

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
February 28, 2019
7:00 P.M.**

Call to Order

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

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

4. Approve Minutes for February 14, 2019 Regular City Council Meeting

Regular Agenda

5. **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.
6. **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

7. **CONSIDER RENEWAL OF CORPORATE INSURANCE POLICY FOR APRIL 1, 2019 – MARCH 31, 2020**

Motion: _____ Second: _____ Vote: _____

8. **CONSIDER SELECTION OF GARDNER DISPOSAL AS THE PROVIDER FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

Motion: _____ Second: _____ Vote: _____

9. **Report By The City Administrator**

10. **Report by the Mayor**

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

- March 5th: Planning Commission Work Session – 7PM
- March 12th: Planning Commission – 7PM
- March 14th: City Council Meeting – 7PM
- March 20th: Senior Lunch – Noon
- March 28th: City Council Meeting – 7PM

- April 4th: Edgerton City Hall Open House – 6PM

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

City of Edgerton, Kansas
Minutes of City Council Regular Session
February 14, 2019

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on February 14, 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
	Assistant City Administrator Scott Peterson
	City Clerk Rachel James
	City Attorney Lee Hendricks
	Development Services Director Katy Crow
	Finance Director Karen Kindle
	Public Works Director Dan Merkh
	Public Works Superintendent Trey Whitaker

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Approve Minutes for January 24, 2019 Regular City Council Meeting
5. Consider Cooperative Purchasing Agreement for Verizon Cellular Services
6. Consider Change Order #4 for 4th and Nelson

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

Motion was approved, 5-0.

REGULAR AGENDA

7. **Public Comments.** None.
8. **Declaration.** None.

BUSINESS REQUIRING ACTION

9. CONSIDER RESOLUTION NO. 02-14-19A ESTABLISHING FEES, AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS.

Beth Linn, City Administrator, introduced the findings of the Raftelis wholesale wastewater rate study which was decided upon at the Big Bull Wastewater Treatment Plant Task Force. Raftelis recommends increasing the wholesale wastewater rate from \$3.29 per 1,000 gallons to \$3.36 per 1,000 gallons, an increase of 2%. Staff recommends that the Governing Body increase the wholesale wastewater rate as recommended in the rate study effective with the April 1, 2019 bill.

Councilmember Longanecker asked if the increase to the rate would be annual. Mayor Roberts responded that this increase was the result of the Council directed study and only will be impactful for the April 2019 increase.

Motion by Longanecker, Second by Brown to approve Resolution No. 02-14-19A.

Motion was approved, 5-0.

10. CONSIDER ORDINANCE NO. 2002 AMENDING CHAPTER 7, ARTICLE 3, SECTION 7-303 REGARDING APPLICATION DEADLINE FOR RETAIL SALES OF FIREWORKS IN THE CITY OF EDGERTON, KANSAS.

Scott Peterson, Assistant City Administrator, introduced Ordinance No. 2002 which moves the deadline date for retail sales of fireworks applications to the City to April 1 of each year, instead of the previous deadline date of the last Friday in November. In addition to changing the date, there were two (2) other minor updates: First, a bond or cashier's check of \$1,000 payable to the City will be required to ensure compliance with cleanup requirements. This check is collateral and will not be deposited unless cleanup does not occur. This is an update from the previous code which stated the fee could be a bond or personal check. Secondly, the prohibition of bottle rockets within City Limits has been added to match with state statutes.

There was general discussion amongst the Council about the \$1,000 deposit and form of holding payment – whether bond, cashier's check, or personal check. Councilmember Conus asked if the movement from November to April would impact the fire department, Ms. Linn stated it would not.

Motion by Longanecker, Second by Smith to approve Ordinance No. 2002.

Motion was approved, 5-0.

11. CONSIDER RESOLUTION NO. 02-14-19B APPROVING 401 (a) SUPPLEMENTAL DEFINED CONTRIBUTION PLAN ADMINISTERED BY THE KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM (KPRS)

Scott Peterson, Assistant City Administrator, introduced Resolution No. 02-14-19B which would give final approval for the 401(a) supplemental retirement plan for City Staff. Beth Linn, City Administrator, outlined the investment options available to the group. Mayor

Roberts stated this was a competitive plan and encouraged City Staff to participate. Councilmember Conus echoed this sentiment and stated it was a very good investment.

Motion by Conus, Second by Lewis to approve Resolution No. 02-14-19B.

Motion was approved, 5-0.

12. CONSIDER APPROVAL OF AMENDMENT #1 TO OWNER-ENGINEER AGREEMENT BETWEEN THE CITY OF EDGERTON AND HDR, INC. FOR THE FINAL DESIGN OF THE 207TH STREET SEPARATION PROJECT IN AN AMOUNT NOT TO EXCEED \$741,450.00

Scott Peterson, Assistant City Administrator, introduced Amendment #1 to the 207th Street Grade Separation, Off Alignment Design. The Preliminary Design Agreement was approved by City Council on January 11, 2018 for the amount of \$145,254. The proposed amendment is for the final design of the off-alignment bridge for \$741,450.

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.

Motion by Longanecker, Second by Smith to approve Amendment #1 to Final Design of the 207th Street Grade Separation Project.

Motion was approved, 5-0.

13. Report by the City Administrator

- Smoke Testing Sewer Lines: There will be door hangars and a notify JoCo sent out to notify residents when this will be occurring.
- Storm Clean-up/ Limb Removal: Cleanup is a long process and Staff's plan is to not begin limb removal conversations until April 1st, 2019. The City Brush Pile will be open two (2) Saturdays in March. Resident can call City Hall at (913)893-6231 to set up time for a drop off at the brush pile
- Quarterly Financial Report for Q4 of 2018

14. Report by the Mayor

Council and Mayor Roberts wanted to take time to thank City Staff for the job the crews have done, diligently cleaning the streets during the multiple winter storm events. Councilmember Smith added her thanks and stated that many compliments have been posted on Facebook. Additionally, Mayor Roberts thanked Councilmember Smith for attending Chamber Coffee.

15. Future Meeting/Event Reminders:

- February 18th: Presidents' Day – City Offices Closed

- February 20th: Noon – Senior Lunch
- February 21st: 6PM – State of the City
- February 28th: 7PM – City Council Meeting
- March 5th: 7PM – Planning Commission Work Session
- March 12th: 7PM – Planning Commission

16. 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

Motion by Longanecker, Second by Smith to recess into an executive session pursuant to K.S.A. 75-4319(b)(2) for contract negotiations and to include City Attorney and City Administrator for thirty (30) minutes was considered.

Motion was approved 5-0.

Meeting recessed at 8:27 pm. Meeting reconvened at 8:57 pm.

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

Motion was approved 5-0.

Motion by Longanecker, Second by Smith to recess into an executive session pursuant to K.S.A. 75-4319(b)(2) for contract negotiations and to include City Attorney and City Administrator for fifteen (15) minutes was considered.

Meeting recessed at 8:58 pm. Meeting reconvened at 9:13 pm.

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

Motion was approved 5-0.

Motion by Longanecker, Second by Smith to recess into an executive session pursuant to K.S.A. 75-4319(b)(2) for contract negotiations and to include City Attorney and City Administrator for fifteen (15) minutes was considered.

Meeting recessed at 9:14 pm. Meeting reconvened at 9:29 pm.

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

Motion was approved 5-0.

17. Adjourn

Motion by Brown, Second by Lewis to adjourn.

Motion was approved 5-0. The meeting adjourned at 9:30 pm.

City Council Action Item

Council Meeting Date: February 28, 2019

Department: Administration

Agenda Item: Consider Renewal of Corporate Insurance Policy for April 1, 2019 – March 31, 2020

Background/Description of Item:

Annually, the City of Edgerton considers the renewal of its corporate insurance policy. The corporate insurance policy includes several coverages, such as Property, Crime (for employee theft and securities), Inland Marine (contractor's equipment), General Liability, Public Officials Errors and Omissions, Employment Practices, Business Automobile and Pollution Liability (treatment plan coverage).

At renewal time in 2018, Mr. O'Brien from The Reilly Group worked with the City to bid the insurance coverage since it had been a couple of years and because of the flood. In the end, the City stayed with OneBeacon. Mr. O'Brien has worked with the City's current carriers to obtain renewal rates. Attached is a summary of coverages and premiums from 2017, 2018 and the proposed premiums for the 2019 renewal.

Some of the increase in cost over the previous renewal cost (\$85,867) is due to updating replacement values (contents at Studio B) or adding equipment. The rest is due to a small increase in rates.

The amount budgeted for 2019 for corporate insurance coverage is sufficient to cover the \$92,539 premium cost.

Related Ordinance(s) or Statue(s):

Funding Source: Funding for property insurance premiums is provided for in the General Fund (Administration and Parks), Water Fund (Administration) and the Sewer Fund (Treatment Plant, Lift Stations and Administration).

Budget Allocated: \$96,885

Finance Director Approval:

X Karen E. Kindle

Karen Kindle, Finance Director

Recommendation: Approve the Purchase corporate insurance policy from One Beacon, purchase pollution liability policy from Crum and Forster and purchase cyber liability coverage from Hiscox for the period of April 1, 2019 – March 31, 2020.

Enclosed:

- (1) Insurance Summary & Comparison provided by Kevin O'Brien of The Reilly Company
- (2) Various City Property Lists

Prepared by: Rachel James, City Clerk

City of Edgerton, Kansas
Insurance Program Comparison Summary-2019

<u>Item of Coverage</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Property	One Beacon	One Beacon	One Beacon
Blanket Building & Personal Property Values - RC	\$ 13,563,500	\$ 16,794,245	\$ 16,809,245
Specific Building Values - ACV	\$ 844,000	\$ 3,101,479	\$ 3,101,479
Flood & Earthquake	None	None	None
Total Property Values Insured	\$ 14,407,500	\$ 19,895,724	\$ 19,910,724
Business Interruption & Extra Expense (72 hour Deductible)	\$ 100,000	\$ 100,000	\$ 100,000
Computer Equipment Coverage	\$ 72,476	\$ 114,000	\$ 162,400
Property Deductible	\$ 1,000	\$ 2,500	\$ 2,500
Wind-Hail Deductible	\$ 10,000	\$ 10,000	\$ 10,000
<i>RC=Replacement Cost / ACV=Depreciated Value</i>			
Crime	One Beacon	One Beacon	One Beacon
Employee Dishonesty (Excluding Treasurer)	\$ 200,000	\$ 200,000	\$ 200,000
Forgery & Alteration	\$ 25,000	\$ 25,000	\$ 25,000
Money & Securities (Inside)	\$ 25,000	\$ 25,000	\$ 25,000
Money & Securities (Outside)	\$ 25,000	\$ 25,000	\$ 25,000
Money Orders and Counterfeit Paper Currency	\$ 25,000	\$ 25,000	\$ 25,000
Computer Fraud	\$ 100,000	\$ 100,000	\$ 100,000
Deductible	\$ 1,000	\$ 2,500	\$ 2,500
Inland Marine	One Beacon	One Beacon	One Beacon
Contractor's Equipment - Unscheduled (ACV) -	\$ 20,000	\$ 20,000	\$ 20,000
Contractor's Equipment - Scheduled (ACV)	\$ 607,674	\$ 636,732	\$ 724,127
Leased/Rented Equipment (ACV)	\$ 25,000	\$ 25,000	\$ 25,000
Flood & Earthquake	Included	Included	Included
Total Equipment Values	\$ 652,674	\$ 681,732	\$ 769,127
Inland Marine Deductible	\$ 1,000	\$ 1,000	\$ 1,000
<i>ACV = Actual Cash Value = Market Value</i>			
General Liability (Occurrence Form)	One Beacon	One Beacon	One Beacon
Limit of General Liability - Each Occurrence	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
KS Tort Cap - where applicable	\$ 500,000	\$ 500,000	\$ 500,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Employee Benefits Legal Liability (EBL)*	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Sexual Abuse & Molestation	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Pesticide & Herbicide Coverage	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Failure to Supply	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
General Liability Deductible per claim	*None	*None	*None
Sewer Backup (resulting from negligence) *	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
* Except \$1,000 ded for Sewer Backup and EBL			
Public Official Errors & Omissions Liability	One Beacon	One Beacon	One Beacon
Limit of Liability - Each Claim	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Public Official Liability Deductible	\$ 2,500	\$ 2,500	\$ 2,500
Cyber/Network Security/Data Breach Coverage	\$ 1,000,000	Excluded	Excluded
Retroactive Date	4/1/2004	4/1/2004	4/1/2004
Number of Employees - Full time / Part time	16 / 6	16 / 5	19 / 4

City of Edgerton, Kansas
Insurance Program Comparison Summary-2019

<u>Item of Coverage</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Employment Practices Liability	One Beacon	One Beacon	One Beacon
Limit of Liability - Each Claim	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Employment Practices Liability Deductible	\$ 2,500	\$ 2,500	\$ 2,500
Defense in Addition or Reduces Coverage Limit	In Addition	In Addition	In Addition
Third Party Coverage - Defense Only or Full Cover	Full Coverage	Full Coverage	Full Coverage
Retroactive Date (None or an older date is better)	4/1/2004	4/1/2004	4/1/2004
Number of Employees - Full time / Part time	16 / 6	16 / 5	19 / 4
Business Automobile	One Beacon	One Beacon	One Beacon
Limit of Liability - Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
Uninsured/Underinsured Motorist	\$1,000,000	\$1,000,000	\$1,000,000
Comprehensive Deductible	\$500	\$500	\$500
Collision Deductible	\$500	\$500	\$500
Valuation of Claim	ACV	ACV	ACV
Number of Vehicles Insured/Trailers	14 / 6	10 / 3	11 / 5
Excess Liability	One Beacon	One Beacon	One Beacon
Limit of General Liability - Each Occurrence	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Annual Aggregate Limit	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Excess Over: General Liability & Auto Liability	YES	YES	YES
Employment Practices Liability	YES	YES	YES
Public Official Liability	YES	YES	YES
One Beacon Premium	\$ 55,792.00	\$ 76,566.00	\$ 83,238.00
Pollution Liability	Crum & Forster	Crum & Forster	Crum & Forster
Limit of General Liability - Each Claim	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Retroactive Date	4/1/2016	4/1/2016	4/1/2016
Deductible	\$ 5,000	\$ 5,000	\$ 5,000
Crum & Forster Pollution Premium	\$ 6,568.00	\$ 5,671.00	\$ 5,671.00
Cyber Liability	One Beacon	Hiscox	Hiscox
Limit of General Liability - Each Claim	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Retroactive Date	N/A	N/A	N/A
Deductible	\$ 2,500	\$ 2,500	\$5,000 /10 Hours
Hiscox Cyber Premium	N/A	\$ 3,630.00	\$ 3,630.00
Total Premium	\$ 69,100.00	\$ 85,867.00	\$ 92,539.00

Notes:

In Summary, the insurance marketplace going into 2019 remains very stable despite the large losses seen in the past 2 years (fires and severe storms) as well as underwriting losses in the auto line due to distracted driving and expensive repairs due to more technology in cars. Rates increased only slightly this year. Increased premiums are due mainly to increased exposures:

- 1) Property values increased slightly by \$15,000 and property rates rose slightly
- 2) Computer Equipment values increased 42% by \$48,400
- 3) Public Works Equipment values increased 14% by \$87,395 and rates rose slightly
- 4) General Liability Expenditures increased 7% by \$105,960
- 5) Public Official Liability exposure of full time employees rose 19% by 3
- 6) Employment Practices Liability exposure of full time employees rose 19% by 3 and rates rose slightly
- 7) Auto exposure increased by 1 truck and 2 new trailers and rates rose slightly

Edgerton Equipment List 4-1-2019

Item #	Year	Manufacturer	Model	Description	Serial #	Amount of Ins.	Dept
1	2015	Henke	HXC2000	V-box salt spreader	19148	23,128	PW
2	2015	Henke	EXP11AK	Snow Plow	19053	11,746	PW
3	2011	Monroe		11 ft snow blade	MP36R11-ISCT	8,205	PW
4	1998	Case Uniloader	1840		JAF0248235	17,800	UT
5	1993	Case Backhoe	580	Super K	JG01788453	31,567	PW
6	1980	FMC		Trailer Mounted Sewer Cleaner	A-238980	3,005	PW
7	2015	Bad Boy	Outlaw	61' Zero Turn Mower	BB0612T74002151006	6,954	UT
8	2015	Cub Cadet	31DH975W710	Snow Blower	16174B10153	3,200	PW
9	2017	Graphtec	FC8600-130	54' Cutting Plotter		13,200	PW
10	2017	HSRA		Squeese Roller		2,300	PW
11	2016	Rotory	SM014	Vehicle Lift	FA7147	13,500	PW
12	2016	Cornwell		Apprentice Tool Set		6,000	PW
13	2017	Boss		8' - 10' EXT Snow Plow with Rubber deflector Kit	401167129 / 40125095	6,960	PW
14	2017	Boss		8' - 10' EXT Snow Plow with Rubber deflector Kit	401240149/401250652	6,960	PW
15	2017	Hustler	HTE934935	Super Z HD 60 RD Mower	17073115	11,172	PK
16	2017	Hustler	HTE934976	Super Z HD 72 RD Mower	17090534	11,377	PK
17	2017	Buyers		Salt Dogg - 8' Electric Stainless Steel Spreader	4780	5,100	PW
18	2017	Kubota	RTVX1100	Utility Vehicle	A5KC2GDBAHG034584	17,280	PK
19	2017	Kubota	V5289	72' Comm'l Plow Blade	21615504	5,278	PK
20	2017	Kubota	SSV75PHFRC	Skid Loader w/ Cab, Pilot Controls, Hydraulic Coupler	JKUS0751K00J23116	46,500	PW
21	2017	Kubota		Skid Steer Tooth Bucket	1031804K		PW
22	2017	Kubota		Skid Steer Smooth Bucket	1011803K		PW
23	2017	Caterpillar	PNG0729	12M3 AWD Motor Grader	CAT0112MHN9B00409	278,000	PW
24	2014	Henke		V-Plow for Cat Motor Grader		25,000	PW
25	2017	ARM		SPX 10 Ft Plow	7796	6,000	PW
26	2017	ARM		Tail Gate Spreader		3,000	PW
27	2017	John Deere		50G Compact Excavator	1FF050GXPGH284368	63,000	PW
28	2017	Western		MVP Plow	17022110090376900	5,700	PW
29	2017			Snow Plow	17022110090376900	8,000	
30	2018	Wright Stander	WSZK61s61E8E-49s	61" Zero Turning Mower	107296EF	9,083	PW
31	2018	Volvo	DD25B	Roller	VCE0D25BF0H661034	35,490	PW
32	2016	John Deere		Smooth Bucket	X2010041649	1,100	PW
33	2018	Mahindra	2555HTS Cab	Tractor Product #25554CHIL	55HCK00859	34,000	PW
34	2018	Mahindra	2555	Loader	55CL K00383		PW
35	2018	Mahindra		Aerator	K13361-1	3,350	PW
36	2018	KOD	KBSHD6	Heavy Duty 6' Box Blade	245749	1,172	PW

Scheduled Equip Total

724,127

Edgerton Property List 4-1-2019

Item	Address	Bldg Value	Pers Prop Value
Community Center/City Hall	404 E. Nelson St	\$1,920,000	\$30,000
Water Tanks & Telemetry Equipment	818 W 8th St	\$500,000	\$0
Water Tanks & Telemetry Equipment	Manor Park-1st St at E. Martin St.	\$400,000	\$0
Manor Park Siren	Manor Park-1st St at E. Martin St.	\$26,000	\$0
Manor Park Shelter	Manor Park-1st St at E. Martin St.	\$28,520	\$0
Manor Park Playground Equipment	Manor Park-1st St at E. Martin St.	\$43,170	\$0
Rubber Mulch at this location	1st St at E. Martin St.	\$20,989	\$0
Public Works Building	710 E. Nelson St	\$450,000	\$25,000
Sludge Belt Press / Storage Facility	710 E. Nelson St	\$100,000	\$215,000
Fence	710 E. Nelson St	\$280,000	\$0
Barn	710 E. Nelson St	\$75,000	\$0
Salt Storage Barn (Quonset Hut)	710 E. Nelson St	\$22,000	\$0
Edgerton Wastewater Lift Station	710 E. Nelson St	\$733,000	\$0
EWWS Fence	710 E. Nelson St	\$34,000	\$0
Old Police Station Storage Bldg	309 E. Nelson St	\$70,000	\$0
Edgerton Lake Park Shelter House #1	600 E. 6th St	\$10,000	\$0
Edgerton Lake Park Shelter House #2	600 E. 6th St	\$18,000	\$0
Edgerton Lake Park Shelter House #3	600 E. 6th St	\$10,000	\$0
Tables (4)	600 E. 6th St	\$6,000	\$0
Trash Receptacles (3)	600 E. 6th St	\$3,000	\$0
Sherrif's Dept Maintenance Building	307 E. Nelson St	\$35,000	\$20,000
Concessions Building	Martin Creek Park	\$70,000	\$5,000
Poles/Lights (field 1)	Martin Creek Park	\$150,000	\$0
Poles/Lights (field 2)	Martin Creek Park	\$150,000	\$0
Poles/Lights (field 3)	Martin Creek Park	\$150,000	\$0
Playground Equipment	Martin Creek Park	\$150,000	\$0
Shelter	Martin Creek Park	\$45,000	\$0
Fence & Backstop (fields #1 & #2)	Martin Creek Park	\$80,000	\$0
Basketball Goals	Martin Creek Park	\$5,000	\$0
Tennis Court (net, posts, fence, lights)	Martin Creek Park	\$115,000	\$0
F&F - Bleachers (6), Trash Receptacle (5), Tables (7), Park Bench	Martin Creek Park	\$28,000	\$0
Soccer Goals & Nets	Martin Creek Park	\$8,000	\$0
Sewer Lift Station	W. 7th & W. 8th St	\$50,000	\$0
Library	319 E. Nelson St	\$750,000	\$0
Water Tower	20325 County Line Rd	\$600,000	\$0
Booster Pump Station	200 Road	\$135,000	\$0
Historical Museum	406 E. Nelson St	\$110,000	\$0
Skate Park	Glendell Acres Park, 310 W. Edgewood Dr	\$25,000	\$0
Mulch & Plastic Perimeter	Glendell Acres Park, 310 W. Edgewood Dr	\$25,000	\$0
Playground Equipment	Glendell Acres Park, 310 W. Edgewood Dr	\$21,000	\$0
Park Bench & Waste Receptacle	Glendell Acres Park, 310 W. Edgewood Dr	\$2,000	\$0
Homestead Lift Station	32377 W. 191st St	\$265,000	\$0
IMF Lift Station	32882 W. 191st St	\$370,000	\$0
IMF Lift Station Siren	32882 W. 191st St	\$26,000	\$0
Big Bull Creek WWTP	20600 Homestead Lane	\$5,761,745	\$0
Big Bull Creek WWTP-Solids Bldg	20600 Homestead Lane	\$1,500,000	\$0
Big Bull Creek WWTP-Admin Bldg	20600 Homestead Lane	\$855,000	\$25,000
Big Bull Creek WWTP-Headworks Bldg	20600 Homestead Lane	\$530,000	\$0
Big Bull Creek WWTP - Fence / Gate	20600 Homestead Lane	\$53,000	\$0
Big Bull Creek WWTP - Yard Piping & Accessories	20600 Homestead Lane	\$240,000	\$0
Big Bull Creek WWTP - Generator	20600 Homestead Lane	\$337,000	\$0
Single Family Dwelling (overflow city offices)	305 E Nelson St	\$110,000	\$10,000
Pole/Siren	1100 W. Braun	\$26,000	\$0
Water Control Vault w/Telemetry Equipment	100 W. 8th St	\$4,500	\$0
Water Control Vault w/Telemetry Equipment	900 W. Braun	\$3,000	\$0
Bench and Trash Receptacle	Bridgewater Park	\$2,000	\$0
Widmer Waste Water Lift Station		\$370,000	\$0
Big Industrial Waste Water Lift Station		\$370,000	\$0
Street Lights	Waverly Road	\$222,300	\$0
Street Lights	Homestead Lane Interchange	\$228,000	\$0
Traffic Signals	191st Street & Waverly Road	\$211,000	\$0
Traffic Signals	20365 Homestead Ln-Northside of Intersection	\$145,500	\$0
Traffic Signals	20336 Homestead Ln-Southside of Intersection	\$145,000	\$0
Traffic Signals	32708 W. 199th Street	\$130,000	\$0
Traffic Signals	19108 Homestead Ln	\$207,000	\$0
City Offices - rented space	312 B E. Nelson St	\$0	\$15,000

Building Coverage is Blanket & Valuation is Replacement Cost with 120% Margin **\$16,464,245**

Property in the Open Coverage is Specific & Valuation is Actual Cash Value = Depreciated Value **\$3,101,479**

Contents Coverage is Specific & Valuation is Replacement Cost **\$330,000**

Total Limit of All Property Insured \$19,910,724

City of Edgerton Vehicle List 4-1-2019

Vehicle #	Year	Make	Model	Body Type	VIN	Dept
3	2001	Ford	F250	Pickup truck	1FTNF21L41EB39836	PW
4	2003	Chevy	Silverado	Pickup truck	1GCEC19Z43Z304694	UT
5	1991	Elgin	Pelican Sweeper	Truck	9135	PW
6	2014	Ford	F250	Pickup truck	1FT7W2B68FEA88530	PW
7	2014	Ford	F350	Pickup truck	1FTRF3B61FEA88528	PW
8	2015	Ford	F150 Supercab 4 X 4	Pickup truck	1FTEX1EPXFKD30819	CD
9	2015	Ford	F150 Supercab 4 X 4	Pickup truck	1FTEX1EP9FKE51454	CD
10	2016	Isuzu Elgin Broom Badger	Street Sweeper	Truck	JALE5W160G7303812	PW
11	2017	Ford	F350 4X4 Crew Cab w/plow	Pickup truck	1FT8W3B60HEE05312	PK
12	2017	Mack	Granite GU 432	Truck	1M2AX34C2HM010728	PW
13	2018	Lamar	Utility Trailer	Trailer	5RVUC12XJP056353	PK
14	2009	Trailer	With Sewer Jetter	Trailer	139KU21278C381582	UT
15	2018	Diamond C	13DECL24X102 Flatbed	Trailer	46UFU2426J1195966	PW
16	2018	Diamond C	48HDT-LPL24x82 Road Clipper	Trailer	46UFU2423J1203361	PW
17	1987	Starlight	Utility Trailer	Trailer	1HWFS162541	UT
18	2001	Ford	F250 4WD (Flat Bed)	Pickup truck	1FTNF21L7YEC85335	PW

City Council Action Item

Council Meeting Date: February 28, 2019

Department: Administration

Agenda Item: Consider Selection of Gardner Disposal as the Provider for Residential Solid Waste Collection and Disposal Services

Background/Description of Item:

Beginning January 1, 2015, the City of Edgerton contracted with Gardner Disposal to provide residential solid waste collection and disposal services for a period of three years. The City of Edgerton again contracted with Gardner Disposal for an additional year for the year 2018. The contract to provide residential services ended on December 31, 2018. In January 2019, City Council directed staff to solicit bids for residential solid waste collection through a formal bid process. A copy of that Request for Bids is enclosed.

The City of Edgerton held a public bid opening on February 22nd. The City received three qualified bids from Gardner Disposal Service, Inc., Republic Services, and Waste Management. The bid tabulations are attached. Upon review of the bid tabulations, staff recommends Gardner Disposal as the lowest and best bidder based on the bid amount for monthly rate for residents. The bid amounts for additional containers and pick up of bulky item were also lower with Gardner Disposal, as was the cost to service City facilities.

The residential solid waste collection and disposal service is the same as currently provided to residents. The service includes one (1) 95-gallon container for refuse and one (1) 65-gallon minimum container for recyclables. All refuse must fit inside the container provided or have a sticker purchased for additional bags. Recyclables are unlimited. The service provides curbside collection of residential yard waste including grass, plant clippings, leaves and limbs once per week. During normal months the limit is eight (8) yard waste items. During the months of March, April, August, September, October and November the limit is twelve (12) items. Finally, the service includes the pickup of one furniture item per dwelling per week at no additional charge.

This Request for Bids does offer an alternative to bidders related to disposal of sludge. The Contractor has the option, but is not required, to hire a licensed and insured third party to pick up and dispose of sludge. If the Contractor chooses to hire a third party contractor for sludge disposal, the City will only pay the sludge disposal fees to the Contractor and will only notify the Contractor when sludge disposal is needed. All other necessary communication for sludge disposal operations will be the responsibility of the Contractor and its designated third party.

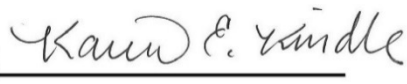
The current rate with Gardner Disposal is \$15.00 per customer per month. As part of the previous solid waste bid process, City Council approved a resolution to reduce the monthly solid waste charge per dwelling by fifty percent (50%) to \$7.50 per month, as reflected in the City's Annual Fee Resolution.

Staff would recommend the approval of Gardner Disposal as the provider for residential solid waste collection. If approved, staff will prepare an agreement with Gardner Disposal based on the terms outlined in the Request for Bid and the rates submitted by Gardner Disposal in their bid for consideration by City Council on March 14th. Based on the submitted bid and the Annual Fee Resolution, the rate per customer for residential solid waste services would be remain the same at \$7.50 per month (50% of the total cost per customer to the City of Edgerton).

Related Ordinance(s) or Statue(s):

Funding Source: General – General Government – Trash Contract; Sewer – Treatment Plant – Trash; Sewer – Lift Stations – Trash Contract

<u>Budget Allocated:</u>	General Government:	\$128,370
	Sewer – Treatment Plant:	\$18,000
	Sewer – Lift Stations:	\$600

Finance Director Approval: X 
Karen Kindle, Finance Director

Recommendation: Approve Selection of Gardner Disposal as the Provider for Residential Solid Waste Collection and Disposal Services

Enclosed:

- Bid Tabulations from Bid Opening
- Request for Bids for Solid Waste Collection and Disposal

Prepared by: Scott Peterson, Assistant City Administrator

City of Edgerton
Residential Solid Waste Collection and Disposal Services
Bid Opening
February 22, 2019

		Gardner Disposal Services, Inc.	Republic	Waste Management
Schedule I Solid Waste & Recycling	Weekly Collection	\$15.00	\$17.81	\$24.00
	Addtl Container	\$5.00 Trash/\$1.00 Recycle	\$5.00	\$10.00
	Addtl Bag	\$1.50 each	\$1.50	\$1.50
Schedule II Yard Waste	Weekly Collection	included	\$4.15	\$0.00
	Addtl Bag	\$1.50 each	\$1.50	\$1.50
Schedule III Bulk Items	Furniture	\$15.00	\$30.00	\$20.00
	Appliances	\$20.00	\$30.00	\$20.00
	Construction Debris	per bid	\$15.00/cu yd	\$20.00
Schedule IV City Facilities	City Hall	\$0.00	\$72.00	\$24.00
	305 E Nelson (Yellow House)	\$0.00	\$17.81	\$24.00
	710 E Nelson (Public Works)	\$240.00	\$182.00	\$865.00
	Street Sweeper Debris (monthly)	\$100.00	\$225.00	
	Street Sweeper Debris (per ton)	\$50.00	\$36.50	\$75.00
	BBC WWTP (monthly)	\$100.00	\$145.00	\$80.00
	BBC WWTP Sludge per Ton	\$45.00	\$36.50	\$95.00
	BBC WWTP Sludge (monthly)**	\$100.00	\$225.00	
	**Not on bid form			



BID DOCUMENT

FOR

**RESIDENTIAL SOLID WASTE
COLLECTION AND DISPOSAL SERVICES**

2019

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1. ADVERTISEMENT FOR BID

Sealed bid proposals for RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE in the City of Edgerton, Kansas will be received from qualified bidders until **2:30 PM ON FRIDAY, FEBRUARY 22, 2019** at Edgerton City Hall, 404 East Nelson, Edgerton, KS 66021 at which time they will be publicly opened. Bids received after the designated closing time will be returned unopened.

All proposals shall be made on a printed proposal form included in the BID DOCUMENT FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES containing the specifications for Work and shall be submitted in a sealed envelope addressed to the City of Edgerton and marked "RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL."

The scope of work includes the curbside collection of residential solid waste using a volume-based rate structure, unlimited recyclable materials, segregated yard waste, special/bulk items and service to city facilities.

The Bid Document may be examined in the City Clerk's Office of Edgerton City Hall at 404 East Nelson, Edgerton, Kansas 66021. Copies of the Bid Document including the proposal forms for the purposes of bidding may be obtained from the City Clerk at City Hall. Any questions shall be directed to Scott Peterson, Assistant City Administrator, at 913-893-6231.

The City of Edgerton shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the Contract and the bidder shall furnish the City of Edgerton all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Edgerton, in its sole discretion, that the bidder is qualified to carry out properly the terms of the Contract.

The City reserves the right to reject any or all proposals, waive irregularities and/or informalities in proposals and make an award in any manner consistent with the law deemed in the best interest of the City.

Bids may be held by The City of Edgerton for a period not to exceed sixty (60) days from the date of opening of the bids for the purpose of reviewing the bids and investigation of the qualifications of the bidder prior to awarding of the Contract.

2. INSTRUCTIONS TO BIDDERS

a. GENERAL NOTICE

Sealed bid proposals for RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE in the City of Edgerton, Kansas will be received from qualified bidders until **2:30 PM ON FRIDAY, FEBRUARY 22, 2019** at

Edgerton City Hall, 404 East Nelson, Edgerton, KS 66021 at which time they will be publicly opened. Bids received after the designated closing time will be returned unopened.

b. BIDDING DOCUMENTS

The Bid Document may be examined in the City Clerk's Office of Edgerton City Hall at 404 East Nelson, Edgerton, Kansas 66021. Copies of the Bid Document including the proposal forms for the purposes of bidding may be obtained from the City Clerk at City Hall. Any questions shall be directed to Scott Peterson, Assistant City Administrator, at 913-893-6231.

c. PROPOSALS

All bid proposals shall be made on the bid proposal forms attached hereto and shall give the amount of bids for the work in both words and figures on the Rate Schedule and must be signed by the Contractor. All blank spaces in each bid proposal form must be completed in full in ink or typewritten. Every bidder must provide a BID PROPOSAL and a RATE SCHEDULE.

If a unit price or a lump sum already entered by the Contractor on the bid proposal form is to be altered, it shall be crossed out with ink and the new unit price entered above or below it, and initialed by the Contractor in ink.

In case of a discrepancy between the unit prices as indicated in figures and the unit prices indicated in words, the unit prices as written out in words in the bid proposal form shall govern and any errors found elsewhere, will be corrected.

Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Contractor and plainly marked "RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL." The City may consider as irregular any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of the bids or authorized postponement thereof.

d. SIGNATURE OF BIDDER

The BID PROPOSAL must be properly signed in ink and the address of the Contractor given. The legal status of the bidder, whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws. A limited liability company shall execute the bid by its duly authorized managers or other officers in accordance with its articles or organization, operating agreement and/or applicable law. Partnership Contractors shall give full names and addresses of all partners.

If the bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the BID PROPOSAL.

Anyone signing a BID PROPOSAL as an agent or of another or others must submit with his bid legal evidence of his authority to do so.

e. ONLY ONE PROPOSAL ACCEPTED

No bidder may submit more than one (1) proposal. Two proposals under different names will not be received from one firm or association.

f. ADDENDA AND EXPLANATIONS

Explanations desired by prospective bidders shall be requested of the City in writing no later than seven (7) days prior to the date fixed for the submission and opening of bids. If explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing addressed to the City Administrator. Any verbal statements regarding same by any person prior to the award shall be non-authoritative and non-binding.

Addenda issued to bidders prior to date of receipt of bids shall become a part of the contract document, and all bids shall include the work described in the addenda.

g. COMPETENCY OF BIDDER

The opening and reading of the bid shall not be construed as an acceptance of the Contractor as a qualified, responsible bidder. The City reserves the right to determine the competence and responsibility of a bidder from its knowledge of the bidder's qualification or from other sources.

h. CONDITIONS

Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the contract. Bidder shall thoroughly examine and be familiar with the specifications. It is expected that bidders will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its bid or to the contract. The City shall make all documents available to the bidder.

The bidder shall make its own determination as to the conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

The bidder's attention is directed to the fact that all applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, as those laws, ordinances, rules and regulations may exist at the effective date of said contract and as they may be amended. Such shall be deemed to be included in the contract as though written out in full in the contract.

i. QUANTITIES

At the time of preparation of this BID DOCUMENT, this Contract would serve 628 customers. This number may increase (or decrease) to a greater (or lesser) quantity by the time a contract is executed and during the duration of the contract.

j. INSURANCE

The Contractor shall procure and maintain at its sole cost and expense, the following insurance coverage with minimum acceptable limits:

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent, and shall cover liability arising from premises, operations, independent contractors, products and completed operations, and personal and advertising injury. Such coverage shall also contain a "per project" aggregate endorsement. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copy of which is required to be attached to the certificate of insurance.

Contractor shall maintain this coverage for itself and for all additional insureds for the duration of the contract.

(2) CONTRACTORS POLLUTION LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written as a separate policy (on either a claims-made or occurrence-based policy form) or an equivalent coverage extension within the General Liability policy. Coverage is to include:

- All of the services that such contractor provides to City as described within the full scope of work for this contract.
- Bodily injury, sickness, disease, sustained by any person, including death.

- Property damage to include physical injury to or destruction of tangible property including resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed, including diminution of value.
- Defense costs, charges and expenses incurred in the investigation, adjustment or defense of claims.
- Contractual liability coverage for liability assumed by the Contractor under this written contract
- Coverage for claims arising from owned and non-owned disposal sites utilized in the performance of this contract, if applicable.
- Shall name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsements CG 2010, or its equivalent, copy of which is required to be attached to the certificate of insurance. Contractor shall maintain this coverage for itself and for all additional insureds for the duration of the contract.

(3) AUTOMOBILE LIABILITY
\$1,000,000 Per Accident

Coverage shall apply to all owned, hired, and/or non-owned automobiles used in the completion of the work set forth in the contract. It shall also name City, its officers, officials, employees, and agents as additional insureds. Policy shall contain CA9948 Endorsement.

(4) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY
\$1,000,000 Each Accident
\$1,000,000 Policy Limit - Disease
\$1,000,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage.

(5) UMBRELLA / EXCESS LIABILITY
\$1,000,000 Per Occurrence
\$1,000,000 Aggregate

A combined single limit of excess liability to apply over and above General Liability, Contractors Pollution Liability, Auto Liability, and Employers Liability, with terms and conditions consistent with those of the underlying coverage, not any more restrictive. It shall also name City, its officers, officials, employees, and

agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured.

(6) WAIVER OF SUBROGATION

Contractor, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights of subrogation against City, its officers, employees, Mayor, and City Council Members, volunteers and agents for recovery of damages applicable to commercial general liability, contractors pollution liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(7) CERTIFICATE OF INSURANCE

Prior to commencing the work, Contractor shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Contractor's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above, with copy of the additional insured endorsement attached. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Contractor's policies to validate coverage in effect if certificates are ambiguous. If any portion of the work is to be subcontracted, Contractor shall require that the subcontractor(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance provided to City evidencing same. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Contractor's obligations hereunder. And the fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Contractor shall notify City in writing as soon as possible after any bodily injury or property damage occurrence that could potentially lead to any lawsuit or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

k. REJECTION OF BIDS

The City of Edgerton, Kansas reserves the right to reject any or all bids for any reason and to omit one or more items, or portions of items, of the proposal from the award of the Contract, in its sole discretion.

I. PAYMENTS

The City will pay the Contractor for services rendered within thirty (30) days following the end of the month. Such payment shall be based on the attached Rate Schedule and the number of accounts established on the City's computerized utility billing systems. The City shall revise the number of accounts on a monthly basis and the number shall be the number the City is billed for the month. The Contractor shall bill and collect for Schedule I, II, III and IV services based on the RATE SCHEDULE.

m. LICENSES AND TAXES

The Contractor shall obtain a Johnson County Hauler License through the Johnson County Environmental Department. In addition, the Contractor shall obtain all other licenses and permits (other than the license and permit granted by the contract) and pay all applicable taxes required by the City, County or the State of Kansas.

3. SCOPE OF WORK

The work under bid for the contract shall consist of the items contained in Exhibit A of this proposal, including all incidentals necessary to fully complete said work in accordance with the bid document.

The work under the awarded contract does not include the collection and disposal of any increased volume resulting from a flood, tornado, or similar or different acts of God over which the Contractor has no control. In the event of such a flood, tornado or other acts of God, the Contractor and the City will negotiate the payment to be made to the Contractor, if the Contractor and the City agree that such increased volume is to be handled by the Contractor. Further, if the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

4. GENERAL SPECIFICATIONS

The following specifications shall apply to all solid waste collections. Specifications unique to Schedules I, II, and III are listed separately.

a. HOURS OF OPERATION

Collection of solid waste shall not start before 7:00 a.m. or continue after 5:00 p.m. of the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. City facilities are open Monday through Friday from 8:00 AM to 4:30 excluding holidays. All collection at city facilities must be completed during normal city hours of operation.

b. ROUTES OF COLLECTION

Collection routes shall be established by the Contractor subject to the approval of the City through its City Administrator. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld.

The Contractor may from time to time propose changes to the routes or days of collection. Upon the City's approval of the proposed change, the Contractor shall promptly give written or published notice to the affected service locations.

c. HOLIDAYS

The City of Edgerton currently observes the holidays listed below. The City will notify Contractor of any future changes in holidays observed by the City. The Contractor may also observe all the above-mentioned holidays by suspension of collection services on the holiday, but such suspensions in no manner relieves the Contractor of its obligation to provide collection service as provided in the contract. To compensate for the holidays mentioned above, the work schedule may be moved to one (1) day after a holiday, so that every scheduled service location receives its normal level of service during the week. Services shall return to the normal work schedule the following week.

New Year's Day (January 1)
Presidents Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veteran's Day (November 11)
Thanksgiving (4th Thursday of November)
Day after Thanksgiving (4th Friday of November)

Christmas (December 25)

d. ACCOUNT MANAGEMENT

The number of accounts (the number of customers served) will be adjusted monthly. The City may receive requests for service to additional service locations not initially included in the contract. The City will investigate all requests for service and will make the determination of eligibility for service and thereupon notify the Contractor. The Contractor will be required to add this location to his route immediately. The City may annex areas in the future. These areas will be added to the list of residences that require residential solid waste collection and disposal services. The City at time of publication of the Request for Bid has approximately 628 active accounts.

The Contractor shall discontinue solid waste collection service at any unit as set forth in a written delinquent or termination notice sent by the City. Upon further notification by the City, the Contractor shall resume collection on the next regularly scheduled collection day. The City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractors' discontinuing service at any location at the direction of the City.

e. COMPLAINTS

All complaints shall be received by the City and shall be given promptly to the Contractor. The Contractor shall be equipped with a local telephone and qualified attendants as may be necessary to receive and process complaints and service requests or receive instructions and directions from the City during the hours of 8:00 a.m. to 4:30 p.m. each and every working day during the term of the contract or renewal thereafter.

All complaints shall be resolved within twenty-four (24) hours. The Contractor shall maintain forms or logs indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of the same. Such records shall be available for City inspection at all times during normal working hours. When a complaint is received on the day proceeding a holiday or on a Friday, it shall be serviced by the Contractor no later than the next working day.

The Contractor will furnish to the City the following reports on a weekly basis: (1) a report of the service locations not served on the regular scheduled service day and reason service could not be given; (2) a report of the complaints received and the resolution of these complaints.

The City may require the Contractor to make personal supervisory contact to resolve a service complaint.

f. CONTRACT DURATION

The contract term shall be three (3) years and shall initially run from April 1, 2019 to December 31, 2021. The contract may be terminated at the end of the contract term unless the City and Contractor have mutually agreed upon an extension no later than four (4) months prior to the expiration date. All subsequent contract extensions, if any, shall be in increments of two (2) years.

Furthermore, the contract may be terminated with seven (7) days of the date of written notice to the Contractor if the Contractor:

- A. Fails to begin work at the time specified or fails to substantially perform the work with adequate personnel or equipment.
- B. Fails to perform the work suitably or discontinues the performance of work.
- C. Fails to provide reasonable customer service.
- D. Becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency or allows any final judgment for the payment of money to stand against him unsatisfied and the City gives notice of such default the Contractor or his surety fails to secure such default within two (2) days after such notice.

Finally, the contract may be terminated at any time by mutual agreement of the City and Contractor.

g. CONTRACTOR'S PERSONNEL

The Contractor shall assign an On-Site Superintendent, a qualified person to be in charge of the operations contracted for and serve as the liaison to the City. This person shall be present in the city limits during times of operation of the contractor and shall serve as the contact for City staff for complaints each week during weekly collection. The information regarding experience of that person shall be furnished to the City upon request.

The Contractor's employees shall carry valid operator licenses for the type of vehicle they are driving. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex, or national origin. No Contractor personnel shall use alcohol or unlawful drugs while providing service under this contract. Documentation to this effect shall be required of the Contractor and may be reviewed by the City upon request.

h. CUSTOMER SERVICE REQUIREMENTS

The Contractor shall provide high quality customer service, and shall:

- A. Treat all customers with dignity and respect.
- B. Treat customer's property with respect.

- C. Answer questions, comments, and complaints from customers in a timely manner.
- D. Replace the lid to containers, leave containers upright and out of the street and driveway, and will not block access to mailboxes.
- E. Leave a note to the customer indicating problems with items that cannot be picked up, and a way to contact Contractor to remedy any problem.
- F. Immediately clean up leaks or spills and pick up any trash dropped by the Contractor.

i. OWNERSHIP

Title to refuse and dead animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a container, or removed by the Contractor from the residential unit, whichever last occurs.

j. INDEMNITY

Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all Court actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys, fees arising out of the award of this contract for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

k. GRANT OR RIGHT

The Contractor or Contractors shall be the only person or organization authorized by the City to provide residential solid waste collection and disposal services within the City of Edgerton provided and paid for by the City, unless otherwise provided for by this agreement. It is the understanding and intention of the parties hereto that this agreement shall not constitute a franchise, but a contract for the collection and disposal of solid waste collected under the contract with the corporate limits of the City of Edgerton, Kansas.

l. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under the contract in compliance with applicable laws including city, county, state and federal regulations, provided, however, that the general specifications of the contract shall govern the obligations of the Contractor where there exists conflict with ordinances of the City on the subject. Equipment utilized shall comply with all axle weight restrictions.

m. CHANGES IN CHARTER AND ORDINANCES OF THE CITY

Any change in the existing City Charter or any ordinance of the City shall not affect the validity hereof or alter, modify, or amend the obligations or duties of, or the privileges or benefits occurring to the Contractor hereof, provided, however, that any changes in the ordinances of the City relating to the solid waste collection and disposal that are applicable throughout the City shall apply also within the service areas with Contractor's compensation being adjusted for any increased or decreased costs resulting from such changes.

n. TRANSFER AND ASSIGNMENT

Other than by operation of law, no assignment of the contract or right accruing under this contract shall be made in whole or in part by the Contractor without express written consent of the City. In the event of an assignment, the assignee shall assume the liability of the Contractor. The obligations of the Contractor are not to be sub-contracted, assigned, or transferred to any person or organization without first having obtained in writing the consent of the City.

o. SOLID WASTE MANAGEMENT ACT DATA SUBMISSION REQUIREMENTS

The Contractor shall be required to provide to the City all data requests deemed necessary by the City in compliance with the reporting requirements of the Solid Waste Management Act of 1989 (SB 111), as amended, or any other federal or state law or regulation. The Contractor is expected to be thoroughly familiar with the reporting requirements stipulated in said acts.

p. HAULING

All solid waste hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling, or blowing are prevented. The Contractor shall immediately clean up any leaking, spilled or blown items, particularly hydraulic fluid and petroleum products.

q. NOTIFICATION

The City shall notify its citizens of complaint procedures, rates, regulations and days for scheduled solid waste collection.

r. MODIFICATION TO RATES

The Contractor shall provide and perform all of the work specified herein for the amount indicated in the bid proposal for the duration of the contract. It is expressly understood that the payment provided for in accordance with the Rate Schedule shall constitute full and complete payment to the Contractor for all services provided by the Contractor as specified.

s. NON-DISCRIMINATION, AFFIRMATIVE ACTION & FEDERAL REGULATION

A. The Contractor shall be an equal opportunity employer as defined by Section 1000 (e) of Chapter 21, Title 42, of the United States Code

Annotated, and comply with all Federal Regulations or acts regarding construction or employment when Federal Funds are used on the project.

- B. The Contractor shall observe the provision of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Work under the present Contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- C. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the Kansas Commission on Civil Rights.
- D. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 1977 Supp. 44-1031, as amended, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the Owner.
- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended in whole or in part, by the Owner.

The Contractor shall include the provisions of paragraphs (A) through (E) inclusively of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

EXHIBIT A

SCHEDULE I SPECIFICATIONS RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS

In addition to the General Specifications, the following shall apply to Schedule I.

Scope of Work: The Contractor shall provide curbside collection of residential solid waste and recyclable materials once per week on a regularly scheduled day or days. Residential solid waste shall be collected using a volume-based rate structure by which the customer is charged based on the total volume or weight that is collected. Unlimited recyclable materials shall be collected.

Volume-Based Collection: The Contractor shall provide one 95/96-gallon container to each customer for curbside collection of solid waste. The base fee entered in the attached RATE SCHEDULE includes the collection of solid waste that fits inside the 95/96-gallon container with the lid securely closed. Any additional containers or bags may be collected by the Contractor if the container/bag is readily identifiable and is paid for by the customer. The Contractor will supply the City with the stickers, tags or other device to identify additional bags for purchase by the residents.

Recyclable Materials: The Contractor shall provide at least one 65-gallon minimum container to each customer for the curbside collection of unlimited recyclable materials. Collection of recyclable materials is not an optional service and must be included in the base fee for Schedule I. In accordance with the Johnson County solid waste regulations, the Contractor shall accept common recyclables such as food-grade plastics, cardboard, office paper, newspaper, chip board, phone books, junk mail, magazines and aluminum and steel cans.

Special Accommodation: Aged, feeble or handicapped customers for whom it would be impractical or difficult to transport the container to the curbside shall be served from their house side or where their containers are generally kept, provided the City shall provide a written list of such customers to the Contractor on a quarterly basis.

Containers: Any container provided by the Contractor for public use shall be of a uniform size, design and similar color as approved by the City Administrator. The Contractor shall provide smaller sizes or alternative designed containers (for solid waste and/or recyclable materials) sufficient to meet the needs of elderly and temporarily/permanently disabled residents upon written request from any such resident at no additional charge. The Contractor shall promptly replace any such container that has exceeded its useful life as a result of damage or age.

Disposal: Disposal shall be at any legally operated landfill permitted by the State of Kansas.

Excess Holiday Residential Refuse: During the week of December 26th through December 31st of each year of this Contract, the Contractor shall collect up to ten (10) additional bags of refuse from each dwelling unit as part of the base fee without the stickers, tags or other device typically needed for collection.

SCHEDULE II SPECIFICATIONS YARD WASTE

In addition to the General Specifications, the following shall apply to Schedule II.

Scope of Work: The Contractor shall provide curbside collection of residential yard waste including grass, plant clippings, leaves and limbs once per week on a regularly scheduled day or days. In accordance with the Johnson County regulations for solid waste, the yard waste must be segregated from solid waste, placed in a container suitable for composting, or appropriately bundled and tied to be delivered to a facility or property authorized to accept yard waste. Grass, plant clippings and leaves shall be bagged in paper bags. Limbs shall be bundled and tied with string.

Limit of Items: During the normal course of the year, a limit of eight (8) yard waste items will be collected. A bag or bundle is considered one item. During the months of March, April, August, September, October and November the limit is twelve (12) items. Any additional items may be collected by the Contractor if the item is readily identifiable and is paid for by the customer. The Contractor will supply the City with the stickers, tags or other device to identify additional bags for purchase by the residents.

Disposal: The Contractor shall be responsible for the transportation of the yard waste materials to a legal collection facility for processing, composting and disposal.

Monitoring: The Contractor shall be responsible for monitoring the accumulation of yard waste requiring special collection and/or repackaging. If the Contractor does not collect yard waste for any reason, the Contractor shall leave a notice or door hanger outlining why said materials were not removed and describing actions necessary to allow for pickup.

The Contractor shall be responsible for all costs associated with the disposal of materials collected under Schedule II. The Contractor shall retain any income associated with the sale of the disposal items.

SCHEDULE III SPECIFICATIONS SPECIAL/BULK ITEMS

In addition to the General Specifications, the following shall apply to Schedule III:

Scope of Work: The Contractor shall pickup bulk items, such as furniture, appliances, and construction and demolition debris. The Contractor shall pickup one furniture item per dwelling per week at no additional charge. Contractor shall pickup other large items at fee listed in the bid proposal. Resident must notify Contractor in advance of special/bulk items to be collected.

Disposal of Material: Disposal shall be at any legally operated landfill permitted by the State of Kansas. The Contractor shall be responsible for all costs associated with the disposal of materials collected under Schedule III.

Monitoring: The Contractor shall be responsible for monitoring the accumulation of special/bulk items requiring special collection. In the event the Contractor observes the existence of special pickup items for which special collection is required, but for which no request for such collection has been made by the City, the Contractor will place a door hanger at the residence. The door hanger will instruct the occupant to notify the City, or Contractor, to make arrangements for the item to be picked up.

The Contractor shall be responsible for all costs associated with the disposal of materials collected under Schedule III. The Contractor shall retain any income associated with the sale of the disposal items.

SCHEDULE IV SPECIFICATIONS CITY FACILITIES

In addition to the General Specifications, the following shall apply to Schedule IV:

Scope of Work: The Contractor shall provide the following services for facilities owned and/or operated by the City of Edgerton.

A. City Hall: (404 E. Nelson)

1. Solid Waste: The Contractor shall provide four (4) 95/96-gallon containers for the disposal of solid waste. The containers will be collected once per week on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide at least two (2) 65-gallon minimum containers for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per week on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.

B. Edgerton Public Works Facility (710 E. Nelson):

1. Solid Waste: The Contractor shall provide one twenty-yard container for the disposal of solid waste. The container will be collected once per week on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide one four-yard minimum container for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per week on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.
3. Streetsweeper Waste and Debris: The Contractor shall provide one twenty-yard container for the disposal of yard waste and debris that is collected during the City's street sweeping operations. Disposal removal occurs based on call generated from staff. Once the call is placed, removal shall occur within two business days during normal business hours (Monday through Friday 8:00 AM to 4:30 PM excluding holidays). The City will pay a fee per ton upon disposal of the dumpster.

C. Edgerton "Yellow House" (305 E Nelson):

1. Solid Waste: The Contractor shall provide one 96/96 container for the disposal of solid waste. The container will be collected once per week on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide one 65-gallon minimum container for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be

collected once per week on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.

D. Big Bull Creek Wastewater Treatment Facility (20600 Homestead Lane):

1. Solid Waste: The Contractor shall provide two (2) one-yard dumpsters for the disposal of solid waste. The dumpsters will be collected once per week on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide at least one 95/96 container for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per week on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.
3. Sludge Disposal: The Contractor shall provide a 20-yard dumpster necessary for sludge disposal. The City will pay a fee per ton upon disposal of sludge dumpster. Disposal removal occurs based on call generated from staff. Once call is placed, removal shall occur within two business days during normal business hours (Monday through Friday 8:00 AM to 4:30 PM excluding holidays). As an alternative, the Contractor is permitted, but not required, to hire, as outlined in Section 2.I "Insurance" of this document, a licensed and insured third party to pick up and dispose of sludge; if the Contractor chooses to hire a third party contractor the City will only pay the sludge disposal fees to the Contractor and will only notify the Contractor when sludge disposal is needed. All other necessary communication for sludge disposal operations will be the responsibility of the Contractor and its designated third party.

Annual Citywide Cleanup:

The Contractor shall provide curbside bulky item collection on the third Saturday of May, or other date as designated by the City each year. Curbside collection shall include appliances without CFCs, furniture, carpet, construction debris, etc. Contractor shall provide dumpster for collection of appliances that contain CFCs at Edgerton Wastewater Treatment Facility.

Future Facilities:

The Contractor shall provide services as listed above at the fees included in BID PROPOSAL to future facilities the City may build/acquire during the term of this contract.

Special Events: The Contractor shall provide additional dumpsters and collection service for said dumpsters for special events including but not limited to, Edgerton Frontier Days, Third of July Community Picnic and other events or needs as requested by the City. The City will only be charged the actual disposal fee incurred at the landfill by the Contractor for emptying such dumpsters.

BID PROPOSAL

To: City of Edgerton
404 E. Nelson Street – P. O. Box 255
Edgerton, Kansas 66021

The undersigned, having carefully read and considered the terms and conditions of the *Bid Document for Residential Solid Waste Collection and Disposal*, does hereby offer to furnish all materials, supplies, tool, labor and equipment to perform such services on behalf of the City of Edgerton of the type and quality and in the manner described, and subject to, and in accordance with, the terms and conditions set forth in the Bid Document at the rates, expressed in both words and numerals, set forth in the attached Rate Schedule.

I/We acknowledge receipt of the following addenda:

Dated in _____ this _____ day of
20__.

SIGNATURE OF BIDDER:

(If an Individual): _____ doing
business as

(If a Partnership):

By: _____

Member of Firm _____

(If a Corporation):

By: _____

Name _____

Title _____

SEAL

Business Address of Bidder: _____

Phone: _____

Fax: _____

RATE SCHEDULE

SCHEDULE I: RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS

Once weekly collection of volume-based residential solid waste with one 95/96-gallon container provided by Contractor and at least one additional 65-gallon minimum container provided by the Contractor for collection of unlimited recyclable materials. Price listed shall be per customer, per month, with number of customers revised monthly.

_____ Dollars
\$ _____

Additional 95/96 container requested by resident

_____ Dollars
\$ _____

Stickers, tags or other device to identify additional bags for purchase by the residents

_____ Dollars
\$ _____

SCHEDULE II: YARD WASTE

Once weekly collection of yard waste including grass, plant clippings, leaves and limbs segregated from solid waste to be disposed. Grass, plant clippings and leaves shall be bagged in paper bags. Limbs shall be bundled and tied with string. Limit of eight (8) yard waste items collected except during the months of March, April, August, September, October and November when the limit is twelve (12) items. Price listed shall be per customer, per month, with number of customers revised monthly.

_____ Dollars
\$ _____

Stickers, tags or other device to identify additional bags for purchase by the residents

_____ Dollars
\$ _____

SCHEDULE III: SPECIAL/BULK ITEMS

The Contractor shall pickup bulk items, such as furniture, appliances, and construction and demolition debris. The Contractor shall pickup one furniture item per dwelling per week at no additional charge. Contractor shall pickup other large items at fee listed below.

Furniture:

_____ Dollars
\$ _____

Appliances:

_____ Dollars
\$ _____

Construction and Demolition Debris:

_____ Dollars
\$ _____

SCHEDULE IV: CITY FACILITIES

The Contractor shall provide the following services for facilities owned and/or operated by the City of Edgerton.

City Hall: (404 E. Nelson)

Solid Waste and Recyclable Materials: Once weekly collection of four (4) 95/96-gallon containers for solid waste and at least two 65-gallon minimum containers for recyclables:

_____ Dollars per month
\$ _____

Edgerton "Yellow House" (305 E Nelson)

Solid Waste and Recyclable Materials: Once weekly collection of one (1) 95/96-gallon container for solid waste and one (1) 65-gallon minimum container for recyclables:

_____ Dollars per month
\$ _____

Edgerton Public Works: (710 E. Nelson)

Once weekly collection of one (1) twenty-yard dumpster for solid waste and one (1) four-yard dumpster for the collection of recyclable materials:

_____ Dollars per month
\$ _____

Streetsweeper debris per Ton as necessary:

Provide a twenty-yard dumpster for streetsweeper debris disposal. Disposal occurs based on call generated from staff to the Contractor. Once call is placed, removal shall occur within two business days during normal business hours.

_____ Dollars per ton
\$ _____ per ton

Big Bull Creek Wastewater Facility: (20600 Homestead Lane)

Once weekly collection of two (2) one-yard dumpsters for solid waste and at least one 65-gallon minimum container for the collection of recyclable materials:

_____ Dollars per month
\$ _____

Provide a twenty-yard dumpster for sludge disposal. Disposal occurs based on call generated from staff to the Contractor. Once call is placed, removal shall occur within two business days during normal business hours.

_____ Dollars per ton
\$ _____ per ton