields: "Username:" and "Password:". Below the password field is a "Login" button and a "Forgot Password?" link. At the bottom of the page, there is a copyright notice: "© Copyright 2019 Weather or Not, Inc. (913) 722-3955 info@weatherornot.com".

WATCH our Welcome Video with President, Sara Croke

3 steps to get started.




EXPERT ANALYSIS HOURLY RADAR SATELLITE HYDRO

FRIDAY, MARCH 8, 2019 05:15 AM

FORECAST FOR:
ST. LOUIS CITY

CURRENT CONDITIONS

	Time	Sky	Temp	Dew Pt	RH	Wind	Pressure	Visibility
	7:51 AM	Fog/Mist	34°F	30°F	85%	E 6 mph	30.08"	6 mi.

PRECIPITATION DISCUSSION

This Morning:

- Areas of drizzle & light rain taper off by the late morning hours.
 - *Roadways stay above freezing, preventing any slickness from developing.*

Tonight into Saturday:

- Another round of patchy drizzle becomes possible late tonight into Saturday.
- Drizzle increases to widespread rain & storms around dawn Saturday.
 - *Activity is expected through the morning, ending in the afternoon.*
 - *Brief wind gusts up to 50 mph are possible along with locally heavy downpours with any thunderstorm.*

PRECIPITATION TIMELINE

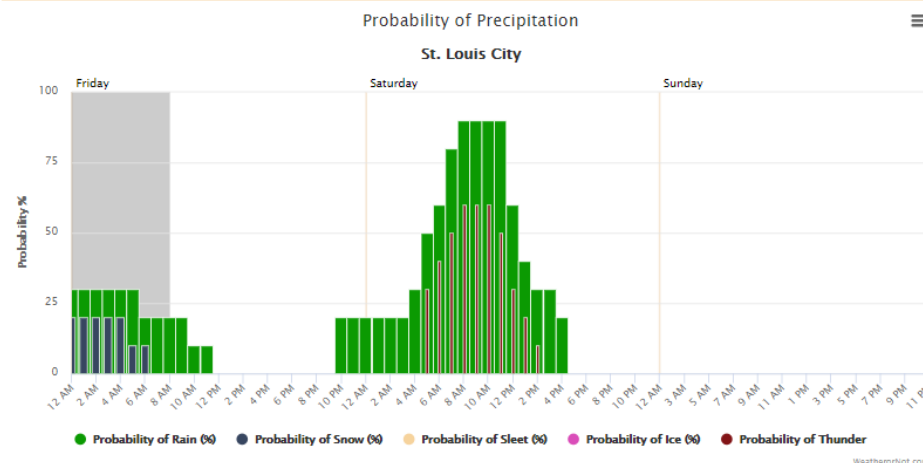
Precipitation Type	Accumulation	Start	End
Drizzle	0.00-0.03"	Ongoing	9-11AM
Drizzle	0.00-0.05"	10PM-12AM Saturday	5-7AM Saturday
Rain	0.40-1.00" Iso. 1.75"	5-7AM Saturday	2-4PM Saturday
Flurries	0.00	Ongoing	By 6AM

*This is where you
“land” when you
1st sign-in or open
your e-mail. ALL
the information
you had before
and MORE is right
here.*

EXPERT ANALYSIS HOURLY RADAR SATELLITE HYDRO

PRECIPITATION TIMELINE

Precipitation Type	Accumulation	Start	End
Drizzle	0.00-0.03"	Ongoing	9-11AM
Drizzle	0.00-0.05"	10PM-12AM Saturday	5-7AM Saturday
Rain	0.40-1.00" Iso. 1.75"	5-7AM Saturday	2-4PM Saturday
Flurries	0.00	Ongoing	By 6AM








*If there's
precip in the
forecast
within the
next 48 hrs.,
the precip
probability
graph will be
here also!*

EXPERT ANALYSIS HOURLY RADAR SATELLITE HYDRO






FORECAST DISCUSSION

- Both Sunday & Monday are expected to remain dry & on the cool side.
- Periodic rain & a few thunderstorms likely develop Tuesday morning & last through the day into Wednesday morning.

DAILY WEATHER (MIDNIGHT - MIDNIGHT)

	Friday	Saturday	Sunday	Monday	Tuesday
HIGH	43	60	50	51	45
LOW	32	37	34	29	36
FEELS LIKE	43	60	27	51	45
SKY					
WIND	E 6 to 9 G 14	SE 8 to 29 G 45	WSW 9 to 21 G 35	WNW 3 to 6 G 13	E 5 to 20 G 28
PROBABILITY OF RAIN	30	90	0	0	55
PROBABILITY OF THUNDER	0	60	0	0	0
PROBABILITY OF SNOW	20	0	0	0	0
ROAD < 32°	--	--	11 pm	●	●
ROAD > 32°	ALL DAY	ALL DAY	--	●	●
NOTES					

CURRENT AIRPORT CONDITIONS

Location	Time		Sky	Temp	Dew Pt	RH	Wind	Pressure	Visibility
Lambert	7:51 AM		Fog/Mist	34°F	30°F	85%	E 6 mph	30.08"	6 mi.
St. Charles	7:54 AM		Fog/Mist	34°F	31°F	89%	ENE 6 mph	30.09"	4 mi.
Chesterfield	7:54 AM		Fog/Mist	35°F	32°F	89%	E 7 mph	30.07"	5 mi.
Downtown St. Louis	7:53 AM		Overcast	34°F	30°F	85%	E 5 mph	30.09"	7 mi.
Washington	7:55 AM		Fog/Mist	36°F	36°F	100%	E 5 mph	30.08"	3 mi.

Select other forecast location.

ST. LOUIS CITY ▼

[View Hourly Data](#)

More of the information you already receive, but you'll have the ability to look at different forecast locations in your region.

Click here or on the top tool bar for Hourly Interactive Graphs

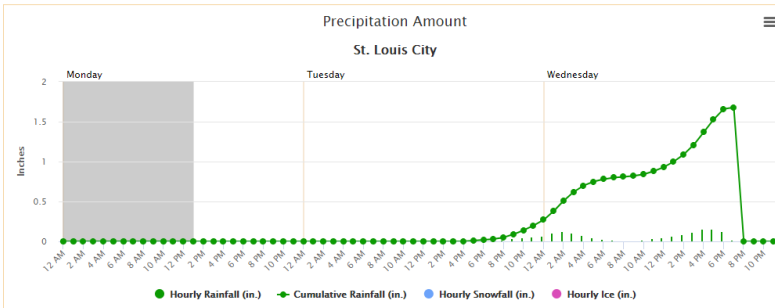
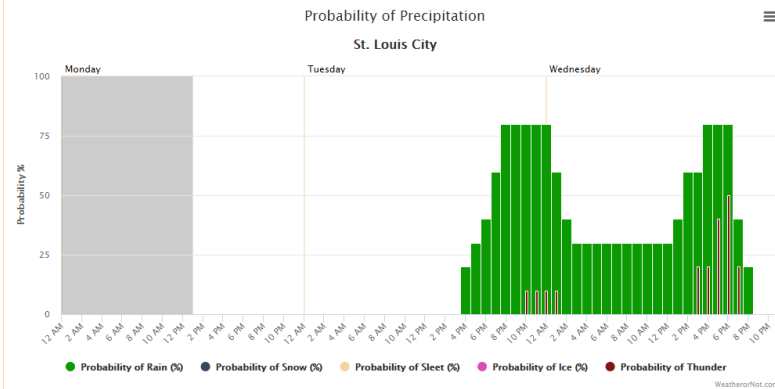
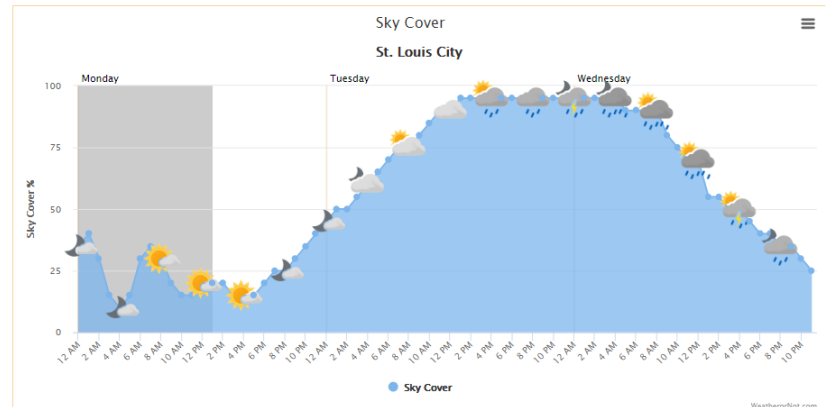
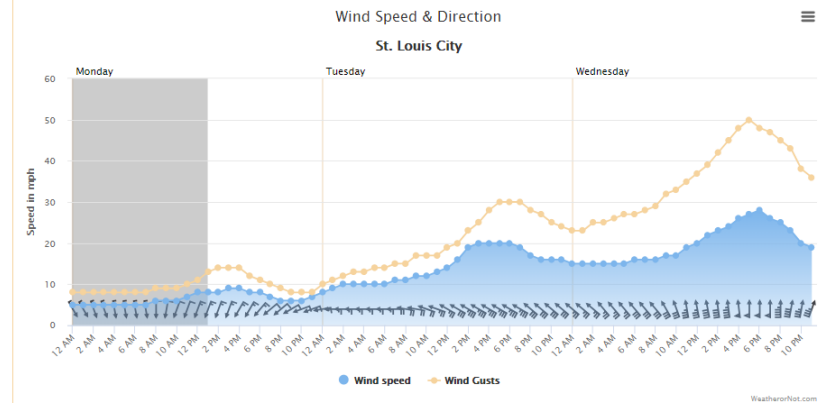
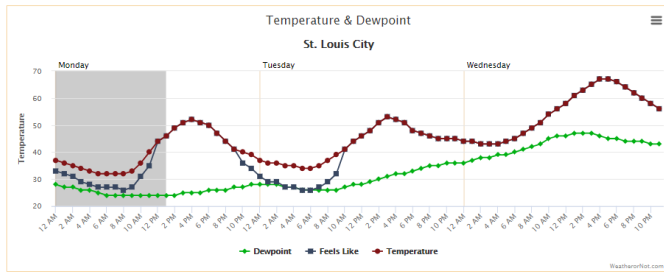
EXPERT ANALYSIS **HOURLY** RADAR SATELLITE HYDRO

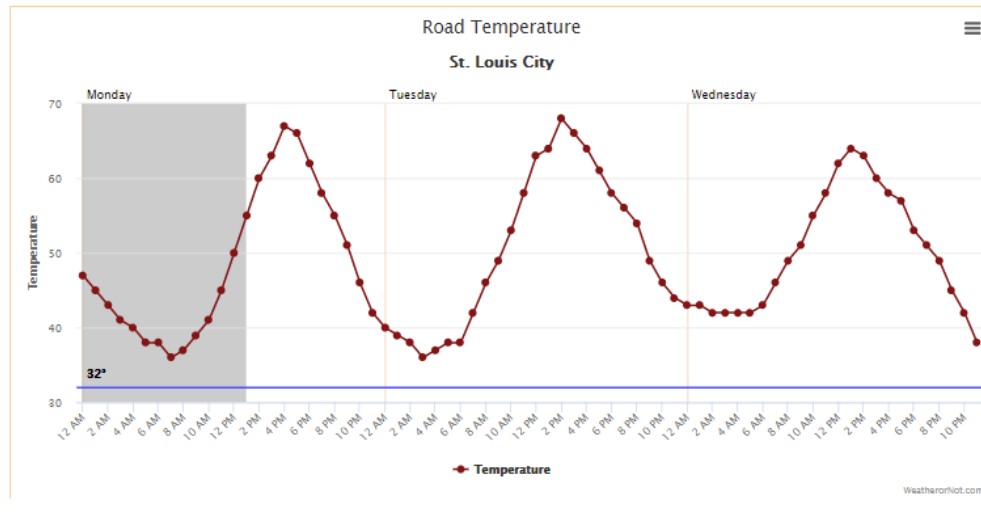
Interactive Graphs

MONDAY, MARCH 11, 2019 05:00 AM

FORECAST FOR:
ST. LOUIS CITY

All graphs are interactive, use your mouse to explore all data available.
● indicates past data.



**3 DAY HOURLY MATRIX 1**

Day	Day 1 - Monday A.M.												Day 2
Hour	12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM
Temperature	37	36	35	34	33	32	32	32	32	33	36	40	43
Dew Point	28	27	27	26	26	25	24	24	24	24	24	24	24
Relative Humidity	70	70	72	72	75	75	72	72	72	69	61	52	44
Feels Like	33	32	31	29	28	27	27	27	26	27	31	35	39
Sky Cover	35	40	30	15	10	15	30	35	30	20	15	15	20
Wind Speed	5	5	5	5	5	5	5	5	6	6	6	7	8
Wind Direction	WNW	WNW	WNW	WNW	NW	NW	NW	NW	N	N	NNE	NNE	N
Wind Gust	8	8	8	8	8	8	8	8	9	9	9	10	11
Prob of Rain	0	0	0	0	0	0	0	0	0	0	0	0	0
Prob of Thunder	0	0	0	0	0	0	0	0	0	0	0	0	0
Rain Accum	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

*Interactive Graph
and Hourly 3-Day
Matrix*

EXPERT ANALYSIS HOURLY **RADAR** SATELLITE HYDRO

KANSAS CITY



*Choose to view
other radars in
the Midwest*

Select Other Radar Location:

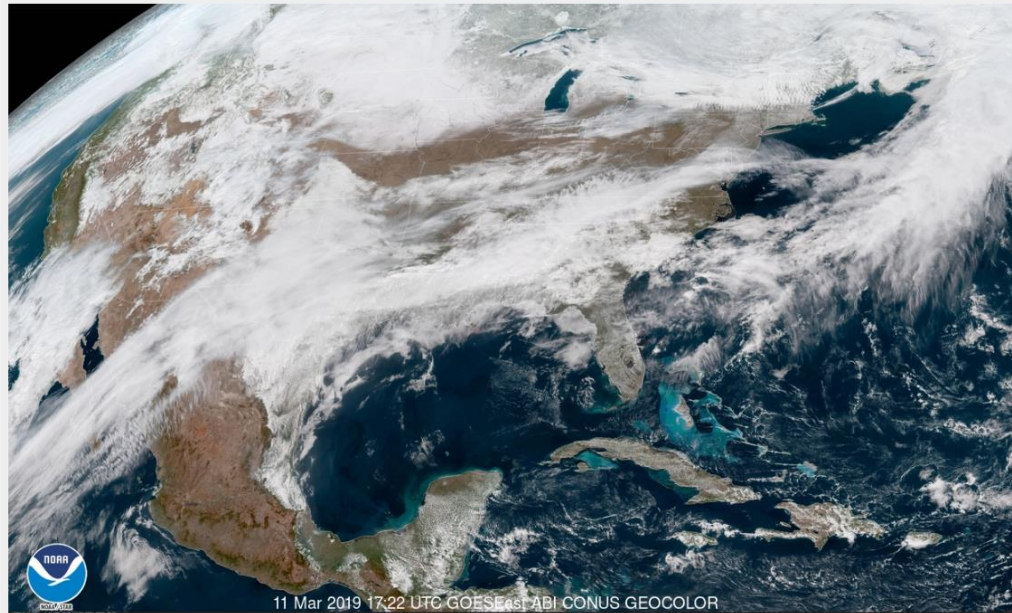
KANSAS CITY ▼

EXPERT ANALYSIS HOURLY RADAR **SATELLITE** HYDRO

**Weather
or Not®**
When Accuracy Means Money™

CONTINENTAL UNITED STATES

2019-03-11 12:22 PM



GOES 16 Satellite View

EXPERT ANALYSIS HOURLY RADAR SATELLITE **HYDRO**

HYDRO CONDITIONS

River Stages:

River	Current Stage	Flood Stage	Day 1	Day 2	Day 3	Day 4	Day 5
Missouri River at St. Charles	18.28'	25.00'	0.00'	19.40'	22.20'	23.20'	23.00'
Mississippi River at St. Louis	20.83'	30.00'	0.00'	22.60'	24.30'	25.50'	26.00'
Missouri River at Washington	12.40'	20.00'	0.00'	14.30'	17.40'	17.80'	17.40'

Flash Flood Guidance: ?

Area	1 hr	3 hr	6 hr
------	------	------	------

Select other location.

CENTRAL FRANKLIN COUNTY ▼

[View hourly forecast](#)

Coming Soon!


Video: Data Navigation Tips



- Interactive Charts and Graphs
- Road Temperature Forecasts
- Comprehensive Weather Matrix
- Radar, Satellite and Hydro information
- Web-based access from multiple devices

Account Administrator


*Click Here to
access Admin
Settings*

TEST GROUP - LOREE VOIGT  [LOGOUT](#)

EXPERT ANALYSIS HOURLY RADAR SATELLITE HYDRO

TEST GROUP
6100 Nieman Rd., Suite 200
Suite 200
Shawnee, KS 66203
913-722-3955
www.weatherornot.com
Max Number of Users: 20
Default Number of Logins: 3

USERS

 Add New User
Show entries Search:

-	First	Last	Email	userlevel	user Status	On Hold	HomeFDP	Log	-
---	-------	------	-------	-----------	-------------	---------	---------	-----	---

*Click Here to
add New User*

EDIT USER

[Return to User List](#)

User Information

First Name:

Last Name:

Phone 816-555-1212:

Email:

User Status:

User Level:

On Hold:

Region:

Default Forecast Location:

Save

Save

- You must fill out ALL fields when setting up new user
- Setting User Status to ACTIVE triggers welcome e-mail to be sent to user when saved.
- User Level – User or Admin
 - Admin's can add new users
- On Hold – No/Yes (if set to yes e-mails don't go out, use for vacation)
 - Individual users can also adjust "On Hold"
- Region – This is your default location and can't be changed unless your contract allows multiple regions
- Default Forecast Location (choose from several options, depending on your location or job site)

**Please Call
With any Questions
913-722-3955**



City Project No. I-35 South Gravity Sewer Phase II
Parcel Nos. BP74100000 0001, BP74100000 0002, BP74100000 0003

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **WELLSVILLE FARMS, LLC**, a Missouri limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One 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):

A strip of land 20 feet in width, across part of Lot 1, Lot 2 and Lot 3, ROCKWALL ESTATES, a subdivision in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Lot 1, ROCKWALL ESTATES; thence South 88°19'28" West, along the North line of said Lot 1, a distance of 805.04 feet to the Northeast corner of Lot 1, LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT, a subdivision in

said City; thence South 01°48'46" East, along the East line of said Lot 1, LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT, 15.00 feet to the Point of Beginning; thence departing said East line, North 88°18'55" East, 56.96 feet; thence South 62°39'47" East, 400.00 feet; thence South 26°01'52" East, 316.21 feet; thence South 79°48'25" East, 269.52 feet; thence South 02°17'25" East, along a line 10 feet west of and parallel with the West right-of-way line of Waverly Road, as it now exists, 812.14 feet; thence North 87°42'35" East, 10.00 feet to a point on the West right-of-way line of said Waverly Road, and there terminating.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

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 vertical structure on the above described easement area or interfere with the construction, maintenance, or operation of sanitary sewer lines and appurtenances constructed pursuant to this instrument. Should the Grantor construct or permit to be constructed a paved surface, or any other improvement of any kind, on or in the above described easement area, the Grantor shall be responsible for any and all costs involved in the removal and restoration of said improvement should Grantee or its assignee need to access sanitary sewer lines and appurtenances in the easement area.

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 Permanent Sanitary Sewer Easement, together with the other provisions of this grant, shall constitute a covenant running with the land and 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:

WELLSVILLE FARMS, LLC,

A Missouri limited liability company

By: LPKC Industrial Holdings, LLC, a Missouri
limited liability company, its Member

By: NPD Management, LLC, a Missouri limited
liability company, its Manager

By: 
Nathaniel Hagedorn, Manager

Street Address: 4825 NW 41st Street, Suite 500

City, State, & Zip: Riverside, MO 64150

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Rachel James, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Missouri)
COUNTY OF Platte) ss:

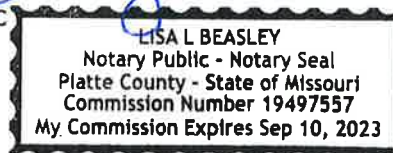
BE IT REMEMBERED, That on this 31st day of December 2019,
before me, the undersigned, a Notary Public in and for the County and State aforesaid,
came Nathaniel Hagedorn, the Manager of NPD Management, LLC, a Missouri limited
liability company, the Manager of LPKC Industrial Holdings, LLC, a Missouri limited liability
company, the Member of WELLSVILLE FARMS, LLC, a Missouri limited liability company,
who is personally known to me to be the same person who executed as such officer/
member the foregoing instrument of writing on behalf of said entity and said person
duly acknowledged the execution of the same to be the act and deed of said entity.

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

My Commission Expires:

9-10-23


Notary Public



ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF JOHNSON) ss:

BE IT REMEMBERED, That on this _____ day of _____, 2019,
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 **RACHEL
JAMES**, City Clerk of said City, who are personally known to me to be the same persons
who executed, as such officers, the within instrument on behalf of said City, and such
persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

City Project No. I-35 South Gravity Sewer Phase II
Parcel No. BP74100000 0001

UTILITY ACCESS EASEMENT

THIS AGREEMENT, made and entered into this 31st day of December, 2019, by and between **WELLSVILLE FARMS, LLC**, a Missouri limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

**SECTION ONE
GRANT OF UTILITY ACCESS 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 access easement for utilities 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):

A strip of land 30 feet in width, across part of Lot 1, ROCKWALL ESTATES, a subdivision in the City of Edgerton, Johnson County, Kansas, lying 15 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Lot 1, ROCKWALL ESTATES; thence South 02°17'25" East, along the East line of said Lot 1, a distance of 26.25 feet to the Point of

Beginning; thence departing said East line, South 86°14'44" West, 358.33 feet; thence southwesterly, along a curve to the left having a radius of 200.00 feet and a central angle of 20°55'52", for an arc length of 73.06 feet to a point of reverse curvature; thence westerly, along a curve to the right having a radius of 125.00 feet and a central angle of 27°58'35", for an arc length of 61.04 feet; thence North 86°42'32" West, 317.72 feet to a point on the East line of Lot 1, LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT, a subdivision in said City, and there terminating.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

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 utilities and appurtenances constructed pursuant to this instrument.

Grantee shall have the right of ingress and egress upon the above described Easement for the purpose of maintaining, repairing, or replacing said utilities and otherwise make all uses of said Easement and do all things necessary or proper for the use of said Easement.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

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 access easement agreement, together with the other provisions of this grant, shall constitute a covenant running with the land and 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:

WELLSVILLE FARMS, LLC,
a Missouri limited liability company

By: NPD Management, LLC, a Missouri limited
liability company, its Manager

By: _____ Nathaniel
Hagedorn, Manager

Street Address: 4825 NW 41st Street, Suite 500
City, State, & Zip: Riverside, MO 64150

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Rachel James, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF Platte)

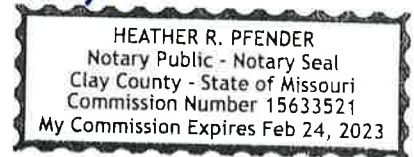
BE IT REMEMBERED, That on this 31st day of December 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn (Name), Manager (Title) of NPD Management, LLC, the Manager of WELLSVILLE FARMS, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Heather R. Pfender
Notary Public

My Expires:

2-24-23



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2019, 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 **RACHEL JAMES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

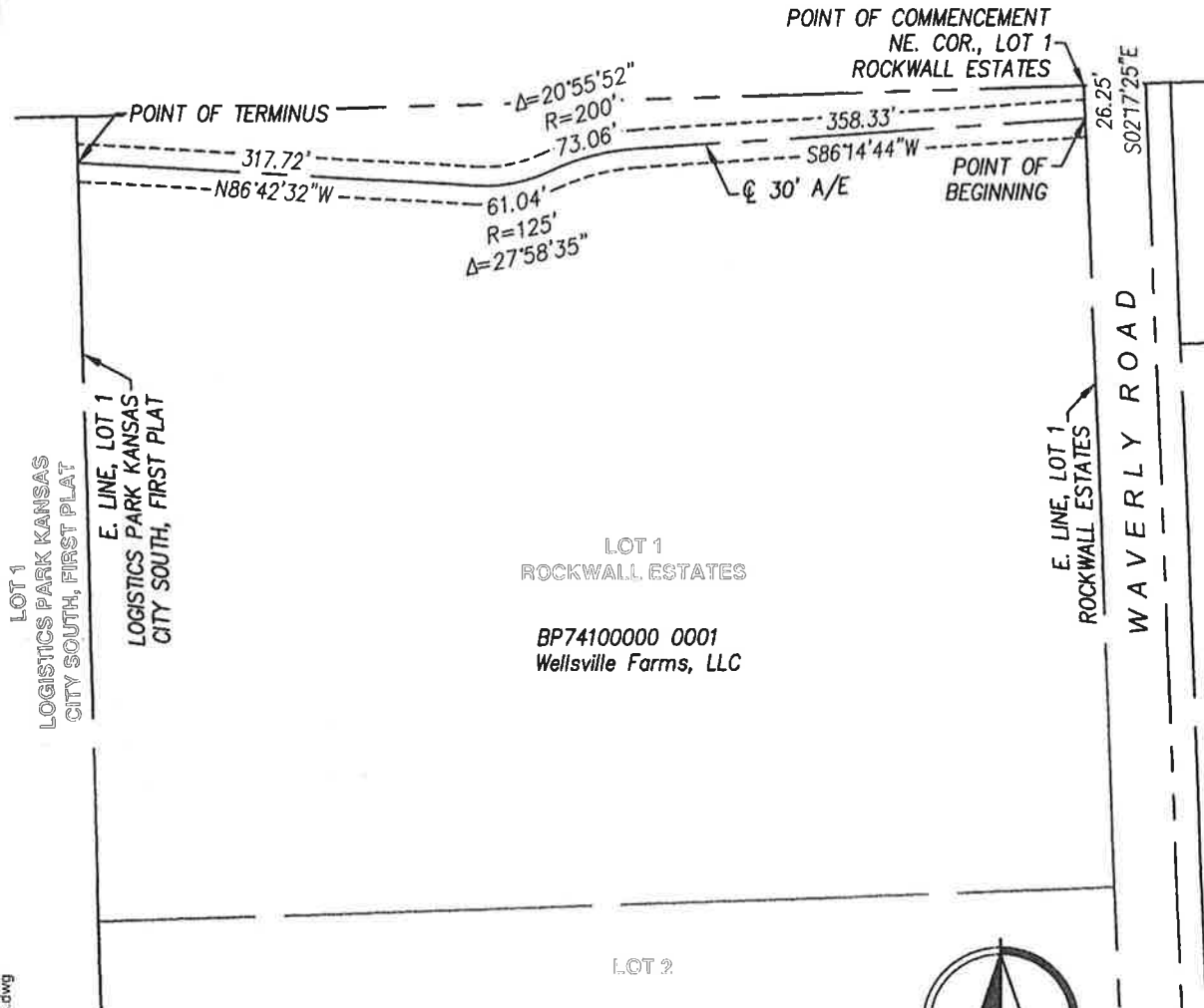
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

Access Easement

Exhibit A



NOT TO SCALE

Basis of Bearings:
Kansas State Plane
North Zone, NAD83

LEGEND:

A/E ACCESS EASEMENT



132 Abbie Avenue
Kansas City, Kansas 66103

913.317.9500
www.riic-consult.com

City Council Action Item

Council Meeting Date: January 9, 2020

Department: Public Works

Agenda Item: Consider Resolution No. 01-09-20A Pursuant To K.S.A. 26-201 Setting Forth The Necessity For Condemnation Of Private Property And Authorizing Preparation Of A Survey And Legal Descriptions Of The Property To Be Condemned

Background/Description of Item:

At the January 11, 2018 City Council Meeting, the Council approved the Preliminary Design Agreement with HDR for design services for the 207th Street Grade Separation Project. In November 2018, the Council approved the design of the "Off-Alignment" bridge presented by HDR and chose to forego the acceptance of federal funding in order to free up time for staff and decrease the cost of federal prevailing wage requirements. On February 14, 2019, Edgerton City Council approved Amendment #1 with HDR for the Final Design of the Project.

The Project requires acquisition of rights-of-way and easements from several property owners near the 207th Street and Co-op Road intersection. Requests to grant rights-of-way and easements were mailed to property owners in September with a request to have signed easements or rights-of-way returned by end of October. Staff has met with or spoken to several of those property owners. Staff continues to negotiate easements with property owners. However, for those property owners who do not, staff anticipates the need to exercise the use of condemnation for acquiring the remaining easements. City Attorney has reviewed the enclosed draft resolution as the first step in the condemnation process confirming the necessity for condemnation and authorizing the preparation of survey and legal descriptions. Passing that resolution does not prohibit the City from continuing to negotiate and/or acquire the easements.

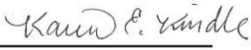
The 207th Street Grade Separation Project (design, construction, inspection, utility relocations, right-of-way acquisition, etc) is funded entirely from the Public Infrastructure Fund as part of the City's agreements with BNSF Railway and Edgerton Land Holding Company for Logistics Park Kansas City (LPKC). No city general fund dollars will be used for this project.

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

Funding Source: LPKC Phase I Public Infrastructure Fund

Budget Allocated: \$15,000,000

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve Resolution No. 01-09-20A Pursuant To K.S.A. 26-201 Setting Forth The Necessity For Condemnation Of Private Property And Authorizing Preparation Of A Survey And Legal Descriptions Of The Property To Be Condemned

Enclosed: Draft Resolution No. 01-09-20A

Prepared by: Beth Linn, City Administrator

RESOLUTION NO. 01-09-20A

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

WHEREAS, K.S.A. 26-201 authorizes a City to acquire by condemnation any interest in real property when it is deemed necessary, for use by the City, by the governing body of the City; and

WHEREAS, the City is constructing the 207th Grade Separation Project and associated improvements (hereinafter "Project") within the City and Johnson County, Kansas and the proposed location of said Project is generally located near the intersection of 207th Street and Co-op Road; and

WHEREAS, in order to complete the Project, the City needs to obtain rights-of-way, permanent easements and temporary construction easements, across property along 207th Street and Co-op Road within the City and Johnson County, Kansas; and

WHEREAS, the City has attempted, and will continue to attempt, to negotiate with the private landowners for the rights-of-way and easements needed for the Project but to date such negotiations have been unsuccessful.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Edgerton, Kansas:

SECTION 1: That pursuant to K.S.A. 26-201, the City declares that the easements are necessary for the Project.

SECTION 2: The locations of the temporary and permanent easements needed are generally located near the intersection of 207th Street and Co-op Road within the City of Edgerton, Johnson County, Kansas, and Johnson County, Kansas are more specifically described below.

Parcel No. 4F221518-1012 (37305 W 207TH ST)

Right-of-Way Description

All that part of the Northwest Quarter of Section 18, Township 15 South, Range 22 East, in Johnson County Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 18, Township 15 South, Range 22 East, in Johnson County; thence North 87°40'21" East along the north line of said Northwest Quarter a distance of 831.50 feet; thence South 01°52'35" East along a line parallel to the west line of said Northwest Quarter a distance of 20.00 feet to the Point of beginning; thence continuing South 01°52'35" East along a line parallel to the west line of said Northwest Quarter a distance of 5.27 feet; thence southwesterly, along a non-tangent curve to the right having a radius of 545.00 feet a chord bearing of South 82°15'00" West, and a chord length of 103.01 feet for a distance of 103.16 feet; thence South 87°40'21" West parallel to the north line of said Northwest Quarter a distance of 50.00 feet; thence North 02°19'39" West a distance of 15.00 feet to a point on the existing south R/W line of 207th Street; thence North 87°40'21" East along said existing R/W line a distance of 152.59 feet to the Point of Beginning, containing 1,957 square feet, or 0.045 acres, more or less.

Permanent Utility Easement Description

All that part of the Northwest Quarter of Section 18, Township 15 South, Range 22 East, in Johnson County Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 18, Township 15 South, Range 22 East, in Johnson County; thence North 87°40'21" East along the north line of said Northwest Quarter a distance of 831.50 feet; thence South 01°52'35" East along a line parallel to the west line of said Northwest Quarter a distance of 25.27 feet to the Point of beginning; thence continuing South 01°52'35" East along a line parallel to the west line of said Northwest Quarter a distance of 5.10 feet; thence southwesterly, along a non-tangent curve to the right having a radius of 550.00 feet a chord bearing of South 82°18'07" West, and a chord length of 102.96 feet for a distance of 103.11 feet; thence South 87°40'21" West parallel to the north line of said Northwest Quarter a distance of 50.00 feet; thence North 02°19'39" West a distance of 5.00 feet to a point on the proposed R/W line; thence North 87°40'21" East parallel to the north line of said Northwest Quarter a distance of 50.00 feet; thence northeasterly, along a non-tangent curve to the left having a radius of 545.00 feet a chord bearing of North 82°15'00" East, and a chord length of 103.01 feet for a distance of 103.16 feet to the Point of Beginning, containing 766 square feet, or 0.018 acres, more or less.

Parcel No. BF221518-3001 (20920 SUNFLOWER RD)

Right-of-Way Description

All that part of the Northeast Quarter of Section 18, Township 15 South, Range 22 East, in Johnson County Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 18, Township 15 South, Range 22 East, in Johnson County; thence South 02°37'28" East along the west line of said Northeast Quarter a distance of 40.00 feet to a point on the existing south R/W line of 207th Street; thence North 88°01'16" East along said R/W line a distance of 250.87 feet to the Point of beginning; thence southeasterly, along a non-tangent curve to the left having a radius of 1,047.00 feet a chord bearing of South 88°39'52" East, and a chord length of 121.07 feet for a distance of 121.14 feet; thence North 01°58'44" West a distance of 7.00 feet to a point on said existing south R/W line of 207th Street; thence South 88°01'16" West along said existing R/W line a distance of 120.87 feet to the Point of Beginning, containing 564 square feet, or 0.013 acres, more or less.

Temporary Construction Easement Description

All that part of the Northeast Quarter of Section 18, Township 15 South, Range 22 East, in Johnson County Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 18, Township 15 South, Range 22 East, in Johnson County; thence South 02°37'28" East along the west line of said Northeast Quarter a distance of 40.00 feet to a point on the existing south R/W line of 207th Street; thence North 88°01'16" East along the said R/W line a distance of 250.87 feet to the Point of beginning; thence southeasterly, along a non-tangent curve to the left having a radius of 1,047.00 feet a chord bearing of South 88°39'52" East, and a chord length of 121.07 feet for a distance of 121.14 feet; thence North 01°58'44" West a distance of 7.00 feet to a point on said existing south R/W line of 207th Street; thence North 88°01'16" East along said existing R/W line a distance of 100.00 feet; thence South 75°36'49" West a distance of 102.39 feet; thence northwesterly, along a non-tangent curve to the right having a radius of 1,062.00 feet a chord bearing of North 86°08'16" West, and a chord length of 216.17 feet for a distance of 216.54 feet to a point on said existing south R/W line of 207th Street; thence North 88°01'16" East along said existing R/W line a distance of 94.18 feet to the Point of Beginning, containing 3,696 square feet, or 0.085 acres, more or less.

Parcel No. 4F221507-4001

Right-of-Way Description

All that part of the Southeast Quarter of Section 7, Township 15 South, Range 22 East, in Johnson County Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of Section 7, Township 15 South, Range 22 East, in Johnson County; thence North 01°46'40" West along the west line of said Southeast Quarter a distance of 40.00 feet to the Point of beginning; thence North 01°46'40" West along the west line of said Southeast Quarter a distance of 82.50 feet; thence southeasterly, along a non-tangent curve to the left having a radius of 953.00 feet a chord bearing of South 80°29'56" East, and a chord length of 379.34 feet for a distance of 381.89 feet; thence South 01°58'44" East a distance of 7.00 feet to a point on said existing north R/W line of 207th Street; thence South 88°01'16" West along said existing R/W line a distance of 372.04 feet to the Point of Beginning, containing 11,816 square feet, or 0.271 acres, more or less.

Temporary Construction Easement Description

All that part of the Southeast Quarter of Section 7, Township 15 South, Range 22 East, in Johnson County Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of Section 7, Township 15 South, Range 22 East, in Johnson County; thence North 01°46'40" West along the west line of said Southeast Quarter a distance of 122.50 feet to the Point of beginning; thence southeasterly, on the proposed R/W line, along a non-tangent curve to the left having a radius of 953.00 feet a chord bearing of South 80°29'56" East, and a chord length of 379.34 feet for a distance of 381.89 feet; thence South 01°58'44" East a distance of 7.00 feet to a point on the existing north R/W line of 207th Street; thence North 88°01'16" East along said existing R/W line a distance of 100.00 feet; thence North 79°34'18" West a distance of 102.39 feet; thence northwesterly, along a non-tangent curve to the right having a radius of 938.00 feet a chord bearing of North 80°18'24" West, and a chord length of 379.55 feet for a distance of 382.18 feet to a point on the west line of said southeast quarter; thence South 01°46'40" East, along said west line, a distance of 16.29 feet to the Point of Beginning, containing 6,831 square feet, or 0.157 acres, more or less.

4F221507-2004

All of the South 696.00 feet of the Southeast 1/4 of the Southwest 1/4 of Section 7, Township 15, Range 22, lying West of the Railroad right-of-way, in Johnson County, Kansas, subject to the rights of the public in roads. Subject to easements, restrictions and reservations of record, if any.

Containing 347,109.71 square feet, or 7.969 acres, more or less, exclusive of existing road rights-of-way.

410 W BRAUN ST (Parcel Nos. BF221507-2009, BF221507-2016)

All that part of the Southwest Quarter of Section 7, Township 15, Range 22, Johnson County described as follows: Commencing at the Southwest corner of said Southwest Quarter; thence East along the South line of said Southwest Quarter, 932.5 feet to the point of beginning, thence continuing East along said South line, 330.74 feet; thence North and Parallel to the West line of said Southwest Quarter, 233.5 feet; thence West and Parallel to the South line of said Southwest Quarter, 330.74 feet; thence South and parallel to the West line of Southwest Quarter, 233.5 feet to the point of beginning, except that part in road.

410 W BRAUN ST (Parcel Nos. BF221507-2010, BF221507-2016)

All that part of the Southwest Quarter of Section 7, Township 15, Range 22, Johnson County, Kansas described as follows: Commencing at the Southwest corner of said Southwest Quarter, thence East along the South line of said Southwest Quarter, 932.5 feet; thence North, parallel to the West line of said Southwest Quarter, 233.5 feet to the point of beginning, thence continuing North parallel to said West line, 557.5 feet, thence East parallel to the South line of said Southwest Quarter, 330.74 feet; thence South, parallel to the West line of said Southwest Quarter 557.5 feet, thence West parallel to the South line of said Southwest Quarter, 330.74 feet to the point of beginning.

410 W BRAUN ST (Parcel Nos. BF221507-2013, BF221507-2016)

All of the East 336.49 feet of the North 531.27 feet of the southwest Quarter of the Southwest Quarter of Section 7, Township 15, Range 22, Johnson County, Kansas.

510 W BRAUN ST (Parcel Nos. BF221507-2008, BF221507-2016)

Right-of-Way Description

All that part of the Southwest Quarter of Section 7, Township 15 South, Range 22 East, in Johnson County Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 7, Township 15 South, Range 22 East, in Johnson County; thence North 87°40'21" East along the south line of said Southwest Quarter a distance of 932.50 feet; thence North 01°36'00" West along a line parallel to the west line of said Southwest Quarter a distance of 20.00 feet to the Point of beginning; thence continuing North 01°36'00" West along a line parallel to the west line of said Southwest Quarter a distance of 61.41 feet; thence southwesterly, along a non-tangent curve to the right having a radius of 475.00 feet a chord bearing of South 74°54'13" West, and a chord length of 209.97 feet for a distance of 211.72 feet; thence South 87°40'21" West parallel to the south line of said Southwest Quarter a distance of 50.00 feet; thence South 02°19'39" East a distance of 15.00 feet to a point on the existing north R/W line of 207th Street; thence North 87°40'21" East along said existing R/W line a distance of 254.00 feet to the Point of Beginning, containing 6,901 square feet, or 0.158 acres, more or less.

Permanent Drainage Easement Description

All that part of the Southwest Quarter of Section 7, Township 15 South, Range 22 East, in Johnson County Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 7, Township 15 South, Range 22 East, in Johnson County; thence North 87°40'21" East along the south line of said Southwest Quarter a distance of 932.50 feet; thence North 01°36'00" West along a line parallel to the west line of said Southwest Quarter a distance of 81.41 feet to a point on the proposed right of way line; thence southwesterly, along a non-tangent curve to the right having a radius of 475.00 feet a chord bearing of South 69°01'58" West, and a chord length of 114.11 feet for a distance of 114.38 feet; to the Point of beginning; thence North 14°04'07" West a distance of 5.00 feet; thence South 76°50'31" West a distance of 14.94 feet; thence South 12°14'51" East a distance of 5.00 feet; thence northeasterly, along a non-tangent curve to the left having a radius of 475.00 feet a chord bearing of North 76°50'31" East, and a chord length of 15.10 feet for a distance of 15.10 feet to the Point of Beginning, containing 76 square feet, or 0.002 acres, more or less.

Temporary Construction Easement Description

All that part of the Southwest Quarter of Section 7, Township 15 South, Range 22 East, in Johnson County Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 7, Township 15 South, Range 22 East, in Johnson County; thence North 87°40'21" East along the south line of said Southwest Quarter a distance of 932.50 feet; thence North 01°36'00" West along a line parallel to the west line of said Southwest Quarter a distance of 81.41 feet to the Point of beginning; thence continuing North 01°36'00" West along a line parallel to the west line of said Southwest Quarter a distance of 25.06 feet; thence South 48°14'53" West a distance of 62.07 feet; thence South 72°02'06" West a distance of 63.88 feet; thence South 14°04'07" East a distance of 5.00 feet; thence southwesterly, along a non-tangent curve to the right having a radius of 475.00 feet a chord bearing of South 76°50'31" West, and a chord length of 15.10 feet for a distance of 15.10 feet; thence North 12°14'51" West a distance of 5.00 feet; thence South 82°42'45" West a distance of 81.27 feet; thence South 02°19'39" East a distance of 5.00 feet to a point on the proposed R/W line; thence following the proposed R/W line along a non-tangent curve to the left having a radius of 475.00 feet a chord bearing of North 74°54'13" East, and a chord length of 209.97 feet for a distance of 211.72 feet to the Point of Beginning, containing 1,612 square feet, or 0.037 acres, more or less.

SECTION 3: City Staff is authorized to have a survey conducted and a description of the land and easements to be condemned to be prepared by a competent engineer. Both the survey and the description of the property to be condemned shall be filed with the City Clerk upon their completion.

SECTION 4: The City Clerk is hereby directed to publish this Resolution once in the City's official newspaper.

SECTION 5: This Resolution shall be effective upon its approval and adoption.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 9th DAY OF JANUARY, 2020.

DONALD ROBERTS, MAYOR

ATTEST:

RACHEL A. JAMES, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY

**Notice of 2020 Annual Meeting of Membership
Kansas Rural Water Association
Designation of Voting Delegate**

Notice is hereby given that the 53rd annual meeting of the membership of the Kansas Rural Water Association will be held on Thursday, **March 26, 2020** beginning at **8:00 a.m. in Conference Room 209A at Century II Convention Center, Wichita, KS.** Active members (public and private water systems, current on dues) may appoint a voting delegate to the meeting of membership. The dates of the annual conference are March 24 - 26. The program with conference registration forms will be in postal mail in early January and also posted online at www.krwa.net under the "training" or "conference" link. This notice is addressed to the person named as "key contact" by each member system. Additionally, a copy is also mailed to the Mayor or RWD Board Chairman of each active member of the Association.

Please complete the form below and return it to KRWA to certify the appointment of your delegate and alternate. This form must be returned to KRWA by March 16 to ensure accurate recording of the voting delegates for the meeting of membership.

Agenda

Reading and approval of minutes
Report of officers
Audit Report
Report of Nominating Committee, election of directors
Manager's report
Unfinished business
New business
Adjournment

detach and return to KRWA, PO Box 226, Seneca, KS 66538 by March 16

Please print or type --

Name of System: _____ County: _____

Name of Delegate: _____

Address: _____ City: _____ Zip: _____

Name of Alternate Delegate: _____

Address: _____ City: _____ Zip: _____

Attest by Signature:

Chairman or Mayor: _____ Clerk, Secretary: _____

BUDGET CALENDAR

2021 Budget

DATE	RESPONSIBLE PARTY	TASK
February 1	Finance Director	Turn on CIC Budget Preparation module for 2021 Budget
April 23	City Administrator, Fin. Director	Presentation of 2019 Audit Budget Work Session following City Council Meeting: Strategic Planning Session
February 1 – May 22	City Administrator, Staff	Develop Department Budgets; Vehicle & Equipment Budget Development
May 14	City Administrator, City Council	Budget Work Session following City Council Meeting: Revenue Forecast and Review 2020-2024 Adopted CIP
May 28	City Administrator, City Council	Presentations by EEI, Chamber of Commerce and other organizations Budget Work Session following City Council Meeting: Present Recommended Utility Funds Budgets
June 11	City Administrator, City Council	Budget Work Session following City Council Meeting: Present Recommended Other Funds Budgets
June 25	City Administrator, Staff, City Council	Budget Work Session following City Council Meeting: Review Vehicle and Equipment Replacement
July 9	City Administrator, City Council	Budget Work Session following City Council Meeting: Present Recommended General Fund Budget
May 28 – July 23	City Administrator, Fin. Director	Finalize Budget to Prepare Hearing Notice
July 24	City Clerk	Send Public Hearing Notice to Gardner News for publication on Wednesday, July 29, 2020.
August 13	City Administrator, City Council	City Council Meeting: Conduct Formal Budget Hearing and Adopt Budget
August 25	City Clerk, Finance Director	Certify Budget to County Clerk

2022 Budget

DATE	RESPONSIBLE PARTY	TASK
October 8	City Administrator, City Council	Budget Work Session following City Council Meeting: 2021-2025 CIP Discussion
October 22	City Administrator, City Council	Adopt the 2021-2025 CIP