

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
May 23, 2024
7:00 P.M.**

Call to Order

1. **Roll Call**

_____ Roberts _____ Longanecker _____ Lewis _____ Lebakken _____ Malloy _____ Conus

2. **Welcome**

3. **Pledge of Allegiance**

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

4. Approve Minutes from May 9, 2024 Regular City Council Meeting

Motion: _____ Second: _____ Vote: _____

Regular Agenda

5. **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.

6. **Public Comments.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

The Mayor may modify these provisions, as necessary. The Mayor may limit any unnecessary, off-topic, or redundant comments or presentations. Speakers should address their comments to City Council members only and should not speak to fellow audience members. City Council members will not engage in a dialogue or debate with speakers. Speakers and audience members should conduct themselves in a civil and respectful manner. Disruptive conduct may result in removal from the meeting.

7. **Request for Funding** for the 2024 Gardner Edgerton Alumni Hall of Fame.

8. **Presentations** by Representatives from Outside Agencies for 2025 Budget Requests

- Frontier Days, Nate Eggleston
- Johnson County Utility Assistance, Joanne Haworth
- United Community Services (HSF), Erika García Reyes
- Miami County Conservation District, Kaitlin Knauss
- ElevateEdgerton!, James Oltman
- Project Grad
- Robert Cook Memorial Votech Scholarship

Business Requiring Action

9. **CONSIDER A 4-YEAR LEASE AND MAINTENANCE AGREEMENT WITH MAPS, INC., FOR A MULTIFUNCTION PRINTER/COPIER FOR CITY HALL**

Motion: _____ Second: _____ Vote: _____

10. **CONSIDER AWARD OF CONSTRUCTION OF THE DWYER SANITARY SEWER IMPROVEMENTS PROJECT TO BEEMER CONSTRUCTION CO., INC. FOR \$747,900.00 FOR THE BASE BID TOTAL**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. (GBA) TO PROVIDE CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES FOR THE DWYER SANITARY SEWER IMPROVEMENTS PROJECT AND AUTHORITY FOR CONTINGENCY FOR CONSTRUCTION INSPECTIONS**

Motion: _____ Second: _____ Vote: _____

12. **CONSIDER RESOLUTION NO. 05-23-24A APPROVING A FIVE-YEAR/ CITY/COUNTY STREET IMPROVEMENT PROGRAM 2025-2029.**

Motion: _____ Second: _____ Vote: _____

13. **CONSIDER RESOLUTION NO. 05-23-24B APPROVING THE UPDATED CITY OF EDGERTON EMPLOYEE SAFETY MANUAL**

Motion: _____ Second: _____ Vote: _____

14. **Report by the City Administrator**

15. **Report by the Mayor**

16. **Future Meeting Reminders:**

- June 11: Planning Commission – 7:00 PM
- June 13: City Council Meeting – 7:00 PM
- June 27: City Council Meeting – 7:00 PM
- July 9: Planning Commission – 7:00 PM
- July 11: City Council Meeting – 7:00 PM
- July 25: City Council Meeting – 7:00 PM

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

EVENTS

- 5/22: Out of School Ice Cream
- 5/31: Animal Wonders
- 6/1: Summer Kickoff Park Party
- 6/6: Culinary Kids: French Toast
- 6/6 Summer Art Workshop: Macrame Feather
- 6/10: Fun in the Sun
- 6/11: Tales for Tots
- 6/13: Crafty Kids: Bedazzled Dragon Egg
- 6/14 & 6/15: Frontier Days
- 6/19: Senior Lunch
- 6/20: Culinary Kids: Spaghetti & Meatballs
- 6/20: Sweet Summer: Saltwater Taffy
- 6/21: Coloring Cafe
- 6/24: Fun in the Sun
- 6/27: Crafty Kids: Axolotl Beaded Keychain

City of Edgerton, Kansas
Minutes of City Council Regular Session
May 9, 2024

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas April 25, 2024. The meeting convened at 7:00 PM with Mayor Donald Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	absent
Deb Lebakken	present via teleconference
Bill Malloy	absent
Ron Conus	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Attorney, Lee Hendricks
- Assistant to the City Administrator, Kara Banks
- Finance Director, Karen Kindle
- Public Works Director, Dan Merkh
- Development Services Director, Zach Moore
- Public Work Superintendent, Trey Whitaker
- Parks and Recreation Director, Levi Meyer
- CIP Project Manager, Holly Robertson
- Assistant City Clerk, Alex Firth
- Planning and Zoning Coordinator/Deputy City Clerk, Chris Clinton

2. WELCOME. Mayor Roberts welcomed all in attendance.

3. PLEDGE OF ALLEGIANCE. All present participated in the Pledge of Allegiance.

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

4. Approve Minutes from April 25th, 2024, Regular City Council Meeting

5. Consider Resolution No. 05-09-2024A Approving The Mayoral Appointment For Certain Public Officials For The City Of Edgerton, Kansas

Councilmember Longanecker moved to approve the Consent Agenda, seconded by Councilmember Conus. The Consent Agenda was approved, 3-0.

Regular Agenda

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.

No declarations were made.

7. **Public Comments.**

Charlie Troutner of 707 W. Nelson Street, addressed the Council about the new Gardner Edgerton School District Hall of Fame. He stated that he was on the committee and nominated former Mayor Ray Braun for the inaugural class. Mr. Troutner stated each nominee had to meet specific criteria and the committee ranked each person according to a point/scoring system. Mr. Braun's accomplishments included efforts in the creation and building of Hillsdale Lake, he was a town sheriff, and was responsible for bringing water and sewer to Edgerton, among many other accomplishments. September the 7th will be the induction ceremony. The other two inductees are Dr. Roy Jensen and Shirley Bruce Brown-VanArsdale. Mr. Troutner stated that they are accepting nominations for the 2025 class now.

Mayor Roberts thanked Mr. Troutner for his presentation and stated that all three nominations are amazing candidates, and they could not have chosen 3 individuals that were more deserving to be in this Hall of Fame for their communities.

Business Requiring Action

8. **PUBLIC HEARING RELATED TO A POSSIBLE DANGEROUS AND UNSAFE BUILDING EXISTING AT 312 E. 5TH STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS**

Mr. Moore addressed the Council. He stated that on March 14th the Council approved a resolution providing for a public hearing to discuss a possible dangerous and unsafe building at 312 E 5th Street in Edgerton. This public hearing provides an opportunity for the property's owner, owner's agent, any lien holders of record, and any occupant of the property may appear and show cause why such structure should not be condemned and ordered repaired or demolished. Mr. Moore stated since Resolution 03-14-24A was approved the property owner and representative have been in contact with staff regarding the status of the property. The property owners notified staff that they have been getting bids to do more work. Mr. Moore stated they have made progress including removing exterior storage of junk and debris, but the modified sheds and the dilapidated camper remain on the property. The new owners have also been asked to change utilities into their name, but they have not done so at this point.

Bill Meyer of South Law PC in Overland Park, who is the attorney for Lakeview the owner of the property and its servicer M&T Bank, addressed the Council. He stated the company foreclosed on the property earlier this year and they have made some minor changes to the property at this time. Mr. Meyer handed out Exhibit Lakeview/M&T 1, to show the bids that have been received. There are bids obtained but have not hired any of the bidders as of

yet. Mr. Meyer requested Council continue this hearing for 60 days as the owners continue to clean up the property.

With no additional testimony, Mayor Roberts closed the public hearing at 7:21 PM. Mayor asked if anyone has any questions for Mr. Meyer, Mr. Moore, or staff.

Councilmember Conus asked Mr. Moore about the bids and if this work is done would this be enough. Mr. Moore answered that this was the first time he has seen the bids that Mr. Meyer handed out, but that it appears these would address a majority of the exterior conditions, but does not appear to address the structural issues identified by the building inspector.

Councilmember Longanecker asked Mr. Meyer what has been started from the list provided. Mr. Meyer replied that they are working on it, but he is not certain of the project's value. He asked to continue the hearing, adding that economically this is a tough project to make work, especially with the location so close to the railroad crossing. He stated that continuing the hearing gives everyone a timeline to get the work done.

Mayor Roberts asks Mr. Meyer if there is a timeline. Mr. Meyer states that he does not know if there is a timeline, but the goal is to sell the house to either a new property owner or investor. He asked Council to move to be on a rotating 60-day schedule to show progress and establish a timeline.

Mayor Roberts asked City Attorney Lee Hendricks to remind him of the process that they took with the house on 2nd Street. Mr. Hendricks answered that this is a two-tiered process: Council makes a resolution to have the public hearing like we are doing now and then move to approve of the property being unsafe or not tonight and then provide a deadline for the property to be in compliance with the city ordinance or torn down. He suggested deeming the house unfit for human habitation because it does not have running water, despite multiple attempts from staff to have the new owners put the utilities under their name. He asked Ms. Karen Kindle, Finance Director, how many times her department has reached out to someone in the company to add utilities to this property and get it transferred into their name. She answers that there were several attempts and they just kept getting transferred from person to person within the company and affiliated companies.

Mr. Hendricks stated it is important to hold the foreclosure company to the same standard that the City holds other property owners. He recommended a 60 days extension as long as they remain in contact with staff and can show progress being made. He suggested Council make a motion to empower the mayor to sign a revised resolution that recommends a 60-day extension, provided utilities are added within 7 days.

Councilmember Longanecker said without water it is deemed uninhabitable.

Mayor is in favor of passing a revised resolution, but he does not want to wait 60 days. Mr. Hendricks stated he would rather they be connected within 7 days.

Councilmember Conus asked Mr. Moore about the structural issues identified by the building inspector. Mr. Moore referenced the report, specifically Items 3 and 4. Item three being the structural foundation elements of the southeast enclosed porch area is in extreme disrepair and the lack of stability being instrumental to the structure becoming detached or dislodged. Item four being that the structure shows evidence of extreme dilapidation and deterioration with evidence of faulty construction and structural support columns that could become dislodged and the structure falling.

Councilmember Conus says it seems like the bids are superficial fixes and asked Mr. Meyer if his client has plans to fix the structure of the building.

Mr. Meyer says that this has been happening over years and said that it seems unfair to put the responsibility of the issues that have happened over time to put on the owner with such a strict timeline.

Mayor stated that cleaning up the exterior does improve the property and that as long as it is uninhabited, the larger repairs are not immediately required.

Councilmember Longanecker stated that in other instances like this, they have given the owners time to fix things up, but he wants to see proof of progress. Mayor Roberts adds that the difference here is that they could still decide to tear it down. He feels that a 30-day check-in would be good to have a conversation about what improvements have been made and to see progress.

Councilmember Conus agrees and would like to see improvements.

Mr. Meyer asks for 14 days for utility turn on instead of 7 days. Mr. Hendricks answered stating that the company has been given ample opportunity and time to add the business on as the utility user but has yet to do so. Mr. Hendricks does not recommend the 14 days as 7 days should be enough time.

Ms. Linn said that it is not a hard process and that the City can allow the owners to put the property in their name over the phone.

Councilmember Longanecker moved to empower the Mayor to sign a revised Resolution 05-09-24B deeming the property at 312 E. 5th Street in the City of Edgerton, Johnson County, Kansas unfit but providing a 30-day progress report, so long as the utilities are placed within the owner of the properties name within 7 days, pursuant to City of Edgerton Municipal Code, Chapter IV, Article 4, Section 4-405.

The motion is seconded by Councilmember Conus. The Resolution was approved, 3-0.

9. CONSIDER RESOLUTION NO. 05-09-2024C CONSENTING TO THE EXECUTION AND DELIVERY OF ESTOPPEL CERTIFICATES, CONSENTS TO COLLATERAL ASSIGNMENTS, AND SUBORDINATION AGREEMENTS IN CONNECTION WITH NINE LOGISTICS PARK PROJECTS

Bond Counsel Scott Anderson addressed the Council. He stated that ELHC is refinancing 10 projects and they are asking the City to sign three forms: an estoppel certificate, a consent to collateral assignment of IRB (Industrial Revenue Bonds) Documents and a subordination/attornment agreement. He stated this is standard documentation for IRB refinancing. He added that the City is only dealing with 9 buildings instead because one of the abatements has already ended. That property is valued at over \$32 million and is paying over \$1 million in property taxes to the County in 2024.

Councilmember Longanecker clarified that this one resolution covers all the properties. Mr. Anderson confirmed it does.

Councilmember Longanecker moved to approve the Resolution, seconded by Councilmember Lebakken. The Resolution was approved, 3-0.

10. PUBLIC HEARING RELATED TO SUBMITTAL OF 3RD & E HULETT SANITARY SEWER PROJECT APPLICATION TO JOHNSON COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR 2025

Dan Merkh, Public Works Director, presented the 3rd and Hulett Sanitary Sewer Rehabilitation Project. He stated the City is working strategically to redo the sewer lines all over town. He gave background on the Community Development Block Grant funding. He stated Edgerton is asking for \$200,000 again in 2025, hoping to get back on the two-year cycle.

Mayor Roberts opened the Public Hearing at 7:50 p.m. No one addresses the Council, so he closed the hearing at 7:51 p.m.

11. CONSIDER SUBMITTAL OF 3RD & E HULETT SANITARY SEWER PROJECT APPLICATION TO JOHNSON COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR 2025

Councilmember Longanecker asked Mr. Merkh if the City only receives half of the request, does half of the project get done. Mr. Merkh replied that staff would look at the market, compare pricing, etc. before making that determination. However, he stated if the City only receives half of the request, we would probably only be able to do 20-30% because costs increase on a smaller project.

Ms. Linn adds that CDBG awards have gone down across the board for many communities. She added that it becomes more difficult to mobilize contractors for smaller projects and per item costs often go up.

Mr. Merkh says that the scope is significantly smaller due to this funding being small for the last couple of years. The first year they had remaining funding from previous years to carry

out the project but there are no remaining funds from the previous years this time around, so he is unsure how that will work out with the funding in the long term.

Councilmember Conus moved to approve the Resolution, seconded by Councilmember Longanecker. The Resolution was approved, 3-0.

12. CONSIDER AWARD OF CONSTRUCTION OF THE DWYER FARMS – SANITARY SEWER EXTENSION PROJECT TO BEEMER CONSTRUCTION CO., INC. FOR \$747,900.00 FOR THE BASE BID TOTAL

Mayor Roberts says staff would like to request this item to be tabled until May 23. Councilmember Conus asked why. Ms. Linn replied that staff is working with KDHE on some additional information that they need. Councilmember Conus moved to table the Resolution, seconded by Councilmember Longanecker. The Resolution was tabled, 3-0.

13. CONSIDER AWARD OF CONTRACT WITH KDHE TO ACCEPT AWARD OF THE KDHE WASTE TIRE GRANT OF \$24,791.36 FOR THE GLENDELL ACRES PARK IMPROVEMENTS PROJECT

Holly Robertson, CIP Project Manager, addressed the Council. She gave background on the Waste Tire Grant Award and stated that Edgerton was awarded \$24,791.36, which covers about half the cost of the resurfacing project including material and labor.

Councilmember Longanecker asks what kind of material the resurfacing will be. Mr. Merkh says that this is shredded tire with a sealant to keep it all together. Ms. Linn added that Edgerton received the second highest award for this grant in the state.

Councilmember Longanecker moved to approve the Resolution, seconded by Councilmember Conus. The Resolution was approved, 3-0.

14. Report by the City Administrator

- Community Development 1st Quarter Report

Mr. Moore reviewed planning and development highlights, including 12 building permits were issued with total permit valuation just short of 5 million dollars. He reviewed a couple of major projects, including the JCCC CDL Training Facility and the Edgerton Crossing development for Maverick Gas Station. He stated staff is working with SWT Design on creating a trails master plan. He also reviewed code enforcement and animal control statistics for the first three months of the year.

Council members did not have any questions.

Ms. Linn stated Councilmember Conus had asked at the previous meeting for an estimate on how much of the budget for building permits was related to the Dwyer Farms development. She stated that staff estimated \$165,000 from LPKC and other commercial was about \$31,000

- Update to Safety Manual

Ms. Linn handed out the City's Safety Manual and a memo to Council. She stated an employee-led safety committee has been updating the draft safety manual. She stated this will be up for Council's approval in two weeks. Members of safety committee will be in attendance.

15. Report by the Mayor

- There was no report given by Mayor Roberts.

16. Future Meeting Reminders

Mayor Roberts reminded the Council of the future meetings for the Council and Planning Commission.

17. Adjourn

Councilmember Longanecker moved to adjourn, seconded by Councilmember Conus. The meeting was adjourned at **08:08 PM, 3-0.**

Submitted by Alex Firth, Assistant City Clerk

Request for Funds
Gardner Edgerton Alumni Hall of Fame
City of Edgerton
May 9, 2024
Proposal from Charlie Troutner



The Alumni Hall of Fame was established in January 2024 by a committee of community members, representatives of USD 231, and the Gardner Edgerton Schools Foundation. The founders of the HOF were intentional about making sure the City of Edgerton was represented in the formation and in the selection process. That goal was accomplished.

The purpose of the Hall of Fame is to honor graduates from Edgerton Rural High School, Gardner High School, and Gardner Edgerton High School. The Hall of Fame will recognize and honor alumni who have placed their alma mater in a positive light by their outstanding work and/or contributions in their community or profession. Nominees must have demonstrated outstanding citizenship during their post-high school life.

The honorees will be recognized informally at halftime of the GEHS football game on September 6th. The formal induction will take place in the high school commons on Saturday, September 7th, beginning at 9:00 AM. Save the date on your calendar. Event is open to the public.

The inaugural class included three outstanding individuals, including our very own Ray Braun. Ray is a 1939 graduate of Edgerton Rural High School. The other two inductees are Shirley Brue Brown-VanArsdale (Class of 1965) and Dr. Roy Jensen (Class of 1976).

There are some expenses associated with the induction ceremony. Each honoree will receive an award that could be displayed at their home or place of business. Each honoree will receive commemorative spirit wear with the HOF logo emblazoned on it. The induction ceremony will require a professional media backdrop which will be especially nice for photos. There will be other miscellaneous expenses as we honor Ray posthumously. Since this is the first year, we don't know all the expenses.

The request is for \$500 to help offset the anticipated expenses of \$2,000. The City of Edgerton will be recognized and thanked at the induction ceremony as a sponsor of our first alumni hall of fame. We would love the mayor, city council, and staff to attend the induction ceremony on September 7th.

The Gardner Edgerton Schools Foundation is a non-profit 501c3 organization. It is a separate entity from USD 231 but the two organizations work collaboratively to serve students and staff of USD 231. If approved, a check can be made payable to the Gardner Edgerton Schools Foundation. The organization is led by a 16-member Board of Directors. The Executive Director is Tim Brady, retired USD 231 school administrator.

Johnson County Utility Assistance Program Funding Request

City of Edgerton - City Council

May 2024



Past to Present

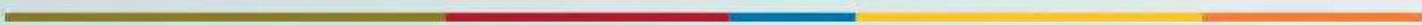
- For over 30 years, Johnson County Government has operated a Utility Assistance & Emergency Assistance program for low-income residents.
- Complex life situations coupled with financial challenges may lead to the need for assistance.
- Over the course of the last few years, requests for assistance show utility bills with larger past due balances.





Utility Assistance Program

- Provides financial assistance to qualifying households for past due electric, water, propane, gas, & wastewater utility bills.
- Johnson County Government partners with **14 cities**, **5 local utility companies**, **faith-based organizations**, and **Community & Family Support Services** to provide assistance for our neighbors in need.
- 2023-present - additional funding provided through American Rescue Plan Act (ARPA)



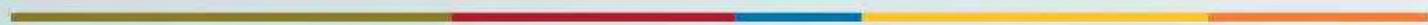
Qualifications for Utility Assistance

- Residents must be Johnson County residents and reside in Edgerton to utilize the City of Edgerton funds.
- Residents must be at or below the 200% poverty level. Eligibility is based on the last 30 days of income and must provide income documentation.
- Residents must have a past-due utility bill in their name or need assistance with a current payment plan or assistance getting on a payment plan to receive services.



Dollar Matching

- The City of Edgerton contributes “up to” \$200 per qualifying household. This was increased from \$150 to \$200 for 2024.
- Johnson County Government typically contributes “up to” \$300 per qualifying household. Presently, use of ARPA funds is being utilized to assist with \$600 per household. We expect to deplete the funds this summer/fall.
- Use of additional funds such as Water One, Atmos Gas-Share the Warmth, faith-based, and Community & Family Social Services can also be utilized if available.

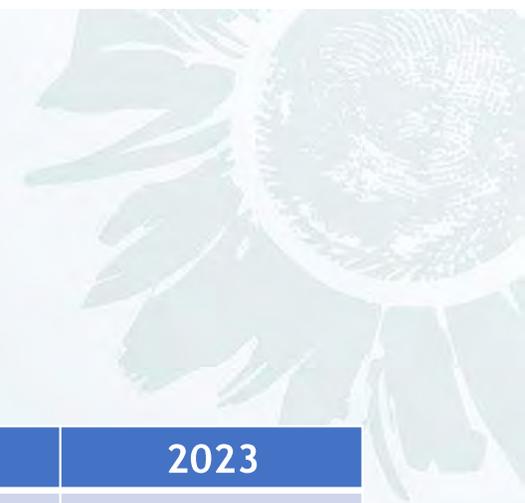




City of Edgerton Funds

- City of Edgerton pledged \$2000 for present year. For 2023, \$1500 was pledged.
 - In 2019, \$1,016 was utilized.
 - In 2020, \$744 was utilized.
 - In 2021, \$602 was utilized.
 - In 2022, \$547 was utilized.
 - In 2023, \$517 was utilized.





Five Year History - Edgerton

	2019	2020	2021	2022	2023
Households Served	13	8	6	6	7
Total amount of Utility Assistance from all sources	\$3,431	\$2,659	\$2,327	\$1,966	\$2,234



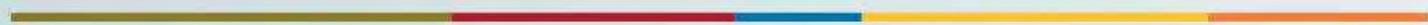
Additional Services Provided by the SouthWest Multi-Service Center

- Food Pantry
- Medical Vouchers through the Access KC program
- Limited Rental Assistance
- Budgeting
- Resources and Referral
- Strengths based case management/goal setting



2024 Request for Funding

- In 2023, the City of Edgerton pledged \$1500.
- In 2024, the City of Edgerton pledged \$2000.
- To date, \$2,814 is remaining from the City of Edgerton fund which includes a rollover from the previous year's balance.
- We are requesting \$1,000 from the City of Edgerton for the 2025 year.



Contact Information

Joanne Haworth

Outreach Services Manager

913-715-8923

Joanne.Haworth@jocogov.org

Multi-Service Centers

Call for appointment

913-715-6653



United Community Services
of Johnson County

2025 Human Service Fund (HSF)

**City of Edgerton
Council Meeting
May 2024**

HUMAN SERVICES FUND



City-county partnership since 1990



General tax dollars awarded to nonprofits
on an annual basis

Edgerton has contributed since 2012

Administered by UCS

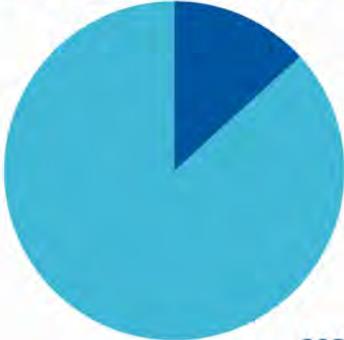


HSF FOCUS



**\$46,060,
Family of three**

**15%
JOHNSON COUNTY RESIDENTS
AT OR BELOW
200% FEDERAL POVERTY LEVEL**



2022 ACS 1-yr data

- ▶ **Health, wellness and safety**
- ▶ **Basic needs**
- ▶ **Workforce and Income**

**Nearly 7 out of 10 residents
at 200% FPL is impacted**



2023 HSF Impact



\$439,040

**Pooled general tax dollars from
14 jurisdictions + JoCo Gov't**



**58,000 Johnson
County Residents**

19 programs

175,000+ Units of Service

**Health, wellness
and safety**

Basic needs

**Workforce and
Income**

2024 HSF

Edgerton contributed \$3,000

22

Applications

3

Small Grants

19

Regual grants

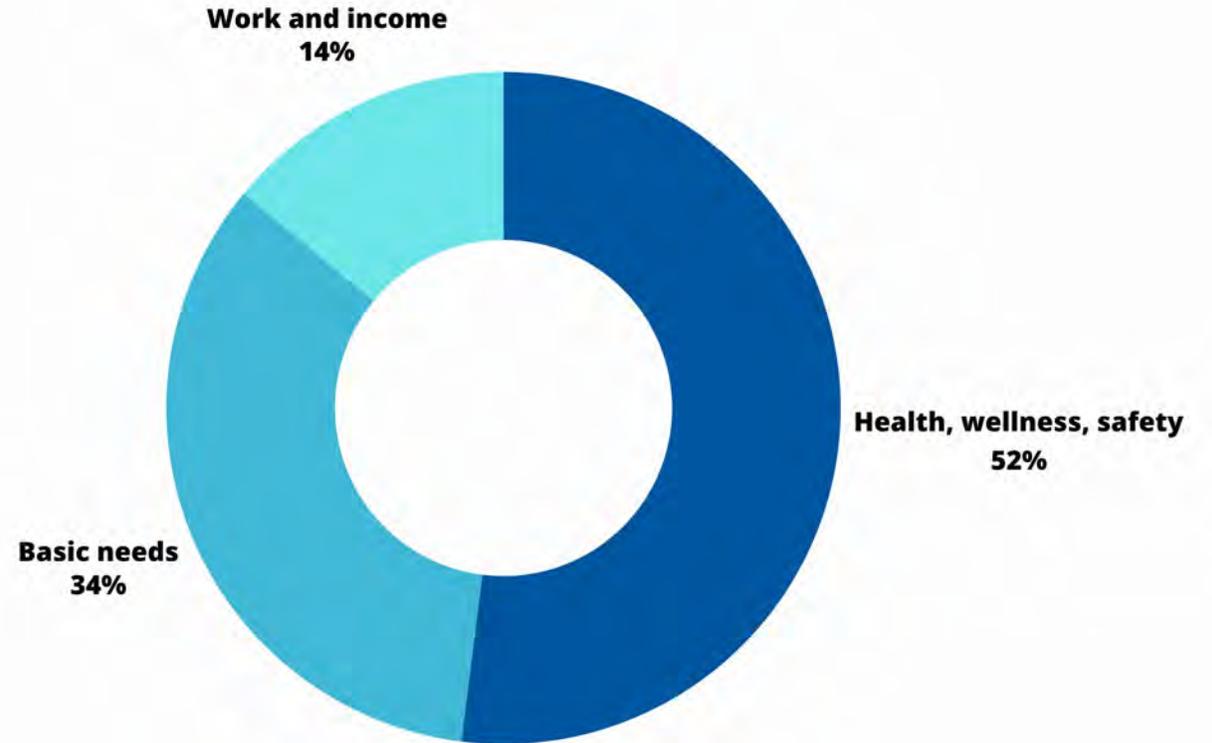


\$463,190

Pooled
general tax dollars

\$100k+

Gap funding



Thank you!

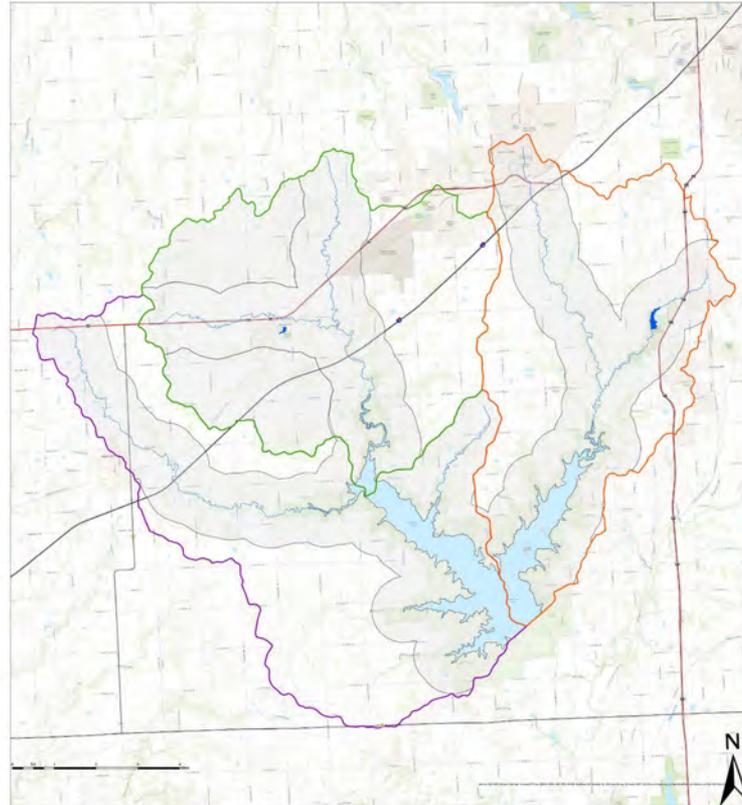
Erika García Reyes
Director of Resource Allocation
erikag@ucsjoco.org
(913) 689-2325 (Direct)
(913) 438-4764 (office)

Hillsdale Watershed Restoration and Protection Strategy (WRAPS)

Kaitlin Knauss, WRAPS Coordinator



Hillsdale Watershed



- Hillsdale Classified Streams
- Rock Creek-Hillsdale Lake
- Little Bull Creek-Hillsdale Lake
- Hillsdale Targeted Areas
- Bull Creek-Hillsdale Lake



Hillsdale WRAPS Current Grant (2022 - 2025)

- Hillsdale Lake Watershed: 144 sq miles (92,160 Acres)
- Impairments: Sedimentation, Nitrogen and Phosphorus
- Sponsor: Miami County Conservation District
- Grant Funds: KDHE EPA 319 Funds & Kansas State Water Plan
- Match: Hillsdale Area Water Cooperative (HAWC), Johnson County Stormwater, Miami County, Watershed Cities, and Project Participants

Hillsdale WRAPS Current Grant Funding (2022 - 2025)

- Hillsdale WRAPS FY 2022 - 2025 Grant Total: \$300,000
- 40% Grant Match Required: \$200,000
- Requesting \$2,500 from the cities of Spring Hill, Edgerton, and Gardner
- Cash match funds are used for watershed education and outreach.

Best Management Practices (BMPs)

- Agricultural BMPs: continuous no-till, cover crops and subsurface application of fertilizer
- Livestock BMPs: stream protection with fencing, off-stream watering systems, watering systems for grazing covers and rotational grazing systems.
- Urban BMPs: education/outreach encouraging cities/counties to utilize low-impact development and green infrastructure.

2023 Hillsdale WRAPS Cost-Share Practices

- 653 acres of cover crops
- 320 acres of nutrient management
- Riparian tree planting project
- Livestock watering project
- \$43,730 granted to producers in 2023



Watershed Education & Outreach



Thank you for your continued support.

Kaitlin Knauss, WRAPS Coordinator

kaitlin@miamicountycd.com

<https://www.miamicountycd.com/hillsdale.html>





To: Edgerton City Council

From: James Oltman – President, ElevateEdgerton!

Re: 2025 Contract for Economic Development Services

Date: 5/17/2024

Overview

ElevateEdgerton! has been operating as a 501(c)6 membership-based organization since the beginning of 2017. Since formation ElevateEdgerton! has contracted with the City of Edgerton for Economic Development Services and in consultation with the City of Edgerton, ElevateEdgerton! has focused its efforts on residential development recruitment, commercial development recruitment, workforce development efforts and being a resource in the continued growth of Logistics Park Kansas City.

Prior to the formation of ElevateEdgerton! in 2017 the City of Edgerton previously executed a contract for Economic Development Services with the Southwest Johnson County Economic Development Corporation (SWJCEDC). At that time, SWJCEDC split their efforts between the City of Edgerton, the City of Gardner, and New Century Airfield.

The purpose/mission of ElevateEdgerton! (EE!) is to promote/facilitate organized growth of the Edgerton, KS and Logistics Park Kansas City (LPKC) community by taking advantage of opportunities available because of the Burlington Northern Santa Fe Intermodal Facility.

2023-2024 ElevateEdgerton! Officers

Liz Albers – Chair – Johnson County Community College
Ben Gasper – Vice-Chair – SMH Consultants

2024-2025 ElevateEdgerton! Officers

Ben Gasper – Chair – SMH Consultants
Preston Moore – Vice-Chair – Nabholz Construction

Edgerton Economic Development Highlights:

- 5.75 million square feet of development at Logistics Park Kansas City
 - o Kubota Tractor North American Distribution Center
 - o Dots Pretzels
 - o DHL Global
 - o Hostess Brands
 - o Pepsi Co
 - o Simmons Pet Food
 - o Con-Global Inc
- ITI Intermodal Expansion
- JB Hunt Expansion
- TSL Expansion
- Development of On the Go Travel Center
 - o Goodcents
- Dwyer Farms Housing Development
- Johnson County Community College CDL Training Center
- Edgerton Crossing Development
 - o Maverick
- Edgerton KS Retail Sales
 - o 2014 - \$16.7 million
 - o 2023 - \$109 million
- Small Business Attraction and Expansion
 - o Lewis Indoor Athletic
 - o Village Shop KC
 - o White Tail Run Winery
- EDGE Grant program
 - o Residential Façade Improvement program expanded by City in 2024
 - o Multiple small business grants awarded



2025 Scope of Economic Development Services

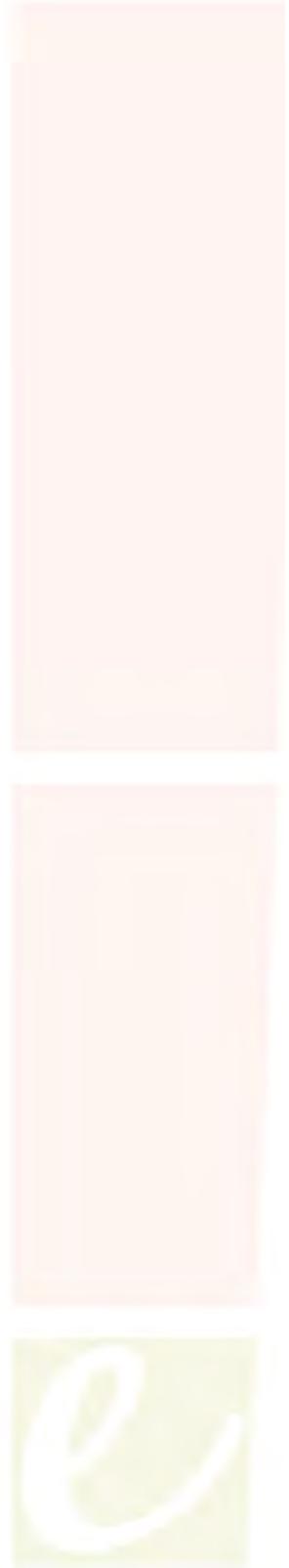
- Housing development efforts
 - o Raise awareness in the development community of Edgerton as a viable development market
 - o Maintain and update inventory of properties well positioned for residential development
 - o Meet with potential housing developers about new residential construction in Edgerton
 - o Compile data relevant to aiding housing development efforts
- Retail/commercial recruitment efforts
 - o Continue to assess the needs of the community and proceed accordingly
 - o Maintain and update marketing material specifically geared towards commercial recruitment
 - o Attend events and meetings geared towards active recruitment of retail/commercial
- Workforce
 - o Host quarterly LPKC appreciation luncheons for all LPKC tenants
 - o Partner with USD 231 on apprenticeship opportunities
 - o Regional marketing for LPKC employment opportunities
- Represent Edgerton within the following organizations:
 - o Team Kansas
 - o Kansas Economic Development Alliance
 - o Kansas City Area Development Council
 - o Kansas City SmartPort
 - o Johnson County Economic Research Institute
 - o Southern Economic Development Council
 - o Greater Kansas City Foreign Trade Zone
 - o Kansas Housing Association
 - o Johnson County Transportation Council



Financial terms of the 2025 Contract for Economic Development Services:

\$67,500.00 cash contribution

\$10,000 in-kind contributions from City of Edgerton Marketing and Communications employee



City Council Action Item

Council Meeting Date: May 23, 2024

Department: Administration

Agenda Item: Consider a 4-Year Lease Agreement with MAPS, Inc., for Multi-Function Printer/Copier for City Hall

Background/Description of Item:

The lease on the current Toshiba printer at City Hall is expiring at the end of May. City Staff sent out a request for proposals to five companies on April 12, 2024. We received four responses.

Based on the initial review of the proposals and costs, staff is recommending as the lowest and best bid from MAPS, Inc. for the machine and related maintenance agreement. A summary of the bid details are enclosed with the packet. MAPS is recommended due to their lower costs, not only for the machine itself but also the per page printout, ability to receive toner when needed and their good service record with the other city copiers. MAPS currently provides services to the City's Community Development, Public Works, Utilities and Finance departments.

The recommended Kyocera device includes a folding accessory and large capacity trays, which will cut down on staff time needed to fold and stuff utility bills each month.

MAPS, Inc., is located in Leavenworth with a service call response time under four hours with a phone call within the first one hour to begin troubleshooting the issue with staff. Like the other printers, MAPS will monitor meter readings and toner levels to provide necessary equipment in a sufficient timeframe. MAPS Inc. stocks all parts and supplies at their warehouse in Leavenworth and have been proactive in ordering parts/supplies to avoid any shortages. MAPS also offers a recycling program for used cartridges.

The lease agreement and maintenance contract are pending City Attorney review.

Related Ordinance(s) or Statue(s): n/a

Funding Source: General Fund, Water Fund, Sewer Fund

Budget Allocated: \$4,020

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the 4-Year Lease Agreement and Maintenance Agreement with MAPS, Inc., for Multi-Function Printer/Copier for City Hall Located at 404 E. Nelson Street for \$245.35 per Month, Subject to Approval by the City Attorney.

Enclosed: Comparison of Bid Results and Lease Agreement

Prepared by: Kara Banks, Assistant to the City Administrator

Vendor	Model	Accessories	Cost	Accessories	Monthly Service Fee	Printing Costs (2,000 BW, 1,500 Color)	TOTAL COST	Printing Cost details
MAPS	TASKalfa 3554ci	Booklet and Tri-fold, Large Capacity Trays	\$143.91 for 48 months	\$29.44	\$72.00	included in service fee	\$245.35	2000 BW Pages, 1,500 Color, Overages are .006 per BW page, .04 for color, toner auto shipped at 20%
360 Document Solutions	TASKalfa 3554ci	Booklet and Tri-fold, Large Capacity Trays	\$186.95 for 48 months	included	included	\$60	\$246.95	2500 BW Pages, 0 Color Pages, Overages are .007 per BW page, .04 for color reconciled quarterly, toner auto shipped at 25%
Century Business Technologies	IM C3510	Booklet finisher, 4x 550 capacity trays	\$194.61 for 48 months	included	\$48.60	\$53.20	\$296.41	2,500 BW, 500 Color: Overages are .008/page for BW, .0572 for color
Clear Choice Technical Solutions	AltaLink C8130		\$373.98 for 4 year	included	included	(\$46)	\$327.98	500 BW copies, 2,500 color copies: Overages are .008/page for BW, .058 for color



LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: City of Edgerton
Telephone No: 9138936231

Billing Address: 404 East Nelson, EDGERTON, KS 66021
Equipment Location (if other than Billing Address): 404 East Nelson, Edgerton, KS 66021-2149

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)

Table with 5 columns: Unit Quantity, Description of Equipment Leased, Make and Type, Model Number, Serial Number. Row 1: 1, Kyocera Taskalfa 3554ci, Kyocera Mita America Inc, TASKalfa 3554ci

Table with 4 columns: BASE TERM IN MONTHS (48), TOTAL NUMBER OF LEASE PAYMENTS (48 @ \$173.35), END OF LEASE PURCHASE OPTION (Fair market value, plus taxes), and payment details (Advance Payment, Security Deposit, Documentation Fee, Total due).

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:
1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date").
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period").
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties.

ACCEPTED BY LESSEE: City of Edgerton
Print Name: Donald Roberts, Title: Mayor
E-Mail Address:
Date:
Tax ID Number: 480734242

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X Print Name: E-Mail Address:

Accepted by: LEAF Capital Funding, LLC By: Title: Date:



SCHEDULE A TO LEASE AGREEMENT
(EQUIPMENT DESCRIPTION)

Lease Application No.: 920980

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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Location: 404 East Nelson, Edgerton, KS 66021-2149

1	Kyocera Taskalfa 3554ci	New	Kyocera Mita America Inc	TASKalfa 3554ci	
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LESSEE: City of Edgerton

LEAF CAPITAL FUNDING, LLC

BY: _____

BY: _____

PRINT NAME: Donald Roberts

PRINT NAME: _____

TITLE: Mayor

TITLE: _____

DATE: _____

DATE: _____



State and Local Government Addendum

Reference: Application No. 920980

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **City of Edgerton** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: City of Edgerton	LEAF CAPITAL FUNDING, LLC
By: _____ Print Name: <u>Donald Roberts</u> Title: <u>Mayor</u> Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____

City Council Action Item

Council Meeting Date: May 23, 2024

Department: Public Works

Agenda Item: Consider Award of Construction of the Dwyer Sanitary Sewer Improvements Project to Beemer Construction Co., Inc. for \$747,900.00 for the Base Bid Total.

Background/Description of Item:

On August 11, 2022, Edgerton City Council approved the recommendation of the Planning Commission to approve an application for a Planned Unit Development (PUD) for Dwyer Farms.

On September 22, 2022, City Council approved the contract with BG Consultants for the design of the project.

The wastewater infrastructure needed to serve Dwyer Farms includes three project sites. This Project (Site 1) includes the installation of sanitary sewer pipe to serve the development project of Dwyer Farms and future development within the same watershed. This contract award is limited to the installation of the new sanitary sewer extension. Site 2 includes installation of an equalization basin, new transmission main, upsize to the sewer line under Sunflower Road and lift station improvements at the City Lift Station. Site 3 includes improvements to the SCADA system and replacement of aged equipment at the Big Bull Creek Wastewater Treatment Plant. Sites 2 and 3 have not been fully scoped and have not yet been bid for design and construction but will be brought to Council at a later date.

On April 18, 2024, the City held a public bid opening and received six bids for the Dwyer Sanitary Sewer Improvements that includes the first phase of the project. The bids ranged from \$747,900.00 to \$1,147,388.70. The engineer's estimate was \$1,200,652.60. A copy of the bid tabulations is attached.

The design team reviewed bid information provided by each contractor. Additionally, the engineer evaluated Beemer Construction's recent, similar project experience, qualifications, and understanding of all project requirements. Following that review, the engineer together with staff, recommends Beemer Construction Co., Inc., as the lowest responsive, responsible, and most qualified bidder for the project. A written recommendation from the Engineers is also attached.

For this project, staff anticipates the construction schedule as follows: (subject to change due to working with outside parties, i.e. BNSF, KPC, KDHE)

- Construction to Begin: June/July 2024
- Construction Substantial Complete: Sept/Oct 2024

Funding for this project is anticipated to be initially funded through Kansas Department of Health and Environment (KDHE) State Revolving Loan Fund. Long-term funding source will be Rural Housing Incentive District (RHID).

City Staff recommends award to Beemer Construction for the Dwyer Farms Sanitary Sewer Improvements Project pending City Attorney and KDHE award approval.

Related Ordinance(s) or Statue(s):

Funding Source: KDHE State Revolving Loan Fund (short-term) and Rural Housing Incentive District (RHID) (long-term)

Budget Allocated: \$5,000,000

Finance Director Approval: 
Karen Kindle, Finance Director

Recommendation: Approve Award of Construction of the Dwyer Sanitary Sewer Improvements Project to Beemer Construction Co., Inc., for \$747,900.00 for Base Bid Total.

Enclosed: Bid Tabulations
Engineer's Recommendation Letter
Contract with Beemer Construction (on file with City Clerk)

Prepared by: Holly Robertson, PE – CIP Project Manager

BID TABULATIONS
Dwyer Sanitary Sewer Improvements
Edgerton, Kansas
Bid Letting April 18, 2024
22-1353L

Item #	Description	Quantity	Unit	Engineer's Estimate		Beemer Construction Co., Inc.		Redford Construction, Inc.		Legacy Underground Construction, Inc.		VF Anderson Builders, LLC		Abay Construction, Inc.		Nowak Construction Company, Inc.	
				Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
Base Bid																	
1.	Contractor Construction Staking	1	L.S.	\$ 11,500.00	\$ 11,500.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,100.00	\$ 7,100.00	\$ 9,200.00	\$ 9,200.00	\$ 3,624.00	\$ 3,624.00	\$ 6,195.00	\$ 6,195.00
2.	Mobilization	1	L.S.	\$ 78,000.00	\$ 78,000.00	\$ 33,367.00	\$ 33,367.00	\$ 10,000.00	\$ 10,000.00	\$ 38,966.00	\$ 38,966.00	\$ 23,000.00	\$ 23,000.00	\$ 36,719.00	\$ 36,719.00	\$ 100,000.00	\$ 100,000.00
3.	Temporary Erosion Control	1	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,300.00	\$ 3,300.00	\$ 5,206.00	\$ 5,206.00	\$ 12,000.00	\$ 12,000.00
4.	Clearing & Grubbing	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 36,796.00	\$ 36,796.00	\$ 15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00	\$ 56,000.00	\$ 56,000.00	\$ 31,163.00	\$ 31,163.00	\$ 30,200.00	\$ 30,200.00
5.	Demolition & Removal	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 1,250.00	\$ 1,250.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00	\$ 6,039.00	\$ 6,039.00	\$ 6,550.00	\$ 6,550.00
6.	8" Sanitary Sewer (PVC)(SDR 26)(In Place)	10	L.F.	\$ 375.00	\$ 3,750.00	\$ 85.00	\$ 850.00	\$ 90.00	\$ 900.00	\$ 125.00	\$ 1,250.00	\$ 134.00	\$ 1,340.00	\$ 82.00	\$ 820.00	\$ 272.00	\$ 2,720.00
7.	18" Sanitary Sewer (PVC)(PS 115)(In Place)	1556	L.F.	\$ 400.00	\$ 622,400.00	\$ 174.00	\$ 270,744.00	\$ 180.00	\$ 280,080.00	\$ 220.00	\$ 342,320.00	\$ 147.00	\$ 228,732.00	\$ 207.00	\$ 322,092.00	\$ 311.00	\$ 483,916.00
8.	18" Sanitary Sewer (PVC RJ)(PS 115)(In Place)	239	L.F.	\$ 225.00	\$ 53,775.00	\$ 263.00	\$ 62,857.00	\$ 250.00	\$ 59,750.00	\$ 225.00	\$ 53,775.00	\$ 186.00	\$ 44,454.00	\$ 269.00	\$ 64,291.00	\$ 339.00	\$ 81,021.00
9.	4' Dia. Std. Manhole (0'-6' Deep)	8	Each	\$ 10,000.00	\$ 80,000.00	\$ 6,600.00	\$ 52,800.00	\$ 7,500.00	\$ 60,000.00	\$ 7,500.00	\$ 60,000.00	\$ 7,625.00	\$ 61,000.00	\$ 8,191.00	\$ 65,528.00	\$ 15,100.00	\$ 120,800.00
10.	Extra Depth (4' Dia.)	33.6	V.F.	\$ 600.00	\$ 20,160.00	\$ 180.00	\$ 6,048.00	\$ 150.00	\$ 5,040.00	\$ 250.00	\$ 8,400.00	\$ 250.00	\$ 8,400.00	\$ 1,162.00	\$ 39,043.20	\$ 372.00	\$ 12,499.20
11.	Connect to Existing Manhole & Reconstruct Invert	1	Each	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,200.00	\$ 3,200.00	\$ 7,594.00	\$ 7,594.00	\$ 3,500.00	\$ 3,500.00
12.	26" Steel Casing (In Place)(Jack & Bore)	223	L.F.	\$ 1,200.00	\$ 267,600.00	\$ 1,155.00	\$ 257,565.00	\$ 1,400.00	\$ 312,200.00	\$ 1,100.00	\$ 245,300.00	\$ 1,443.00	\$ 321,789.00	\$ 1,781.00	\$ 397,163.00	\$ 1,232.00	\$ 274,736.00
13.	AB-3 Surfacing (6")	41.7	S.Y.	\$ 38.00	\$ 1,584.60	\$ 10.00	\$ 417.00	\$ 20.00	\$ 834.00	\$ 10.00	\$ 417.00	\$ 30.00	\$ 1,251.00	\$ 121.00	\$ 5,045.70	\$ 35.00	\$ 1,459.50
14.	Storm Water Pollution Prevention	1	L.S.	\$ 5,500.00	\$ 5,500.00	\$ 2,750.00	\$ 2,750.00	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,700.00	\$ 2,700.00	\$ 1,329.00	\$ 1,329.00	\$ 2,000.00	\$ 2,000.00
15.	Silt Fence	353	L.F.	\$ 11.00	\$ 3,883.00	\$ 2.00	\$ 706.00	\$ 3.00	\$ 1,059.00	\$ 2.00	\$ 706.00	\$ 2.00	\$ 706.00	\$ 2.00	\$ 706.00	\$ 8.00	\$ 2,824.00
16.	Rock Ditch Check	2	L.F.	\$ 4,000.00	\$ 8,000.00	\$ 1,250.00	\$ 2,500.00	\$ 800.00	\$ 1,600.00	\$ 150.00	\$ 300.00	\$ 600.00	\$ 1,200.00	\$ 661.00	\$ 1,322.00	\$ 634.00	\$ 1,268.00
17.	Seed, Fertilize and Mulch	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 5,800.00	\$ 5,800.00	\$ 4,400.00	\$ 4,400.00	\$ 7,247.00	\$ 7,247.00	\$ 5,700.00	\$ 5,700.00
Base Bid Total =				\$	1,200,652.60	\$	747,900.00	\$	785,463.00	\$	799,334.00	\$	805,672.00	\$	994,931.90	\$	1,147,388.70



BG CONSULTANTS
ENGINEERS · ARCHITECTS · SURVEYORS

April 23, 2024

Dan Merkh
Public Works Director
City of Edgerton
404 E Nelson
Edgerton, KS 66021

Re: Dwyer Sanitary Sewer Improvements
Edgerton, Kansas
22-1353L

Dear Dan:

The bid letting for the Dwyer Sanitary Sewer Improvements was conducted April 18, 2024. Six (6) bids were received. The bids ranged from \$747,900.00 to \$1,147,388.70. The engineer's opinion of probable cost for the project was \$1,200,652.60. Beemer Construction Co., Inc. submitted the low bid.

After reviewing the bid and discussing the project with City Staff, we are recommending that the City award the project to Beemer Construction Co., Inc. contingent upon KDHE approval. We have previous experience with the contractor. In our opinion, Beemer Construction Co., Inc. is qualified to complete this project.

Please find attached the bid tabulations for this project. If you have any questions or need additional information, please call.

Sincerely,

BG CONSULTANTS, INC.

David J. Hamby, P.E., CFM
Vice President

Attachments

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Beemer Construction Co., Inc.
606 S.E. Central Drive
Blue Springs, MO 64014-3311

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Edgerton Kansas
404 E. Nelson Street
Edgerton, KS 66021

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Dwyer Sanitary Sewer Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of April, 2024

(Witness)

Beemer Construction Co., Inc.

(Principal)

(Seal)

By:

PRESIDENT

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By:

C. LaVonne Engeman
Attorney-in-Fact

Surety Phone No. 847-605-6000



Bond Number: Bid Bond

Obligee: City of Edgerton Kansas

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint C. LaVonne Engeman, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

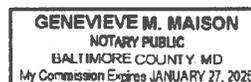
By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 10th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of April, 2024,



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**Addendum No. 1**

Project: Dwyer Sanitary Sewer Improvements Edgerton, Kansas BG Proj. No: 22-1353L
Date Issued: March 18, 2024
Bid Date & Time: April 18, 2024 @ 2:00 pm

The following items shall amend, or in case of conflict, supersede the contract documents for the above reference project:

Item 1 (PRE-BID MEETING):

A pre-bid meeting will be held on April 8, 2024, at 2:00 pm at Edgerton City Hall.

Item 2 (INSTRUCTIONS TO BIDDERS):

Add the following section to Instruction to Bidders:

24. BASIS OF AWARD OF THE CONTRACT

The award of the contract will be to the lowest responsive, responsible bidder.

Item 3 (PROPOSAL):

The following forms in "KDHE SRF CONTRACT PROVISIONS" shall be completed and included with the bid submittal:

- Kansas Act Against Discrimination
- Demonstration of Compliance with DBE Good Faith Efforts
- Certification Regarding Lobbying
- AIS Certification

Item 4 (CONTRACT DOCUMENTS):

The "KDHE SRF CONTRACT PROVISIONS" shall be added to the definition of "Contract Documents" as listed in Section GC-3 of the General Conditions.

The "KDHE SRF CONTRACT PROVISIONS" shall be added to the definition of "Contract Documents" as listed in Article II of the Contract.

Item 5 (CHANGE ORDERS):

All Change Orders to the project (scope changes affecting cost(s), design scope, and/or changes to the contract time period) must be submitted to KDHE for review and approval for SRF eligibility.

Item 6 (AMERICAN IRON AND STEEL REQUIREMENTS):

Per the SRF program requirements and loan agreement, this project must comply with the American Iron and Steel (AIS) requirements. The City is responsible for ensuring compliance with all SRF requirements, including AIS.

- The Consolidated Appropriation Act of 2014 includes an "American Iron and Steel (AIS)" requirement which requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) must use iron or steel products made in the United States for construction, alteration, maintenance, or repair projects when funded through an assistance agreement. Iron or steel products are made primarily of iron or steel and are permanently incorporated into the public water system or wastewater treatment works system. It is noted mechanical and electrical components and systems are not considered construction materials.
- Precast reinforced concrete products are defined as iron and steel products and must be produced in the USA and not just the reinforcing iron and steel used in the precast product. Construction iron and steel materials including all fasteners, galvanized, stainless and plain steel must conform



to the AIS requirements to be domestically produced. Construction material including reinforcing chairs, runners, bolsters, baskets, spacers, hangers, wire ties and form ties permanently cast in concrete must conform to the AIS requirements.

A draft list of items to be provided as part of the project, along with an indication of AIS applicability, has been attached to this addendum. Note that this list is not intended to be a comprehensive list of all items which will be installed on this project, and which require AIS certification. Other items may be installed and require certification. EPA American Iron and Steel guidance can be found at the following URL: <https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>.

Item 7 (PIPE MATERIAL):

Polypropylene Pipe meeting the requirements of Section 2502.2.H of the Kansas City APWA Construction and Material Specifications will be permitted as a substitute for the 18" PVC (PS 115) except for the sections between MH B-01 and MH B-02 and between MH B-04 and MH B-05.

Item 8 (TECHNICAL SPECIFICATIONS):

The Kansas City Metropolitan Chapter of the APWA Construction Specifications can be found at this link: <https://kcmetro.apwa.org/resources/specifications/>.

Sincerely,

BG Consultants, Inc.

David J. Hamby, P.E., CFM
Project Manager

Acknowledge Receipt of Addendum and include Addendum in proposal:



Contractor's Signature

Beemer Construction Co., Inc.

Company

PROJECT PLANS	Items Subject to AIS Requirements*
ITEM	DESCRIPTION
Cast-in-Place Concrete	
Reinforcement	Reinforcing steel bars (All sizes and grades), welded steel wire fabric, dowel and tie bars.
Forms	Steel wire and form tie left in the concrete.
Concrete Paving	
Formwork and Reinforcement	All reinforcing bars, ties, and welded wire fabric.
Sanitary Sewers	
Piping	All sizes and classes of ductile iron pipe coated and uncoated, also lined and unlined. All sizes and classes of cast iron pipe coated and uncoated, also lined and unlined.
Sewer Appurtenances	All appurtenance, joint connection with iron, steel components including associated bolts, rods and treaded rods or bands components.
Fittings	All sizes and classes of ductile iron or cast iron fittings lined or coated or plain.
Adapters/Couplings	All adaptor couplings/couplings, joint connections with iron, steel components incl. associated bolts rods and treaded rods or bands components.
Cleanouts/Wyes and Tees	All sizes and classes of ductile iron or cast iron fittings lined or coated or plain.
Blocking and Anchoring	All steel reinforcing/rods used with concrete blocking or anchorage and pipe supports.
Steel Casing	All steel casing for bored pipe section
Manholes	
Precast Concrete Manholes and Bases	All precast manholes, precast bases, precast tops, and all reinforcement and iron or steel in the precast items.
Cast-in-place Manholes and Bases	Reinforcing Bars (All sizes and grades) All kinds of steel chairs, runners, bolsters, spacers, hangers & steel wire ties and steel form ties.
Precast Manholes Adjustment Rings	Precast Adjustment Rings (all reinforcement, all rebars & welded wire)
Manhole cover, steps or ladder steps	Including all steel or iron rings and covers, steps/ ladder steps coated or painted.

*Note: This list of specific items is not intended to be a comprehensive list of all items which will be installed on this project and which require AIS certification. Other items may be installed and require certification. EPA American Iron and Steel guidance can be found at the following URL:
http://water.epa.gov/grants_funding/aisrequirement.cfm



Addendum No. 2

Project:	Dwyer Sanitary Sewer Improvements Edgerton, Kansas	BG Proj. No:	22-1353L
Date Issued:	April 10, 2024		
Bid Date & Time:	April 18, 2024 @ 2:00 pm		

The following items shall amend, or in case of conflict, supersede the contract documents for the above reference project:

Item 1 (EXPLORATORY TEST PITS):

The City is going to dig two exploratory test pits located near Manhole A-27 and Manhole B-03. The test pits will be open and available for viewing on the afternoon of Monday, April 15 at 1:00 pm. Those interested in viewing the test pits should meet on Edgerton Road approximately 500' south of 207th Street at that time to walk to the sites with City Staff. Please RSVP with Holly Robertson (hrobertson@edgertonks.org, 913-424-3621) if you plan to attend.

Item 2 (PRE-BID MEETING):

A pre-bid meeting was conducted on April 8. A sign in sheet and meeting notes are attached.

Item 3 (RESTRAINED JOINT PIPE):

The restrained joint pipe shall be 18" PVC (C900 DR18 RJ).

Sincerely,
BG Consultants, Inc.

David J. Hamby, P.E., CFM
Project Manager

Acknowledge Receipt of Addendum and include Addendum in proposal:

Contractor's Signature

Beemer Construction Co., Inc.
Company

PRE-BID MEETING

Date: April 8, 2024, 2:00 PM

Project: Dwyer Sanitary Sewer Improvements

Project No.: 22-1353L

Bid Letting Date and Time: April 18th, 2:00 PM

MEETING NOTES

PROJECT DESCRIPTION

IMPORTANT INFORMATION

- Bidders must be registered as a plan holder with Drexel.
- Submit entire project manual book with bid.
- The KDHE forms must be completed and submitted with the bid.
- Project is subject to Davis Bacon wage rates.
- The project is subject to the KDHE SRF Contract Provisions.
- The project is subject to the BNSF Pipeline License Agreement.
- The project is subject to KPC Encroachment Agreement.
- An addendum will be issued prior to the bid date with any necessary information.

QUESTIONS RECEIVED/CHANGES NOTED:

- Pipe material in cased bore: 18" C900 DR18 Restrained Joint
- Cathodic protection: Designed by Kansas Professional Engineer to protect casing.
- No geotechnical report was completed, arrangements can be made with City for contractor excavations.
- The City will pay BNSF for the Observation fees. Contractor to minimize need for flagger.
- Casing size is 26". Changing the size will require BNSF approval. City preference is to maintain 26" casing size.
- US Fish & Wildlife Service has indicated that clearing is not restricted due to the Northern Long Eared Bat.

ADDITIONAL QUESTIONS RECEIVED AT MEETING:

- Does the Contractor need Railroad Insurance? (The Contractor should provide insurance as listed in Sections 15.1, 15.2 and 15.3 of the BNSF Pipeline License Agreement and in accordance with the Contract Documents. The City has paid BNSF for the Railroad Protective Liability Insurance.)
- What is the backfill under Edgerton Road? (Type AA compaction, flowable fill not required)
- How will rock excavation be handled, if encountered? (All excavation is unclassified per General Note x)
- Does the City have a location for tree disposal? (No)



Addendum No. 3

Project: Dwyer Sanitary Sewer Improvements
Edgerton, Kansas
Date Issued: April 17, 2024
Bid Date & Time: April 18, 2024 @ 2:00 pm

BG Proj. No: 22-1353L

The following items shall amend, or in case of conflict, supersede the contract documents for the above reference project:

Item 1 (EXPLORATORY TEST PITS):

The City dug two exploratory test pits located near Manhole A-27 and Manhole B-03. The test pit reports are attached for your use. This information is provided for information only. The Contractor should review General Note x on Sheet 2 of the plans. All excavation shall be unclassified.

Item 2 (CATHODIC PROTECTION):

The Contractor can assume that anode beds will be an acceptable method of providing cathodic protection for the steel casing under the Railroad.

Item 3 (SITE ACCESS):

The access to the east and west sides of the railroad will be obtained by using the existing easements and City owned property. The Contractor has the option of working with the affected property owners to gain alternate access.

Sincerely,
BG Consultants, Inc.

David J. Hamby, P.E., CFM
Project Manager

Acknowledge Receipt of Addendum and include Addendum in proposal:

Contractor's Signature

Brunner Construction Co., Inc.
Company

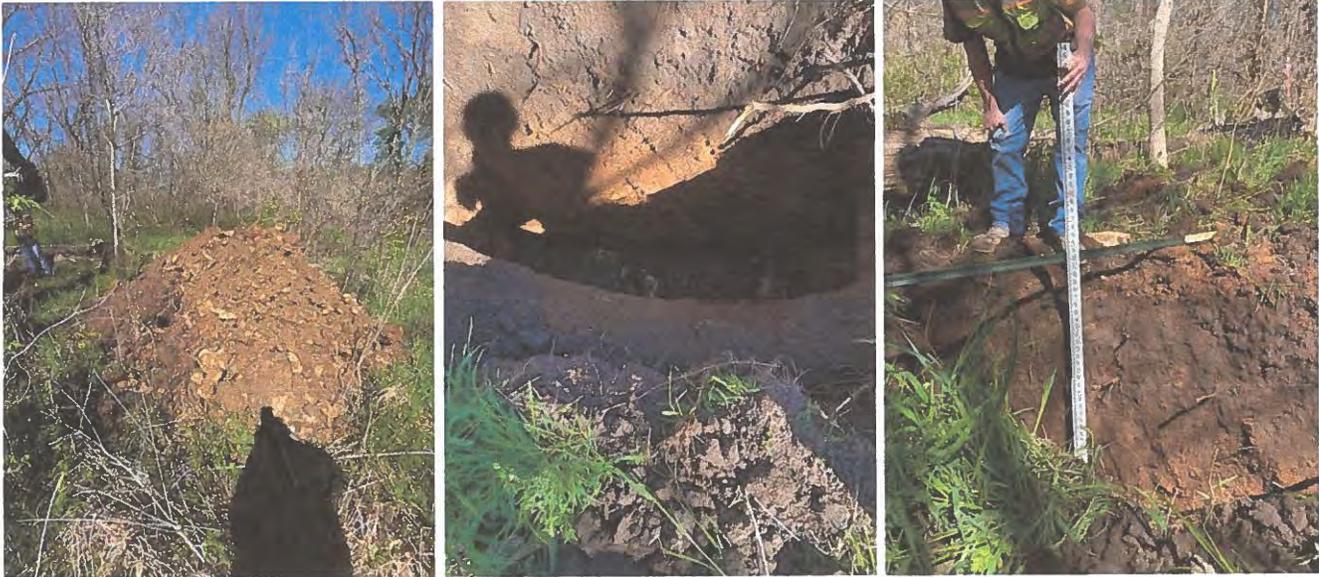
Test Pit Excavation for Dwyer Sanitary Sewer (East Side)

April 12, 2024

Test Pit Log and Photos at 16 feet SE of existing manhole MH A-27

Test Pit Log:

Depth Range	Description	Material
0 – 2 ft	Dk. Gray with limestone floaters/stringers	Clay
2 – 6 ft	Brown	Clay
6 – 8 ft	Light Brown	Clay
8 – 10 ft	Light Brown and Tan, weathered limestone fragments within this zone, easily excavated with a mini excavator. Rock pieces were less than 6 inches thick.	Clay with discontinuous weathered Limestone



Test Pit Excavation for Dwyer Sanitary Sewer (West Side)

April 15, 2024

Test Pit Log and Photos at ~20 feet SE of planned manhole MH B-03

Test Pit Log:

Depth Range	Description	Material
0 – 7 ft	Dk. Gray, wet	Clay
7 – 9 ft	Brown	Clay
9 – 9.5 ft	Light Brown and Tan, weathered limestone fragments within this zone. Rock pieces were less than 6 inches thick.	Clay with discontinuous weathered Limestone



City Council Action Item

Council Meeting Date: May 23, 2024

Department: Public Works

Agenda Item: Consider a Professional Services Agreement with George Butler Associates, Inc. (GBA) to Provide Construction Administration and Observation Services for the Dwyer Sanitary Sewer Improvements Project and Authority for contingency for Construction Inspections

Background/Description of Item:

On August 11, 2022, Edgerton City Council approved the recommendation of the Planning Commission to approve an application for a Planned Unit Development (PUD) for Dwyer Farms.

On September 22, 2022, City Council approved the contract with BG Consultants for the design of the project.

The wastewater infrastructure needed to serve Dwyer Farms includes three sites. The scope of Site 1 includes the extension/installation of sanitary sewer pipe to serve the development project of Dwyer Farms and future development within the same watershed. Earlier this evening Council was presented with the award for the construction of this Site. Project Sites 2 and 3 have not been fully scoped and have not yet been bid for design and construction but will be brought to Council at a later date.

Due to the complexity of funding sources, utilities, railroad encroachment, and reporting requirements of this project, City Staff solicited requests for qualifications to consultants to provide construction administration and observation services for the sewer extension.

Requests for Qualifications were sent out beginning April 10, 2024 and due May 2nd, 2024. City Staff hosted a pre-submittal meeting on April 22nd for interested parties. A total of two (2) submissions were received and reviewed by the selection committee (City Engineer, Public Works Director, and CIP Project Manager). After review and discussion the selection committee recommends George Butler and Associates, Inc. (GBA) as the best, most qualified team for the project. The selection committee recommends the team based on their existing experience providing these specific services to municipalities both of similar size and larger populations as well as their project resumes. Notably, GBA has an exceptional record of administering State Revolving Fund (SRF) projects, Davis-Bacon Wage Rate, Build America Buy America (BABA) and American Iron and Steel (AIS) requirements.

City Staff recommends utilizing GBA for Construction Administration and Observation Services of the construction associated with the Dwyer Sanitary Sewer Improvement Project. Selection of GBA will align with the start date for the project. City Staff and GBA will utilize the standard Professional Services Agreement approved by the City Attorney. The Agreement provides a scope of work to include such services as performing inspections, notification of the City of any significant issues/changes to the plans, providing detailed reports of construction activity, reviewing testing reports and pay estimates, etc. The Agreement also includes administration of required SRF provisions includes wage rate interviews, Davis-Bacon, BABA, and AIS documentation. The Agreement is structured similar to the Agreement for City Engineer services where the City is only billed for actual hours of work performed. As with prior projects, GBA provided an estimate for the project (\$105,418), staff recommends including a City-controlled \$20,000 contingency for this project to account for the complexity of the project, multiple parties, and different funding sources involved. The provided estimate and contingency are within the project budget.

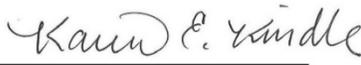
The Agreement is the City's standard agreement approved by City Attorney.

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

Funding Source: KDHE State Revolving Loan Fund (short-term) and Rural Housing Incentive District (RHID) (long-term)

Budget Allocated: \$5,000,000

Finance Director Approval:

x 

Karen Kindle, Finance Director

Agenda Item: Approve a Professional Services Agreement with George Butler Associates, Inc. (GBA) to Provide Construction Administration and Observation Services for the Dwyer Sanitary Sewer Improvements Project in the amount of \$105,418 plus authority for \$20,000 contingency for construction inspection.

Enclosed: Professional Services Agreement with George Butler and Associates, Inc. for Dwyer Sanitary Sewer Improvements Construction Phase Services

Prepared by: Holly Robertson, PE – CIP Project Manager

**PROFESSIONAL
SERVICES
AGREEMENT
CONSULTANT-CLIENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day _____, _____ (the "Effective Date") by and between GEORGE BUTLER ASSOCIATES, INC., party of the first part, (the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (the CLIENT).

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Professional Services for the following improvement/services (hereinafter referred to as the "Project"):

Dwyer Sanitary Sewer Improvements Construction Phase Services

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by **Exhibit 1** of this Agreement.
- 1.2 "Agreement" means this contract and includes change orders issued in writing.
- 1.3 "CLIENT" or "Client" means the City of Edgerton.
- 1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.
- 1.5 "Contract Documents" means those documents so identified in the Agreement for this Project.. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.
- 2.2 GENERAL DUTIES AND RESPONSIBILITIES
 - 2.2.1 **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name: Jacob Cox
Address: 9801 Renner Blvd
Lenexa, KS 66219
Phone: 913 577-8226

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement, as specifically provided in **Exhibit 2**.
- 2.2.5. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.6. **Endorsement:** When applicable, the CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.7. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.8. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for five (5) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. CONSULTANT'S review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that CONSULTANT is able to fully understand the project requirements.

- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Holly Robertson
Address: 404 East Nelson
Edgerton, KS 66021
Phone: 913-893-6231

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one (1) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Reimbursable Expenses:** Reimbursable expenses shall be charged following approval by CLIENT. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT.
- 4.1.4. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and (1) percent per month.
- 4.1.5. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 3. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

- 4.1.6. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT, but only upon giving notice to CLIENT of the alleged breach and providing CLIENT thirty (30) days to cure such alleged breach.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as

otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents.

5.4.2. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused by: (i) CONSULTANT'S breach of this Agreement; (ii) incurred as a result of the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT

shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.10 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.11 SEVERABILITY CLAUSE

5.11.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.12 FIELD REPRESENTATION

5.12.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.13 HAZARDOUS MATERIALS

5.13.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.14 AFFIRMATIVE ACTION

5.14.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.15 SPECIAL PROVISIONS

5.15.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 4**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day of _____, 20__.

CONSULTANT:

CLIENT:

(Firm Name)

**City of Edgerton,
Kansas**

By: _____

By: _____

Printed Name: Gary S. Beck

Printed Name: _____

Title: Vice President

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES



May 16, 2024

Holly Robertson
CIP Project Manager
PO Box 255
404 East Nelson Street
Edgerton, KS 66021

SUBJECT: Dwyer Sanitary Sewer Improvements Construction Phase Services
Authorization of Services

Holly,

Per your request of these services, please review the scope below:

PURPOSE AND OBJECTIVES

This project consists of assisting the City of Edgerton, KS during the construction of the Dwyer Sanitary Sewer Improvements project designed by others. The City of Edgerton has directed George Butler Associates, Inc. (GBA) to provide full-time construction inspection services during the construction of this project.

Task 1 Project Administration

\$7,372

- a. Invoices. Prepare and submit monthly invoices for the completed work.
- b. Project Management. Attend biweekly project meetings. Project meetings will include a maximum of six (6) project meetings.

Task 2 Construction Phase

\$95,946

- a. Pre-Construction. GBA will attend the Pre-Construction conference. It is expected that design questions, plan interpretations, and requests for information (RFIs) will be fielded by others.
- b. Shop Drawing Review. GBA will conduct a preliminary review the shop drawings for conformance with the design plans and technical specifications. The final review and approval shall be completed by others.
- c. Construction Observation. Provide full-time construction observation by a qualified resident project representative (RPR) as necessary to confirm compliance with Kansas Administrative Regulation 28-16-55 and to confirm that the completed project will conform to the project drawings and specifications. Immediately report to the City work that does not conform to the project documents. The resident construction observer will be qualified to perform the

necessary duties. This task shall include support for the RPR from the project management team. GBA will provide on-site observation for 40 hours per week for 12 weeks. Included with the RPR duties is up to two (2) on-site wage rate interviews.

- d. Change Order Assistance. GBA will assist with Change Order coordination between the contractor and other parties. GBA will prepare up to two (2) change orders. Design clarifications for change orders will be provided by others. Changes to the design that result from a change order will be provided by others.
- e. Application for Payment Review. GBA will provide reviews for up to six (6) application for payments from the contractor for accuracy. No more than two (2) reviews per application will be completed. Review will include assistance in review and submittal of additional documentation for Davis-Bacon Wage provision requirements and Buy America Build America (BABA) requirements.
- f. Final Acceptance. GBA will include up to two (2) final acceptance inspection site visits.
- g. Record Drawings Assistance. GBA will assist the design consultant with review of record drawings. GBA will perform up to two reviews of the record drawings.

Expenses - Mileage

\$2,100

TOTAL FEES FOR TASKS 1-2 and Expenses = \$105,418

ASSUMPTIONS AND EXCLUSIONS

1. The hours that the Resident Project Representative (RPR) will be on site are based on completion of all work in 12 weeks. Additional time beyond the 12 weeks anticipated construction period is not included in the scope of this project.
2. The project was designed by others and design issues that may arise during construction will be resolved by others. Delays or extra time needed by observers or GBA project management will result in a change of scope.
3. Contractor shall coordinate site access issues and develop traffic control plans, if necessary, as indicated in the project contract documents.
4. No survey of final structures for record drawing. Record drawings will be created from contractor notes created during construction.
5. Requests for Information (RFI)s will be completed by others.

SCHEDULE

Anticipated schedule: June 2024 through the end of September 2024

BASIS OF PAYMENT

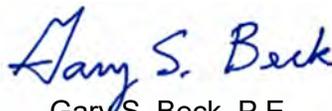
This letter of agreement and standard billing rates is subject to the terms of the Professional Services
GBA will invoice monthly based upon Time and Expense incurred for the work tasks listed above.

Please give me a call or send me an email if you have any questions or comments regarding this or any
other project related issues. Please sign and return this letter of agreement for our records.

Sincerely,

GEORGE BUTLER ASSOCIATES, INC.

Jacob Cox, P.E.
Project Manager



Gary S. Beck, P.E.
Vice President

We hereby approve the provisions set forth above in the Authorization of Services dated this _____
day of _____, 2024.

By: _____

Title: _____

EXHIBIT 2

CITY OF EDGERTON, KS INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES - 2020

Consultant shall procure and maintain at its sole cost and expense, the following insurance coverage for the duration of the project and for a period of at least two (2) years (five years for professional liability insurance) following termination of this agreement, with minimum acceptable limits as follows:

(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. Endorsements or policy provisions that limit contractual liability are not acceptable. 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, copies of which are required to be attached to the certificate of insurance.

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 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. Firms domiciled outside the state of Kansas must have "other states" coverage in effect.

(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS

\$1,000,000 Per Claim

\$2,000,000 Aggregate

This coverage, shall apply to actual or alleged negligent wrongful acts, errors or omissions resulting in claim(s) for damages related to the work involving the operations of Consultant, and/or its sub-Consultant(s) if any are utilized in the completion of the work. If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work set forth in the Agreement. This insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after termination of this Agreement. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting period" (tail) coverage for a minimum period representing at least Five (5) years after termination of this agreement.

CITY OF EDGERTON, KS
INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES – 2020, CONT'D

(4) WAIVER OF SUBROGATION

Consultant, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, officials, employees, and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(5) CERTIFICATE OF INSURANCE

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant'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. 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 Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(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 acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self insured

losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant 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. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/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.

EXHIBIT 3
COST AND SCHEDULE

FEE ESTIMATE

Dwyer Sanitary Sewer Improvements Construction Phase Services

5/16/2024

City of Edgerton, KS

Task	Task Description	Principal \$290.00	Prof Leader \$217.00	Senior AES \$198.00	Specialist \$172.00	Const Insp 3 \$135.00	Admin 1 \$105.00	Hours	Fee
0001	Project Administration								
a.	Invoices			12			6	18	\$3,006.00
b.	Project Management (4 Progress Meetings)	2	2	8	4	8		24	\$4,366.00
TOTAL TASK 0001		2	2	20	4	8	6	42	\$7,372.00
0002	Construction Phase								
a.	Pre-Construction Conference				3	2		5	\$786.00
b.	Shop Drawing Review			4	4	4		12	\$2,020.00
c.	Construction Observation - Full Time for 12 weeks		4	40	16	480		540	\$76,340.00
d.	Application for Payment Reviews (6)/SRF Documentation		2	12	4	8		26	\$4,578.00
e.	Change Order Assistance (2)			8		6		14	\$2,394.00
f.	Final Acceptance		2	6	6	16		30	\$4,814.00
g.	Record Drawings Assistance		2	8	8	12		30	\$5,014.00
TOTAL TASK 0002		0	10	78	41	528	0	657	\$95,946.00
EXPN									
a.	Mileage								\$2,100.00
TOTAL EXPENSES									\$2,100.00
TOTAL CLASSIFICATION HOURS		2	12	98	45	536	6	699	\$105,418.00
TOTAL CLASSIFICATION FEE		\$580.00	\$2,604.00	\$19,404.00	\$7,740.00	\$72,360.00	\$630.00		
							TOTAL FEE	699	\$105,418.00

Work Tasks NTP: June 15, 2024		2024				
		May	Jun	Jul	Aug	Sep
0001: Project Administration						
a.	Invoices					
b.	Project Management					
0002: Construction Phase						
a.	Pre-Construction Conference					
b.	Shop Drawing Review					
c.	Construction Observation - Full Time for 12 weeks					
d.	Application for Payment Reviews (6)/SRF Documentation					
e.	Change Order Assistance (2)					
f.	Final Acceptance					
g.	Record Drawings Assistance					
0003: Expenses						
	Mileage					

EXHIBIT A
GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS / ARCHITECTS / SURVEY
STANDARD HOURLY RATES - EFFECTIVE JANUARY 20, 2024

Employment Classification	Hourly Rate
Senior Vice President	290.00
Vice President	290.00
Principal	290.00
Senior Associate	266.00
Director of AES	266.00
Associate	245.00
Senior Lead AES	245.00
Senior Specialist	245.00
Project Leader	217.00
Lead AES	217.00
Specialist	172.00
Senior AES	198.00
Senior Technician	166.00
Project AES	172.00
Project Technician	136.00
Design AES	155.00
Design Technician	125.00
Staff AES	137.00
Staff Technician	110.00
Senior Construction Inspector	165.00
Construction Inspector 5	145.00
Construction Inspector 4	135.00
Construction Inspector 3	125.00
Construction Inspector 2	115.00
Construction Inspector 1	100.00
Senior Field Technician	152.00
Field Technician 4	136.00
Field Technician 3	120.00
Field Technician 2	105.00
Field Technician 1	95.00
Senior Survey Specialist	275.00
Senior Professional Land Surveyor	167.00
Professional Land Surveyor	157.00
Land Survey Ops Specialist	172.00
Senior Survey Technician	152.00
Land Survey Field Specialist	146.00
Client Management Coordinator	150.00
Project Administrator	115.00
Senior Administrative Assistant	115.00
Administrative Assistant	105.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Real Time Kinematic Global Positioning System Equipment (RTK)	60.00 per hour
Nuclear Density/Soil Testing Equipment	50.00 per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown (effective January 1, 2024):

Company Pick-up Truck	0.670 per mile
Personal and Company Cars	0.670 per mile

EXHIBIT 4
SPECIAL PROVISIONS

City Council Action Item

Council Meeting Date: May 23, 2024

Department: Public Works

Agenda Item: Consider Resolution No. 05-23-24A Approving A Five-Year/ City/County Street Improvement Program 2025-2029.

Background/Description of Item:

Each year, the cities in Johnson County are invited to submit projects to be considered for the five-year city/county street improvement program through the County Assistance Road System (CARS) program. The CARS program provides funds to the cities of Johnson County to construct and maintain their major arterial roadways.

Using a scoring system, Johnson County selects and allocates funds. The County pays 50% of the project's construction and construction inspection costs. Cities are responsible for design, right-of-way, and utility relocation cost. Types of projects eligible for the CARS program are: Capacity Improvements (additional lanes), Major Maintenance (overlays, patching), System Management (intersection improvements, traffic signals, turn lanes, etc.), Bridge (replacement or rehabilitation), and Route Enhancements (sidewalk, bike paths, street lighting, etc.)

Prior to Logistics Park Kansas City (LPKC), the City of Edgerton frequently did not participate in the CARS program due to the local match requirement to receive funding. With new sources of revenue available from LPKC and surrounding development, the City of Edgerton has identified potential projects to be submitted for consideration of the next annual 5-year CARS program. Staff is working with the City Engineer/BG Consultants to provide detailed project cost estimates and scopes for these projects. This additional information will be submitted with the CARS 2025-2029 Program Submission. Both projects are funded in the 2024-2028 Capital Improvement Program (CIP). The five-year City/County plan has flexibility to move projects throughout the plan years, as well as addition or removal of projects. For both projects the City portion will be funded by RHID.

During the 2024-2028 CARS Program Submission, City Staff included the East Nelson Streetscape between East 4th and E 3rd as the 2025 project. As part of The Greenspace Project construction award City Council approved an alternative to include the East Nelson Streetscape as part of the Combes Construction scope of work. Since this project is being completed outside of the CARS Program, the 2025 project will be removed from the 2025-2029 CARS Program Submission.

2026 West 8th Street: W Braun/207th St to South City Limits Project

As part of this project the existing gravel road section will be removed and replaced with concrete to accommodate the increased traffic volume in the area. As well this project will include improved traffic flow and truck traffic movement, addition of sidewalk/trail, stormwater, and other supporting infrastructure, as necessary.

2027 West Braun/207th Street: W 8th Street east to Grade Separation Project Limits

As part of this project the existing asphalt road section will be removed and replaced with concrete to accommodate the increased traffic volume in the area. As well this project will include improved traffic flow and truck traffic movement, addition of sidewalk/trail, stormwater, and other supporting infrastructure, as necessary.

2024 CARS Eligible Routes

CARS Minor Routes are defined by Average Daily Traffic (ADT) counts for both urbanized areas with at least 3500 vehicles and areas outside the traditional urbanized areas with at least 1500 vehicles.

Please find enclosed with the packet draft Resolution No. 05-23-24A, map of the location of the 2025-2029 CARS project, and CARS Form A for each project CARS submission.

City Attorney has not reviewed the ordinance, any revisions will be made prior to the final submission to the County.

Related Ordinance(s) or Statue(s):

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 05-23-24A Approving A Five-Year City/County Street Improvement Program

Enclosed: Draft Resolution No. 05-23-24A
Map of Projects
West 8th Street: W Braun St to South City Limits – CARS Form A
W Braun Street: W 8th St to Grade Separation Construction Limits – CARS Form A

Prepared by: Holly Robertson, PE – CIP Project Manager

RESOLUTION NO. 05-23-24A

A RESOLUTION OF THE CITY OF EDGERTON, KANSAS APPROVING A FIVE-YEAR CITY/COUNTY STREET IMPROVEMENT PROGRAM

WHEREAS, the City is desirous of obtaining County funds for certain street improvement projects within the City; and

WHEREAS, in order to have projects considered for the 2025-2029 CARS Program by the Johnson County Board of Commissioners, the Governing Body is required to submit a written five-year road improvement program request; and

WHEREAS, all such requests must be accompanied by a resolution which provides that included projects have been reviewed and approved by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, that the attached Five-Year City/County Street Improvement Program of the City of Edgerton has been reviewed and approved for submittal to the Johnson County Board of Commissioners as the City's 2025-2029 CARS Program request. This Resolution will become effective upon its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 23rd DAY OF MAY 2024.

ATTEST:

CITY OF EDGERTON, KANSAS

Alexandria Clower, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

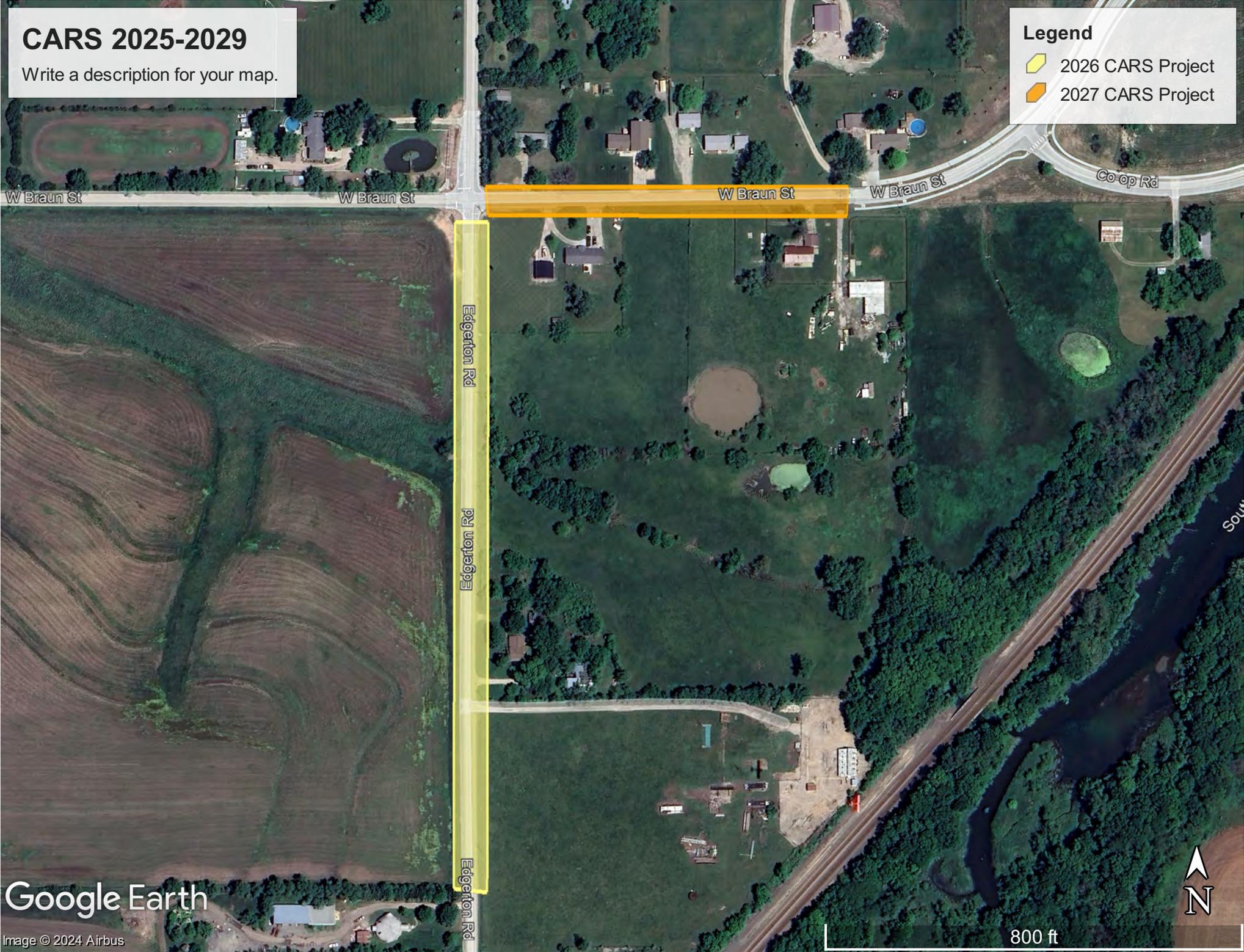
Lee W. Hendricks, City Attorney

CARS 2025-2029

Write a description for your map.

Legend

-  2026 CARS Project
-  2027 CARS Project



Google Earth

Image © 2024 Airbus



800 ft

CARS Form A
2025-2029 Project Application for the
County Assistance Road System (CARS) Program

Submit one form for each project.

Submitting city _____ City priority ranking _____
 Project location _____
 Joint project with _____ Administering city _____
 Contact name and title _____
 Estimated project schedule: Start date (mm/yy) _____ Completion date (mm/yy) _____
 Current Average Daily Traffic (ADT) _____ Year _____ Accident history (Prior 3 years) _____
 Project type _____ Sufficiency rating (bridge projects) _____
 Level of Service (LOS) [System Management projects only] _____ Pavement condition _____

Description of existing infrastructure/deficiencies (If it is a street, include the number of lanes, pavement width, pavement type, and other infrastructure to be improved/replaced.)

Description of proposed improvements (If it is a street, include the number of lanes, pavement width, pavement type, and other infrastructure to be improved/ replaced.)

Total Project Cost Calculation

	Design
	Right-of-way acquisition
	Utility relocation
	Other project costs
	Construction
Construction engineering (including testing services)	
	Total Project Cost

Net CARS Eligible Cost Calculation

Total reimbursable project cost	Construction+Construction engineering from above
Federal Aid funding	
State Aid funding	
Other non-Johnson County-city funding	
	Net CARS eligible costs

CARS FUNDING REQUEST:

NOTE: CARS funding request must be equal to or less than 50% of the Net CARS Eligible Costs above.

<u>Funding participation by other</u>	City name: _____	Funding: _____
<u>Johnson County Cities</u>	City name: _____	Funding: _____

CARS Form A
2025-2029 Project Application for the
County Assistance Road System (CARS) Program

Submit one form for each project.

Submitting city	City priority ranking
Project location	
Joint project with	Administering city
Contact name and title	
Estimated project schedule: Start date (mm/yy)	Completion date (mm/yy)
Current Average Daily Traffic (ADT) Year	Accident history (Prior 3 years)
Project type	Sufficiency rating (bridge projects)
Level of Service (LOS) [System Management projects only] ____	Pavement condition

Description of existing infrastructure/deficiencies (If it is a street, include the number of lanes, pavement width, pavement type, and other infrastructure to be improved/replaced.)

Description of proposed improvements (If it is a street, include the number of lanes, pavement width, pavement type, and other infrastructure to be improved/ replaced.)

Total Project Cost Calculation

	Design
	Right-of-way acquisition
	Utility relocation
	Other project costs
	Construction
Construction engineering (including testing services)	
	Total Project Cost

Net CARS Eligible Cost Calculation

Total reimbursable project cost	Construction+Construction engineering from above
Federal Aid funding	
State Aid funding	
Other non-Johnson County-city funding	
	Net CARS eligible costs

CARS FUNDING REQUEST:

NOTE: CARS funding request must be equal to or less than 50% of the Net CARS Eligible Costs above.

<u>Funding participation by other</u>	City name:	Funding:
<u>Johnson County Cities</u>	City name:	Funding:

City Council Action Item

Council Meeting Date: May 23, 2024

Department: Safety Committee

Agenda Item: Consider Resolution No. 05-23-24B Updated Edgerton Employee Safety Manual

Background/Description of Item: At the previous City Council meeting on May 9th, 2024 the governing body received a draft of the updated Edgerton Employee Safety Manual with a memo that included the updates to give governing body members time to review before considering approval of the updated safety manual.

The Safety Committee is made up of a representative from each department throughout the City, including a department head representative. In the interest in continuing to prioritize the safety and well-being of employees the Safety Committee worked with City management and the City's attorney to make these updates to the employee safety manual.

The updated draft safety manual concisely covers topics that relate to all employees. These revisions are to enhance the existing framework of protocols and procedures to ensure all City employees have a safe workplace environment.

If approved by City Council, Safety Committee and management staff will begin updating current employees on changes from the previous manual and any new staff will receive this manual in their employee onboarding process.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 05-23-24B Updated Edgerton Employee Safety Manual

Enclosed: Draft Resolution No. 05-23-24B
Draft Updated Safety Manual including a Governing Body Adoption Statement

Prepared by: Brittany Paddock, Recreation Superintendent/Safety Committee Representative

RESOLUTION NO. 05-23-24B

A RESOLUTION APPROVING THE UPDATED EDGERTON EMPLOYEE SAFETY MANUAL.

WHEREAS, the City Council of the City of Edgerton, Kansas wishes to provide a safe and healthy work environment for all City employees; and

WHEREAS, City Staff and the City Attorney has determined that these updates will enhance the existing frameworks of protocols and procedures; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS that the City hereby authorizes the adoption of the updated Edgerton Employee Safety Manual

SECTION ONE: EFFECTIVE DATE This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 23RD DAY OF MAY, 2024.

ATTEST:

CITY OF EDGERTON, KANSAS

Alexandria Clower, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

TABLE OF CONTENTS

MANAGEMENT COMMITMENT AND INTRODUCTION	2
GOVERNING BODY ADOPTION STATEMENT	3
EMPLOYEE STATEMENT OF AGREEMENT AND UNDERSTANDING	4
LOSS CONTROL AND SAFETY COMMITTEE	5
EXPOSURE CONTROL PLAN- BLOOD BORNE PATHOGENS	7
CHEMICAL SAFETY	9
DRIVING POLICIES	11
EMERGENCY PROCEDURES	14
SAFETY CONCERN REPORTING	15
FIRST AID	18
PERSONAL PROTECTIVE EQUIPMENT	19
ACCIDENT REPORT PROCEDURES	20
ACCIDENT INVESTIGATION PROCEDURES	
APPENDICES	22
Accident Investigation Report Form (<i>APPENDIX A</i>)	26
Vaccination Declaration Form (<i>APPENDIX B</i>)	29

MANAGEMENT COMMITMENT AND INTRODUCTION

Every employee of the City of Edgerton has the right to a workplace free from safety and health hazards. Furthermore, Kansas Municipal Insurance Trust (KMIT) believes that most accidents can be prevented. This program provides the framework and structure for safety concerns to be managed like any other function of government through planning, organization, leadership, training and communication. The City of Edgerton is committed to maintaining a safe and healthy work environment for every employee and the citizens we serve, through the safe delivery of quality services.

This manual has been prepared in consultation with staff to provide personnel with a comprehensive set of written safety policies and procedures. We are also committed to reviewing the Safety Manual as necessary to ensure it reflects the City's best and safest practices. Additional safety materials specific to individual departmental operations may be provided from time to time.

These policies and procedures have been developed and are expected to be followed in an effort to minimize incidents in all departments and agencies. Every employee will be expected to review and acknowledge their commitment to maintaining a safe work environment.

Safety is no accident.

GOVERNING BODY ADOPTION STATEMENT

The governing body and City Administrator for the City of Edgerton realize that employees are one of our most valuable assets. In order to protect our employees, our property, and ultimately our financial stability, this organization fully supports the loss prevention efforts of the executive management. Management is fully aware of all pertinent and applicable federal, state laws, rules, regulations or ordinances, the authority for development, implementation, monitoring, and revision of the loss control program is placed with the City Administrator, or designee.

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS
THIS _____ DAY OF _____, 20____.**

Donald Roberts, Mayor

Alexandria Clower, City Clerk

EMPLOYEE STATEMENT OF AGREEMENT AND UNDERSTANDING

I have received a copy of the City of Edgerton Employee Safety Manual. I understand it is my responsibility to review the manual and become familiar with the proposed safety procedures and to ask questions if they arise.

I also understand and agree to abide by all recognized federal and state safety rules, regulations, and laws as well as departmental safety policies, rules or procedures. Failure to abide by the policy set forth may be grounds for discipline up to and including termination.

The following are some basic rules to follow to help each employee enjoy a safe and healthy workplace.

- Observe the task to ensure it is safe before you start work.
- Have the proper tools in good working condition.
- Wear proper safety equipment.
- Stay alert and watch for changing conditions and situations.
- Make sure all employees know their responsibilities and what they are expected to accomplish.
- Take your time to avoid unnecessary risks and prevent overlooking hazards.
- Make sure all persons are aware of people and equipment in their working area.
- Make sure all equipment is properly locked and tagged out before servicing.
- Report any hazards immediately to your direct supervisor or designee.
- Keep work areas clean and free of clutter.
- Secure first-aid immediately and report injuries as soon as possible to your direct supervisor or designee.

EMPLOYEE SIGNATURE: _____ DATE: _____

LOSS CONTROL AND SAFETY COMMITTEE

The purpose of the City Safety Committee is to ensure safety is the highest priority among every employee. In an effort to promote a safe workplace, an employee representative from each department will meet at least monthly to review the City's safety priorities. When deemed appropriate, outside agencies may be invited to attend. The Safety Committee shall include one (1) staff member from each of the following service areas: Public Works, Utilities, Parks and Recreation, Community Development and Administration, as well as one (1) Department Head representative being assigned, as necessary. The committee will also discuss upcoming training opportunities; employee suggestions; injury prevention; changes in personnel or positions which require new training; personal protective equipment needs; changes to facilities or equipment which could impact safety; and to review any accidents that have occurred and how such accidents could be prevented in the future.

The following are the expected behaviors of every member of the Edgerton City Staff in promoting a safe and healthy workplace.

Department Heads will:

- Delegate appropriate responsibility and duties to supervisors.
- Provide supervisors with the training that they need to effectively encourage and manage safety in the workplace.
- Make accident prevention efforts a part of the total operation.
- Keep themselves and supervisors informed of safety risks and the newest approaches for accident prevention.
- Be alert to potential hazards by monitoring the workplace.
- Review accident reports and documentation of safety inspections.
- Consult with the City's loss control representatives and other outside authorities having jurisdiction.
- Communicate to City Staff that a successful accident prevention program requires everyone's cooperation.

Employees see supervisors as representatives of management. Therefore, supervisor's conduct and attitudes are critical to the success of any accident prevention program. Supervisors should have a thorough knowledge of the hazards of any operations within their departments. They must run their operations with a firm commitment to the principles that every accident is preventable, and that operating safely is operating efficiently.

Supervisors will:

- Provide or arrange for adequate basic job training and safety instruction for all employees they supervise. They will also maintain adequate documentation of all training activities.
- Provide or arrange for advanced training and safety instruction for more complex tasks and responsibilities. They will also maintain adequate documentation of advanced training activities.
- Be accountable for any preventable losses and liabilities that their employees cause.
- Implement all accident prevention policies and make certain that employees under their supervision understand and comply with them.
- Provide ongoing safety instruction for potential hazards, changes in equipment or work assignments, and new conditions that may adversely affect employees or the public.
- Continually monitor and evaluate work conditions and procedures to uncover and correct any conditions or practices that might result in an accident.
- Create an environment where employees are comfortable asking questions related to safety and training in addition to fostering an environment where employees are able to report any concerns with safety.
- Ensure the department has the necessary safety equipment and other protective devices for each job and communicate any needed equipment with their Department Head.
- Ensure employees are using safety equipment and other protective devices properly.

Employees are responsible for safety and accident prevention. The City of Edgerton expects all employees to demonstrate that they share the City's commitment to a safe and healthy workplace while preserving resources.

Employees will:

- Immediately report all accidents and injuries to their direct supervisor.
- Cooperate fully and assist in the investigation of accidents to identify correctable causes and prevent recurrences.
- Report to their supervisors any unsafe actions, practices, or conditions that they observe in the workplace.
- Learn and follow safe work practices while performing their assigned duties.
- Always keep work areas clean and orderly.
- Avoid behaviors that can distract coworkers from the safe performance of their job duties.

A copy of the City's Accident Investigation Report Form (*Appendix A*) is located in the Safety Manual and in each Accident Folder within every City vehicle.

EXPOSURE CONTROL PLAN – Blood Borne Pathogens

The City of Edgerton offers department specific vaccinations for employees who may be exposed to job-related risks. If an employee's job description requires any vaccines, the employee must complete a vaccine declaration form (Appendix B). This form will give you a selection to accept, decline, or state that you have already received a specific vaccination. An employee may choose to receive a vaccination at any time during their employment with the City, even if they initially declined. There is no cost to the employee for this protection. If the employee separates from employment with the City, voluntary or involuntary, the remaining vaccinations to be administered in a series will still be provided by the City should the former employee choose to continue to receive them. Should the former employee choose not to receive them, any future vaccinations will be at the employee's expense.

Any required vaccinations will be listed in the job description.

Work Practice Controls

- Personal Protective Equipment (PPE) - gloves, goggles, face masks, or any other needed items will be provided at no cost to employees.
- The most important work practice control is Universal Precautions, which is treating all blood and other potentially infectious body fluids as if they are infected.
- Employees should wash hands repeatedly during the work day. Wash thoroughly with soap and water, even between fingers, for 20 seconds. Rinse thoroughly and dry with a clean towel.
- Wear gloves any time there is a possibility of contact with contaminated items or surfaces. Wear gloves that fit tightly around the wrist. Bandage any cuts or broken skin before putting on gloves.
- When removing gloves, follow these steps:
 1. Use the gloved hand to remove the other glove from wrist to finger tips.
 2. Hold the removed glove with the gloved hand.
 3. Use the ungloved hand to remove the other glove from the inside.
 4. Place the first glove in the second glove.
 5. Discard used disposable glove.

DO NOT USE torn, peeling, or punctured gloves.

- Avoid eating, drinking, smoking, applying makeup or lip balm, or handling contact lenses in work areas where there is a likelihood of exposure to blood or other potentially infectious materials.

- All procedures should be conducted to minimize splashing, spraying, splattering, and generation of droplets of blood or other potentially infectious materials.

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CHEMICAL SAFETY

Not all chemicals are hazardous, but if household and workplace chemicals are used and not handled with care, they can pose many hazards. Such chemicals can be highly toxic, carcinogenic, flammable, and an irritant.

Labeling

Labels provide essential information and appear on cans, cylinders, barrels, drums, tanks, and boxes. Every container of a hazardous chemical, even common household chemicals such as pesticides, paints or cleaning products must have a label. It is the manufacturers' responsibility to analyze chemicals and provide accurate information.

Before handling, using, or storing chemicals, READ THE LABEL. All labels contain basic information. Labels use words, pictures, symbols or a combination to explain their product.

Pay attention to the chemical's physical hazards. This section will list in a word or two, such as "FLAMMABLE" or "EXPLOSIVE" which describes the physical hazard of the product. Usually, the label will contain a symbol describing the physical hazard.

Original labels on containers containing hazardous chemicals shall not be removed. Additionally, no containers which at any time contained hazardous chemicals should ever be reused. If a chemical is transferred into another, new container the label for the hazardous material contents must be changed to reflect the contents of the container. The label should include:

- Identity of the hazardous chemical(s).
- Appropriate hazard warnings including target organ effects.

Some labels may give you instructions on how to safely handle and store containers. A label might provide such information as:

- "use only in ventilated areas"
- "keep away from sparks, heat, and flame"
- "harmful if inhaled"

Some labels may report symptoms of exposure such as:

- "labored breathing"
- "headache"
- "nausea"

Some labels may report first aid instructions.

Don't depend on the label alone for protective information. See the Safety Data Sheets (SDS) which are provided by the manufacturer and should be easily accessible in each affected department.

To use chemicals properly follow this checklist for safety:

- Read and follow the instructions on the chemical label before starting any job.
- Verify that the (SDS) is available for the product.
- Never use any chemical that doesn't have a label on the container.
- Replace missing, dirty, or illegible labels.
- Direct any questions to the supervisor.
- Ensure you have the proper safety equipment to use the chemical.

Safety Data Sheets (SDS)

The City's Safety Committee will ensure the SDS sheets are current for all materials within city service areas. Each staff member will be responsible for obtaining and maintaining updated SDS sheets within their department.

Each staff member, supervisor, or designee who adds/replaces chemicals within their facility will update data sheets for new significant health/safety information. This person will see that any new information is passed on to the affected (locations or workplace).

Each facility must have maintained copies of SDS's for all hazardous chemicals to which employees of Edgerton may be exposed. A department specific list can be found in electronic format on the shared drive. A master copy will be maintained at City Hall by the City Clerk and be accessible to employees. SDS Sheets must be retained for a minimum of 30 years after last use.

If any staff member discovers that an SDS is not available or a new chemical is introduced to the area, they should contact their supervisor and ensure proper safety protocol is in place.

The City of Edgerton will rely on the evaluation performed by the chemical manufacturer, distributor, or importer for chemicals for safe handling and proper use.

DRIVING POLICIES

The purpose of this policy is to ensure all personnel driving City owned vehicles or equipment, or personnel driving a personal vehicle while conducting City business, follow certain minimum safety standards.

This policy for safe driving is in addition to any personnel policies of the City of Edgerton regulating the use of City vehicles and equipment. For additional driving guidelines please refer to the City's Personnel Manual.

General Procedures

- Only specifically authorized employees who possess a valid license or permit for the vehicle or equipment being used shall operate City-owned motor vehicles or personal-owned vehicles for City business.
- Daily vehicle inspections are required before operating city-owned vehicles or equipment.
- Before operating City vehicles, ensure Verizon Fleet Tracker is enabled and operating.
- Employees are prohibited from texting while driving, whether it be a City vehicle, City equipment or personal-owned vehicle being used for City business.
- Drivers shall know and obey all state and local motor vehicle laws applicable to the operation of their vehicle.
- The driver shall drive at safe speeds no greater than those posted and permitted by law. Traffic, road, and weather conditions shall also be given consideration in determining a safe speed.
- A driver shall not permit unauthorized persons to drive, operate, or ride in or on a City vehicle or equipment.
- Seat belts shall be used by all occupants.
- Employees shall not permit anyone to ride on the running boards, fenders, truck box or any part of the vehicle except on the seats.
- Employees shall not ride on any trailer.
- Employees shall not jump on or off vehicles in motion.
- Employees shall keep vehicle floorboards free of debris.
- Red flags shall be displayed on the extreme ends of loads which project four feet or more behind any vehicle.
- Yellow flashing beacon lights/hazard lights shall be visible and used on vehicles as required.

- Windows shall be cleared of ice/snow before vehicle operations. Care should be taken during snow removal operations to maintain a clear windshield for safe driving purposes.
- For snow removal operations, care should be taken to avoid snow blindness, including the use of sunglasses if necessary.
- All employees must be properly trained on use of specialized vehicles or equipment, and possess the requisite licensing, prior to operating them.

Inspection of Vehicle/Equipment

The driver shall determine that a vehicle/equipment is in safe condition before operating any vehicle/equipment. Each department is equipped with regulations/inspection guidelines for use of vehicle or equipment prior to operating.

Daily Operation Inspection to include the following:

- Engine
- Engine Oil
- Engine Coolant
- Horn
- Windshield/Wipers/Washers
- Mirrors
- Parking brake & Service brake
- Air Lines (only on equipped vehicles)
- Coupling Devices
- Tires, Wheels, Lugnuts
- Emergency Equipment
- Mileage

The driver shall report any defects that may have developed during the day. Items that affect the safe operation of the vehicle shall be repaired prior to continued vehicle operation.

Operation

The operator of a motor vehicle shall comply with all laws or ordinances pertaining to vehicle operation, such as:

- Clearly signal any intentions of turning, passing, or stopping.
- Upon a signal from an emergency vehicle approaching, the driver of a City vehicle shall follow local laws for yielding to emergency vehicles.

- Be prepared to stop and yield the right-of-way in instances when necessary to avoid an accident.
- Be courteous toward other operators and pedestrians. The vehicle shall be operated in a safe manner, and the driver shall yield the right-of-way to pedestrians and other vehicles in accordance with traffic laws and signage.
- Maintain sufficient distance behind other vehicles to safely stop the vehicle.
- A vehicles load shall not exceed the manufacturer's vehicle weight specifications, or weight restrictions imposed by law.

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EMERGENCY PROCEDURES

In the event a serious accident or emergency has occurred, call 911 immediately.

The developed emergency procedures are intended to be a general guideline by personnel in the event of an emergency and until necessary emergency personnel has arrived to give direction.

Each facility is equipped with internal procedures related to Tornado, Fire and Bomb Threats. These documents are to be reviewed periodically by employees to remain aware of evacuation procedures, designated assembly points and proper roles of staff and outside personnel during an emergency.

Each facility shall contain an emergency bag ("Go Bag") that will contain multiple safety items for a wide variety of emergencies, including minimal First Aid, CPR, Weather Events, etc. These bags also house the necessary procedures for emergency events as listed above, as well as an updated staff roll call list.

It is a priority in all emergencies to remain in contact with your supervisors and wait for direction from emergency personnel and/or supervisor during an emergency event.

The Safety Committee's goal is to keep everyone safety aware and will conduct drills to review emergency procedures.

SAFETY CONCERN REPORTING

Initial Reporting

*If the situation is an emergency, please call 9-1-1 immediately and then directly following, report the situation to your supervisor.

Staff Member:

- 1) Staff members shall report safety concerns to their immediate supervisor, who then sends an email with the safety concern to the Safety Committee email and the management team point person.
- 2) If the staff member is uncomfortable reporting their concern to their supervisor, they can email the safety committee, directly speak with a member of the safety committee, or fill out a safety concern report through the Teams form link and it will be sent to safety committee anonymously*.
*If sent anonymously, the safety committee will not be able to follow up directly with the reporter of the concern, but if necessary, it will be addressed to all staff at employee rally.

Citizen:

- 1) When taking information about a safety concern from a citizen, the key points to collect are their name and phone number (unless they wish to remain anonymous), when and where they observed the safety concern, and a description of the safety concern.
- 2) If a citizen has a safety concern and they come in to report it at city hall, they can fill out the ¼ sheet basic information form.
- 3) If a citizen calls the City with a safety concern, the staff member who answered the call can take the information about the safety concern and put that concern in writing.
- 4) If the staff member who took the report of the safety concern is not a member of the safety committee, then that person needs to get in contact

with a safety committee member immediately to relay the safety concern. They can relay the information through email, over the phone, or in-person, but they must get confirmation from at least one member of the safety committee that they have received the information.

Levels of Safety Concern

The safety committee member that receives the report will immediately set a level of safety concern, then adjustments will be made after discussions with the safety committee and management of that department.

Green: The safety issue is considered resolved by the safety committee, but there may be additional education or follow-up needed. This could include the safety committee agreeing that no action is required for the reported safety concern OR after actions have been taken, the safety concern is no longer present.

Yellow:

- 1) No immediate action is required, and the safety issue will be discussed at the next safety meeting.
- 2) Designated member of the safety committee starts research to resolve the issue and it is to be discussed at the next safety committee meeting.
- 3) If needed, a temporary procedure will be placed until more investigation into the safety issue is completed.

Orange:

- 1) If the safety committee member is unsure if immediate action is required for the reported safety concern, the safety concern should be discussed with the area supervisor and among the committee to see how urgent the issue is and if there needs to be any immediate action.
- 2) The safety issue is potentially dangerous and the safety committee is actively working to resolve the issue.

- 3) If needed, a temporary procedure will be implemented until a more permanent solution is found to resolve the issue.

Red: This is considered an item that requires immediate attention and could require emergency services. If emergency services are necessary, 9-1-1 should be called and immediate steps, if possible and safe, should be taken to secure the area or person involved. The City Administrator, Department Head, and Supervisor (if applicable) should be notified.

Reporting

There are 3 ways to report a safety concern. Follow these steps and reference such.

1. Fill out the Teams Form with link below if you would like to stay anonymous.

https://forms.office.com/Pages/ResponsePage.aspx?id=xVdhQp45DkSDnapBCpiAoLsnuLW_G_5HiaPO-IM4xBxUNDIPNTdGTjA0NFM0MzBRRERXOUpUTkNMRIQIQCNO0PWcu

2. Speak to your supervisor and ask that they relay your message to a member of safety committee.
3. Speak with a member of safety committee or email your concern to safetycommittee@edgertonks.org.

FIRST AID

The following are intended to be used as general guidelines for personnel in the event of an accident or injury for administering first aid. In the event of a serious accident or emergency, 911 should be called immediately.

General

- Employees shall know which medical services are available and how to obtain them.
- Blood-borne pathogens cause diseases such as Hepatitis B and HIV. When administering any type of first aid, limit or eliminate contact with blood and bodily fluids.
- Wear a disposable mask and gloves. Safely discard PPE after use.
- Immediately wash hands and all other possibly contaminated body parts. Remove contaminated clothing after administering first aid. Report all exposure to blood and bodily fluids to your supervisor.
- Employees shall be familiar with basic first aid and CPR administration so they may provide emergency treatment until emergency responders arrive.
- Employees shall be familiar with the location of first aid kits, contents and instructions given with the kit. The contents of the kits should be inspected periodically and expended or expired items replaced.
- Every City-owned vehicle and City building should be equipped with a first aid kit.
- Employees shall be familiar with the location of AEDs for each facility and have an understanding of how to administer the device if needed.

Useful Rules for All Emergencies

- Call 911.
- Notify supervisor immediately.
- Use all proper PPE as necessary.
- Remain calm and evaluate the situation, do not rush and become a casualty yourself.
- Do not move a victim, unless absolutely necessary.
- Prioritize the important problems first; i.e. stop bleeding, restore breathing, remove toxic gases.
- Perform first aid treatment.
- Fill out Accident Investigation Report.

PERSONAL PROTECTIVE EQUIPMENT

Purpose

The purpose of this program is to assess the need for appropriate Personal Protective Equipment (PPE). Each unique job designation which incorporates specific use of equipment and/or procedures will be assessed for the need of specific PPE and documented within this program.

Equipment

All equipment shall be certified PPE. Equipment specified within the job assessments will be used while performing work duties for that operation. Employees are not permitted to substitute any equipment in place of the specified PPE's unless first cleared with their supervisor.

Training

All employees will be trained on the following topics concerning the required PPE for their work area and/or function:

- When PPE is necessary
- What PPE is necessary
- How to properly wear PPE
- The limitations of the PPE
- The proper care, maintenance, useful life and disposal of the PPE

All employees will demonstrate an understanding of the training topics and proper use of the equipment.

Compliance

Any employee who is not in compliance with the PPE requirements and procedures will be subject to the appropriate reprimand procedures.

ACCIDENT REPORTING PROCEDURES

If there is an immediate medical need, call 911.

Accident Reporting Procedures – Bodily

Employees will:

- Complete the following forms (found in the *Accident Reporting Folder*) and return to Supervisor:
 - Accident Investigation Report (Form 3a)
 - Work Comp Employee Acknowledgment (Form 2a)
 - Report of Injury Statement of Understanding (Form 2b)

Supervisor will:

- Review all documents above when received and submit to City Clerk

Department Head will:

- Complete the following forms and return to City Clerk:
 - Authorization for Work Comp Medical Treatment (Form 1a; Top Section Only)
 - KDOL Accident Report (Form 1b)

Accident Reporting Procedures – Vehicular

Employees will:

- In the event of a serious injury, or the need for emergency services of any kind, first and foremost the employee shall call 911.
- Report any vehicular accident to your supervisor immediately.
- Discuss all disclosure items with supervisor to report to authorities.
- Obtain information from the person(s) involved in the accident and take any necessary pictures of damage to property.
- Call non-emergency dispatch to report accident (this will be a direction given to you by your supervisor, if necessary).
- Complete the City of Edgerton's Accident Investigation Report (Form 3a) and return to your supervisor.

Supervisor will:

- Obtain authorization for the designated treatment facility to complete the post-accident drug screening if any of the following have occurred:
 - The vehicular accident was a moving accident involving another moving vehicle.
 - The vehicular accident involves hitting a stopped or parked vehicle that is occupied.
 - Reasonable suspicion or concern on behalf of the City regarding the accident.

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ACCIDENT INVESTIGATION PROCEDURES

Objective

To determine why an accident, or near miss occurred in the workplace, so that effective corrective action can be taken to prevent recurrence.

Responsibilities

The supervisor of the department in which the incident, illness, or near miss occurred shall ensure a complete and thorough accident investigation is conducted. Copies of this report should be sent to the City Administrator for processing and follow-up.

The City Administrator, or their designee, will review the report to ensure completeness and accuracy and maintain a copy in a central accident file.

A copy of any accident report will also be maintained in the employee's personnel file.

Employees must immediately report all occupational incidents, illnesses and near misses to their immediate supervisor **WITHIN 24 HOURS**.

The City Administrator, or their designee, will ensure the proper notification to authorities per federal, state, and local regulations.

Procedures for Person(s) Involved

- Contact 911 for emergency services in the event of a serious accident or injury.
- Provide first aid if necessary.
- Contact your supervisor immediately.

Procedures for Supervisor

- Go to the scene of the accident immediately.
- Send employee with Authorization Form to Healthcare provider for post-accident procedures.
- Contact law enforcement to make report if accident involves members of the public.
- Ask open-ended questions to witnesses and injured person, if possible.

- Review possible causes of the accident and encourage staff to give their ideas for preventing a similar incident.
- When writing an accident report, give a complete and accurate account of the accident. Do not include personal opinions.
- Follow-up to make sure conditions are corrected. If they cannot be corrected immediately, report this to your supervisor.
- Publicize to staff corrective action taken to prevent future accidents so that all may benefit from the experience.

Completing the Investigation Report

Once the investigation process is complete and the facts are known, preparing the report should not be difficult. Refer to Accident Investigation Report.

Report Questions

IDENTIFICATION:

(1) THROUGH (15)

These questions are self-explanatory but are important for administrative and follow-up reasons. The name of the treating physician and clinic/hospital address may not be immediately known by the supervisor investigating the accident and may be completed later.

(16) INJURY RESULT IN LOST TIME

This information is the starting point for the City's Loss Control Prevention Program.

ACCIDENT TYPE:

(17) Bodily or Vehicle/Property Damage

This explains the type of incident being investigated, i.e., fall from ladder, stepped on nail, electrical shock, struck by a vehicle, fire, lifting materials, etc.

BODILY:

(18) SOURCE

This describes the object or substance inflicting the injury or otherwise involved in the incident. Some examples are power tools, an icy floor, shredder, shear, electrical wiring, etc.

(19) NATURE OF INJURY

This identifies the kind of injury resulting from the accident, such as an electrical burn, concussion, back strain, asphyxiation, etc.

(20) PART OF BODY INJURY

VEHICLE/PROPERTY DAMAGE:

(21) Describe what was damaged as a result of the accident (or near miss), i.e., equipment, infrastructure, vehicle, etc.

(22) NATURE OF DAMAGE

This deals with the extent of the damaged property such as a crushed fender, backhoe rollover, destroyed tool, broken ladder, conveyor collapse, etc.

(23) SOURCE - OBJECT INFLICTING DAMAGE

The source of the accident could be such things as a faulty electrical system, an excavation cave-in resulting in an injury, a poor condition ladder, a snow-covered parking lot.

(24) ESTIMATED COST OF REPAIR

This may be completed after the estimate is received from the insurance company.

DESCRIPTION:

(25) Describe in complete detail what happened, the activity the worker was involved in, who else was involved, and ask open-ended investigative questions such as where - when - why - how.

EVALUATION:

(26) SEVERITY POTENTIAL

The supervisor should be able to determine the accident severity based on the facts of the case.

(27) RECURRENCE POTENTIAL

The experience of the employee, crew, and nature of the work will help determine the possibility of similar accidents reoccurring. The supervisor needs to evaluate the failure possibilities of the management control systems in place at the time of the accident.

(28) HAVE SIMILAR ACCIDENT(S) OCCURRED BEFORE?

This directly relates to Question 27. If similar accidents did in fact take place in the past, it strongly indicates that a management system device, or control measure failed.

(29) REASONS FOR RECURRENCE - FULLY DESCRIBE WHAT FAILED AND WHY.

CORRECTION:

- (30) Based on the information developed through Questions 26, 27, 28 and 29, clearly define steps that must be taken to prevent similar accidents in the future.

FOLLOW-UP:

- (31) Based on the severity potential (Question 26), state when follow-up to suggested corrective action (Question 30) must be taken.

For example, if the severity potential for a like accident is major (Question 26) or the recurrence potential is frequent (Question 28), then the follow-up to corrective action should be immediate.

The employee's supervisor should review the accident investigation report for completeness and accuracy, sign and date the report, and forward it to the City Clerk for further processing as necessary.

APPENDIX A

ACCIDENT INVESTIGATION REPORT

IDENTIFICATION

1. Location _____ 2. Department _____
3. Date of Accident _____ 4. TIME _____ a.m. p.m. 5. Date Reported _____
6. Name of Injured _____ 7. Age _____
8. Job Title _____ 9. Experience _____
10. Sex: Male Female 11. SSN _____ (yrs./months)
12. On Premises 13. Off Premises
14. Employee Death Yes No
15. Person treating injury (Physician/Hospital named and address)

16. Did the injury result in lost time? _____ Change in duties? _____

ACCIDENT TYPE

17. _____ Bodily _____ Vehicle/Property Damage

BODILY

18. Source – the object or substance inflicting injury _____

19. Nature of Injury _____
20. Part of Body _____

VEHICLE/PROPERTY DAMAGE

21. What was damaged _____

22. Nature of damage _____

23. Source – object inflicting damage _____

24. Estimated cost of repair _____

DESCRIPTION (describe what happened – who was involved – where – when – why – how)

25. _____

EVALUATION

26. Severity potential: Major Minor

27. Recurrence potential: Frequent Occasional Rare

28. Have similar accident(s) occurred before? _____

29. Reasons for recurrence _____

CORRECTION (describe steps taken to prevent future accidents)

30. _____

FOLLOW-UP (pend a copy of the report for follow-up)

31. Immediate 7 days 30 days 60 days

Activity (list actions taken and dates)

Supervisor Review/Comments:

Witness Statements/Comments, if any:

Supervisor Acknowledgement: _____ Date: _____

DRAFT

APPENDIX B

CITY OF EDGERTON, KS VACCINE
DECLARATION FORM
_____ VACCINE

By signing this document, I, as an employee of the City of Edgerton, Kansas, am stating that I recognize the nature of my position is such that I may be exposed to blood, human waste and other potentially infectious materials and may as a result be at risk of acquiring certain infections, diseases, or viruses from exposures.. As such, I have been given the opportunity to be vaccinated with any applicable vaccine, as recommended by the Kansas Department of Health and Environment, or the City's workers' compensation provider, at no charge to me through the Johnson County Health Department.

I hereby (please initial your choice):

_____ ACCEPT _____ DECLINE _____ ALREADY RECEIVED

the _____ vaccine from the City of Edgerton. I understand that should I decline any recommended vaccine(s), or should my prior vaccine be expired or now ineffective, I accept any risks associated with declining any recommended vaccine(s).

Should I choose to decline or not receive the vaccination at this time, I understand that I may request such vaccine at any time in the future at the City's expense, so long as I am employed by the City.

Printed Name

Date

Signature

Supervisor's Signature

DRAFT