

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

**Call to Order**

1. **Roll Call** \_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Lewis \_\_\_\_ Brown \_\_\_\_ Beem
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Approve Minutes from September 23, 2021 Regular City Council Meeting
5. Approve Large Animal Permit for Homer M. & Billie K. Damet, 202 W 8<sup>th</sup> St.
6. Approve Large Animal Permit for Marvin Vail, 1405 W 8<sup>th</sup> St.
7. Approve Large Animal Permit for Galez Trust (Sergio Galez, Trustee), 1300 W Braun St.

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

**Regular Agenda**

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

**Business Requiring Action**

10. **CONSIDER AGREEMENT WITH GARDNER DISPOSAL FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

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

11. **CONSIDER RESOLUTION NO. 10-14-21A PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER ADOPTION OF REDEVELOPMENT PROJECT PLAN B1 FOR THE HOMESTEAD LANE RETAIL TIF DISTRICT**

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

12. **PUBLIC HEARING TO CONSIDER A POSSIBLE DANGEROUS AND UNFIT STRUCTURE EXISTING AT 707 W. NELSON STREET, #112 IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO CITY OF EDGERTON CITY CODE, CHAPTER IV, ARTICLE 4, SECTION 4-407**

**13. Report by the City Administrator**

**14. Report by the Mayor**

**15. Future Meeting Reminders:**

- October 28<sup>th</sup>: City Council Work Session (Stormwater Master Plan) – 6:00 PM
- October 28<sup>th</sup>: City Council Meeting – 7:00PM
- November 9<sup>th</sup>: Planning Commission Meeting – 7:00PM
- November 18<sup>th</sup>: City Council Work Session (Wastewater Master Plan) – 6:00 PM
- November 18<sup>th</sup>: City Council Meeting – 7:00PM
- December 9<sup>th</sup>: City Council Meeting – 7:00PM
- December 14<sup>th</sup>: Planning Commission Meeting – 7:00PM

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

# EVENTS

October 20<sup>th</sup>: Senior Lunch & BINGO  
October 30<sup>th</sup>: Mildale Farm Fall Festival  
October 31<sup>st</sup>: SpookEton Halloween Fest  
November 1<sup>st</sup>: Candle Making  
November 5<sup>th</sup>: Trivia Night at White Tail Run Winery to  
Benefit the Mayors Christmas Tree Fund  
November 9<sup>th</sup>: Tales for Tots  
November 17<sup>th</sup>: Senior Lunch & BINGO  
December 3<sup>rd</sup>: Mayor's Christmas Tree Lighting Ceremony  
December 14<sup>th</sup>: Tales for Tots  
December 15<sup>th</sup>: Senior Lunch & BINGO

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**September 23, 2021**

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on September 23, 2021. The meeting convened at 7:10 PM with Mayor Roberts presiding.

**1. ROLL CALL**

Clay Longanecker	present
Josh Lewis	present
Josh Beem	absent
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	City Attorney Lee Hendricks
	City Clerk Alexandria Clower
	Finance Director Karen Kindle
	Accountant Justin Vermillion
	Development Services Director Katy Crow
	Public Works Director Dan Merkh
	CIP Manager Brian Stanley
	Public Works Superintendent Trey Whitaker
	Marketing & Communications Manager Kara Banks

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**Consent Agenda**

4. Approve Minutes from September 9, 2021 Regular City Council Meeting
5. Approve Resolution No. 09-23-21A Establishing Fees and Rates for Permits, Licenses and Services with the City of Edgerton, Kansas
6. Approve Ordinance No. 2097 Amending Section 14-205 Of Article 2 Of Chapter XIV Of The City Code To Include Parking Restrictions On East Nelson Between East Third Street And East Fourth Street

Mayor Roberts asked that item 6 be removed for further discussion.

Councilmember Longanecker moved to approve the consent agenda with item six removed, seconded by Councilmember Lewis. The Consent Agenda was approved, 3-0.

Ms. Beth Linn, City Administrator, addressed the Council. She stated there has been an increase in the number of cars parked downtown, particularly in relation to public meetings and municipal court nights. She stated the Governing Body had previously asked staff to prepare an

ordinance to restrict parking on two stalls in support of the downtown retail businesses. She stated staff worked with the City Engineer to obtain the correct signage, allowing for a limited time parking. She stated Council originally provided direction for a 90 minutes parking limit, but the options when looking for signs show only 1 hour or 2 hour limits. She stated staff would recommend a time limit of 1 hour for now and monitor to see if the time limit might need to increase.

Councilmember Longanecker asked who would be keeping track of the time.

Ms. Linn stated she would like to think this could be on the honor system and enforced through citizen concerns. She stated this is about discouraging people to park for long amounts of time and taking up spots for the downtown business patrons. She stated she would hope the sign will do most of the work by the discouragement.

Councilmember Longanecker moved to approved Ordinance No. 2097, amending the City Code to include parking restrictions on East Nelson between East Third Street and East Fourth Street. Councilmember Lewis seconded the motion. Ordinance No. 2097 was approved, 3-0.

### **Regular Agenda**

7. **Declaration.** There were no declarations made by the Governing Body.

8. **Public Comments.** There were no public comments made.

9. **Introduction.** Dan Merkh, Public Works Director, Introduces New Employees for the Public Works Department.

Mr. Trinity Logan stated he is excited to work with the City and learn new tasks. He stated he was born and raised in Ottawa and most recently worked as janitorial staff at Baker University.

Mr. Scott Elrod stated he has a basic background in construction and most recently came from Johnson County as maintenance. He stated he is glad to be here and be a part of the city crew.

Council members welcomed both men.

Mr. Merkh stated both employees have hit the ground running and it is nice to have the workload being shouldered by more people.

### **Business Requiring Action**

10. **CONSIDER RESOLUTION NO. 09-23-21B PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF A COMMUNITY IMPROVEMENT DISTRICT (WOODSTONE PROJECT)**

Mr. Scott Anderson, Bond Counsel, addressed the Council via phone. He stated at the last meeting, the Governing Body approved a Development Agreement with Woodstone Properties. This agreement includes the development of two hotels, restaurants and other retail space on the southwest corner of 199<sup>th</sup> and Homestead Lane. He stated this

agreement provides for a number of incentives requested by the developer as listed in the Development Agreement approved. He stated the City will impose a 1% CID sales tax for 20 years to reimburse the developer for eligible project costs. The first step in the process is a petition from the developer, which has been received. The second step is a resolution for notice of public hearing regarding the creation of the CID. He stated the resolution for approval tonight, is not the creation of the CID or saying it will be created, it is just a resolution to set the date for the public hearing as November 18<sup>th</sup>.

Mayor Roberts asked how common CIDs are in the Johnson County area for retail development.

Mr. Anderson stated he would struggle to name a new development that does not have a CID. He stated they are incredibly common, everywhere from the Legends to the Plaza, from City Center in Lenexa to all the development at 119<sup>th</sup> Street.

Councilmember Brown moved to approve Resolution No. 09-23-21B, providing notice for a public hearing to consider establishment of a Community Improvement District. Motion seconded by Councilmember Longanecker. Resolution No. 09-23-21B was approved, 3-0.

**11. CONSIDER RESOLUTION NO. 09-23-21C PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER ADOPTION OF REDEVELOPMENT PROJECT PLAN B1 FOR THE HOMESTEAD LANE RETAIL TIF DISTRICT**

Mr. Anderson stated similar to the last resolution, this resolution also provides notice for a public hearing but this one is in relation to a TIF district. He stated in 2019, the City created Homestead Lane TIF District. He stated one project plan has already been approved, most commonly known as On the Go Travel Center. He stated the City has now agreed to create a second project plan with the new development planned by Woodstone Properties. He stated the agreement also contemplates that if approved, the TIF revenues will be split between the City and Developer. He stated in order to create a project plan, the city has a number of steps to complete. First step was completed at the Planning Commission meeting on September 14<sup>th</sup>, where the Planning Commission adopted a Resolution that found the project compliant with the comprehensive plan for the City. He stated the next step is the approval of a resolution that sets a public hearing date for the creation of the new Project Plan in the Homestead Lane Retail TIF District. He stated the resolution for approval does nothing more than set a public hearing date of November 18<sup>th</sup> for the project plan.

Councilmember Brown moved to approve Resolution No. 09-23-21C, providing notice for a public hearing to consider Redevelopment Project Plan B1 for the Homestead Lane TIF District. Motion seconded by Councilmember Longanecker. Resolution No. 09-23-21C was approved, 3-0.

**12. CONSIDER AWARD CONTRACT FOR 2021 CDBG 7TH AND NELSON SANITARY SEWER REHABILITATION PROJECT**

Mr. Dan Merkh, Public Works Director, addressed the Council. He stated each year Johnson County invites cities to submit applications for Community Development Block Grant (CDBG)

funds made available by the federal government. The primary goal of the Johnson County CDBG program is to provide federal assistance to eligible applicants for the purpose of community development.

He stated during the work session held in October 2019, the City Council identified the 7<sup>th</sup> and Nelson Sanitary Sewer Project as a priority for completion. This project would be an eligible Public Facilities and Improvement project for use of CDBG funds. He stated all of Edgerton is within a Census Block Group that qualifies for funding by area benefit.

He stated on May 28, 2020 the City Council approved the submission of an application to Johnson County for 7<sup>th</sup> & Nelson Sanitary Sewer Project for CDBG funding. He stated in September 2020, Johnson County notified staff of the proposed award of the full funding request of \$200,000.

He stated in August 2021, the City held a bid opening where a total of three bids were received, opened and read aloud to the public. He stated based upon the recommendation from the City Council-approved engineer of Trekk Design Group, Municipal Pipe Tool has been selected as the recommended contractor.

He stated based upon the review of the bids, the letter of recommendation from Trekk and requirements from US Department of Housing and Urban Development for CDBG projects, staff recommends the apparent low bidder, Municipal Pipe Tool, to complete the project.

Ms. Beth Linn, City Administrator, addressed the Council. She stated it is important to note the allocated budget is just over \$500,000, but the bid received is significantly below that. She stated the wastewater master plan is coming forward to Council in the coming weeks and there will be no shortage of projects to allocate the remaining dollars toward. She stated any dollars that are not needed will be allocated toward future sewer projects.

Ms. Linn stated staff is working to have a dollar estimate ready and two scenarios to spend those dollars on to present to the governing body at the work session for the Wastewater Master Plan.

Mayor Roberts stated there will be funds to expand in both areas - stormwater and wastewater.

Councilmember Lewis moved to approve the construction contract with Municipal Pipe Tool for the 2021 CDBG 7<sup>th</sup> & Nelson Sanitary Sewer Rehabilitation Project. Motion seconded by Councilmember Brown. The contract with Municipal Pipe Tool was approved, 3-0.

**13. CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH RENAISSANCE INFRASTRUCTURE CONSULTING TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE 2021 CDBG 7TH AND NELSON SANITARY SEWER REHABILITATION PROJECT**

Mr. Merkh addressed the Council. He stated similar to other large infrastructure projects constructed by the City, a critical component to the success of the project is to partner with a firm to perform the construction inspection services. He stated Renaissance Infrastructure

Consulting (RIC) has submitted bids and gone through the interview process with City Staff, including providing services for construction inspection of the 200<sup>th</sup> and Homestead Intersection Project. He stated RIC performed the inspection services for this project with a high level of satisfaction and attention to detail.

He stated RIC is a valued partner with the City and ElevateEdgerton!. He stated RIC has extensive knowledge of how Edgerton conducts projects, and they have a team with over 30 years of experience.

He stated City staff recommends utilizing RIC for construction inspection services associated with the 2021 CDBG 7<sup>th</sup> and Nelson Sanitary Sewer Rehabilitation Project. He stated selection of RIC will expedite the start date for the project. Staff and RIC will utilize the same agreement for services as previously agreed upon for the Homestead Lane Intersection Construction Inspection services. He stated this agreement provides a scope of work to include inspections, notification to the City of any significant issues or changes, detailed reports of activity, reviewing testing reports and pay estimates, etc. He stated the agreement also includes an hourly rate schedule applicable for the term of the agreement. The agreement is structured similarly to the agreement for City Engineer services where the City is only billed for actual hours of work performed.

Councilmember Longanecker moved to approve the Agreement for Inspection Services of the 2021 CDBG 7<sup>th</sup> and Nelson Project with Renaissance Infrastructure Consulting. Motion seconded by Councilmember Lewis. The agreement was approved, 3-0.

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

- Status Update on 502 E 2<sup>nd</sup> Street

Ms. Katy Crow, Development Services Director, addressed the Council. She stated she met with property owners on September 17<sup>th</sup> and since the last update, they have finished all siding and windows. She stated the only exterior piece left is the roof. She stated unfortunately there has not been much more progress made due to the owners having a busy schedule with their day jobs which doesn't allow them much time to work here. She stated they went into violation with tall grass and weeds, however the yard was mowed before abatement of the condition was required. Additionally, there is a significant amount of junk/trash/debris on the site due to the removal of old siding. She stated Staff sent an order of violation for that condition on September 14<sup>th</sup> and discussed the conditions with the owner during the walk through on September 17<sup>th</sup>. The owner has stated he will be cleaning up the violation in the next few days. She stated there continues to be challenges on the property with a dying tree that needs to be removed. The tree limbs are close to and, in some cases, touching the Evergy power lines. She stated recently a large limb from that tree fell into the adjacent alleyway and it was removed by City Staff. She reached out to a Evergy to safely remove the tree and help the homeowners. She stated Evergy has said they will trim the trees and leave the brush on site for the property owner to then remove. She stated City Staff will perform another walkthrough in November and provide an update at the November 18<sup>th</sup> Council meeting.

Councilmember Longanecker stated the outside is looking nice.

Mayor Roberts stated even with delays, they have done a great job so far.

Ms. Crow agreed and added there have been delays and they are still struggling to find and HVAC person.

Councilmember Longanecker asked if much work has been done on the inside.

Ms. Crow stated they have not, they have quite a bit going on in their day jobs that they have been kept very busy and have not had a lot of time to work on site the last couple months. She stated the property owner did say they're hoping to start work on the inside by October.

There were no further questions or comments from the Councilmembers.

- Senior Lunch report

Ms. Linn gave a report on this past month's Senior Lunch. She stated there was a packed house and everyone seemed to enjoy the catered food from Jumpin' Catfish.

Mayor Roberts stated it was good to see all of them out and together, adding there were people there that he has not seen at Senior Lunch before.

Ms. Linn stated City Staff does not normally attend senior lunches, but this past month Staff took the opportunity to introduce themselves to allow the seniors and those in attendance to know the faces of the City.

Mayor Roberts stated he thought that was a great idea and he would like to see the City sponsor Senior Lunch down the road.

Councilmember Longanecker stated he likes the idea of the City being involved and staff introducing themselves because it allows the seniors in town to stay involved.

There were no further questions or comments from the Councilmembers.

Ms. Linn stated she had previously mentioned wrapping up two of the heavy loads with the Wastewater and Stormwater Master Plans. She stated city staff would like to make presentations to the Governing Body on both as well as the CIP. She stated staff would recommend a CIP work session on October 14<sup>th</sup> following the regular scheduled City Council meeting. She stated staff would recommend a 6:00PM start time for work sessions regarding Wastewater and Stormwater Master Plans on the regularly planned council dates of October 28<sup>th</sup> and November 18<sup>th</sup>.

There were no further questions or comments from Council.

- Snow and Ice Control Presentation

Mr. Merkh addressed the council and gave a presentation on the upcoming 2021-2022 Snow & Ice Season.

He stated in the 2020-2021 snow season, there were 8 declared events and roughly a foot of accumulation, as well as a significant amount of sleet and rain. He stated with the variety of storms, this impacted the way the crews treated the roadways with proactive or reactive

treatment methods. He stated when a snow event is declared, which is when two or more inches of accumulation falls, the City notifies the public through social media, the website, and Notify JoCo to clear vehicles from roadways, or the vehicles could be towed at the owners expense. He stated the residents are again notified when the end of the event is determined.

He stated last year crews and the City Management noticed a deficiency at LPKC when the accumulation became too thick and crews struggled to clear the roads. He stated it is believed that with the added weight of the new tandem truck and the bigger blade, this will help crews clear snow in LPKC.

He stated the crews use Snow Slicer, which is an enhanced salt, and they also use brine to treat the roads. He stated the plowing procedures involve hitting roadways that are based on a priority level. Major roadways are cleared first as a priority one. He stated plows are not diverted from their route unless it's an emergency. He stated crews do not lift the plow on their way to the next route. He stated once the roads are clear, if the timing is right, crews will begin to clear the main sidewalks and parking lots around city facilities. He added there is often a shovel and salt during the winter season inside the facilities. He stated city crews plow trails. Residents are responsible for clearing their sidewalks within 48 hours after the end of the city declared snow event. He stated the city does not clear private sidewalks, driveways or parking lots. He stated unfortunately, all predictions this year say there will be a lot of snow.

There were no further questions or comments from the Councilmembers.

- Glendell Acres Renovation

Mr. Merkh addressed the Council and gave a presentation updating the Governing Body on the Glendell Acres Park Renovation project.

He stated the project budget is \$583,000 and the current low end cost opinion provided by SWT Design is just over the budget. He stated this order of magnitude cost opinion gives a general idea of the design for the park based on the desires of the community, as well as provides a cost estimate on the low end and high end for those specific plans. He stated because the current total is coming in over budget, staff would like Council direction to know the priority of what should be added first and what should be considered in next phases as the numbers become solidified, he asked if the budget begins to exceed, should other funding sources be considered as well. He stated the reason staff asks these questions is because based on the examples pulled from the design contractor, it is believed some of these ideas could fit in the dollar range, where others might need to be put on hold unless other funding is available. He stated there is currently \$300,000 from Park Impact Fees that could be used as well should Council decide to do so.

Mayor Roberts stated he would like to see the project be completed in one phase rather than postponing specific parts of the project and be as close to the budget as possible but would not mind considering using the Park Impact Fee if there are items needed that fall over the budgeted funds. He stated this is what the park impact fee is for anyway, it is to be used for upgrading and maintaining the parks.

Councilmember Longanecker asked how often the fitness equipment will be used.

Mr. Merkh stated the fitness aspect of the park equipment was highly desired from the survey.

Councilmember Brown stated the skate park has been wanted for as long as he can remember for the citizens.

Mayor Roberts stated the current skate park was actually created because a young citizen wanted it, raised the money for it, and the city helped build it. At that time the city did not have the funds for parks, and the skate park was a big item for the young kids. He stated he is in favor of all the project and if the funds need to be expanded slightly to make it a one-time project, he would like to see that happen.

Councilmember Lewis stated he sees this park as the central park of Edgerton and would like it to be all-inclusive to the ideas the community wants. He stated he would like to see it completed in one shot, and if funds are needed, get the funds.

Councilmember Brown asked how much would need to be used from the Park Impact Fee to complete the shown list of wants for the park.

Mr. Merkh stated roughly \$78,000. He said if the line items begin to get closer or look like they might go over, staff can bring back amounts as needed for approval.

Mayor Roberts stated the numbers shown can fluctuate, since the City has not yet actually bid the project.

Ms. Linn stated it is not only about the bids received for the project in its entirety, it is also about the bidding from the manufacturers for the park equipment and then civil site work. She stated staff could bring back bidding information as it is received for Council to consider.

Mayor Roberts asked the Council to decide if they wanted to cut down the project aspects, touch extra funding from the Park Impact Fee, or if neither of those, what they would like to see as next steps.

Councilmember Lewis stated if Staff thinks the budget could be exceeded, they could bring back the numbers then for approval.

Mayor Roberts stated he is in favor of getting the project done. He stated Council is going to have to approve the contract itself. He asked how can this project get done and maximize the scope within the budget.

Councilmember Lewis stated he thinks this is a big statement piece for the community.

Ms. Linn confirmed the consensus from the Governing Body is that the City move forward with the elements presented and continue to monitor the budget and keep Council informed.

There were no further questions or comments from the Councilmembers.

- Job Description

Mr. Merkh presented the Governing Body with a new job description for a Maintenance Tech III for the Utilities Department.

He stated there is a current position open for the utilities department for a Maintenance Tech I, but if an ideal candidate is found who can offer more and has a greater experience in the department, he would like to hire at this level. He stated this is another step for career progression within the city. He added this exact position would be for an operator of the wastewater plant who is trained and has experience testing water and wastewater systems.

Ms. Linn stated the City has worked to create opportunities for the employees within the City to grow and this gives them a path.

Councilmember Lewis confirmed that there is not currently a Maintenance Tech III position.

Mr. Merkh confirmed this is a not an additional employee, but rather a new position, with a higher pay grade than a current Maintenance Tech II position.

Mayor Roberts stated he supports this new job description and added this gives the City a way to compete with the private market. He stated Council to date has worked to hire and maintain quality employees. He stated he does think the City needs to begin looking at what needs to be done to be more successful in the job market.

Ms. Linn stated although staff is working to update the personnel manual, the current approved one states City Council must approve any new job descriptions.

Councilmember Longanecker moved to approve the new job description for a Maintenance Technician III, seconded by Councilmember Brown. The job description was approved, 3-0.

- County solar farm regulations

Ms. Linn gave an update regarding the Solar Installation.

She stated the Johnson County Planning Commission has invited the surrounding cities to join them for their Planning Commission meeting on September 28<sup>th</sup>. She asked the Governing Body if they had specific questions they would like staff to ask at this meeting.

Mayor Roberts asked that Ms. Linn and Ms. Crow to explain what they saw when touring a solar facility in Arizona.

Ms. Crow stated the closest city to that solar farm was at least 5 miles away, and the best word she could use to describe the facility was "massive." She stated there were solar panels as far as the eye could see. She stated the facility in Arizona was on purchased land, but NextEra would be installing on land in Johnson County would be leased. She stated this project in Arizona employs only 2 people.

Councilmember Lewis asked if this company sets the panels and then sells to the grid.

Mayor Roberts stated they put the power on the grid and it can be sold to anyone on the grid. He stated just because the plant is here does not mean that the electric bills in the surrounding area will go down.

Ms. Linn stated the facility they saw was 3,200 acres.

Mayor Roberts stated the one in Arizona, from start to finish, was completed in 18 months.

Ms. Crow stated all of the cables are above ground.

Ms. Linn stated they talked to the representative about the longevity, it's said that the permit right now can go from 30-40 years. The representative stated it can go much longer than that because when the panels need to be replaced, they work on them individually and upgrade as needed.

Mayor Roberts stated NextEra is saying this solar plant here is rated to go up to 500 megawatts.

Ms. Linn stated a big concern for the City is the training for the fire department because electrical fires are a lot different than normal structure fires. Ms. Crow stated the panels do have a fire suppression system but questioned how that would work if there were no power to the system.

Ms. Linn stated the county's draft regulations include a one-mile buffer, but the city has a three-mile planning buffer. She stated staff is encouraging the county to honor the planning area boundary as established under state statutes.

Ms. Crow stated based on the boundary map that has been provided, there are some cities that have asked if the areas that are smaller in green and surrounded by the buffer area, could be excluded from being used.

Ms. Linn asked the Governing Body to provide specific direction for staff to ask at the public hearing coming up.

Councilmember Brown asked if there could be clarification on the buffer area and if they could honor the city's three-mile planning buffer.

Councilmember Brown asked about future development and if the regulations specify any setbacks or screening to protect the current residents.

Councilmember Lewis stated they started in March of this year, and they want to have it approved by December of this year.

Ms. Crow stated when NextEra went to the county to propose this idea, they did not have any regulations, so the county is looking into it.

Mayor Roberts stated he also has significant concerns about the 20-year conditional use permit.

Councilmember Lewis stated that he would like to see the County require solar installations to be contiguous instead of jumping from place to place.

Councilmember Longanecker stated it is his understanding that once a contract is signed with this company, they can do whatever they want to the land.

Mayor Roberts asked what the environmental impacts are, as well as the impacts to the surrounding wildlife. He stated a big concern he has is the reflection from the panels in close proximity to the municipal airport.

Ms. Linn stated for clarification the Governing Body would like clarification on the length of the term for the conditional use permit, the city buffer, as well as stormwater runoff during construction and post construction. She stated the city would like clarification on environmental concerns as well as wildlife corridors, fire suppression systems, as well as fire lanes to the site and surrounding. She stated the city would like to know about buffering for adjacent uses, setbacks, visibility for neighboring housing, etc.

Mayor Roberts stated he would prefer the power lines go underground and that they would have to conform to the same standards as any other developer.

There were no further questions or comments from the Councilmembers.

**15. Report by the Mayor**

The mayor had no report to give at this time.

**16. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE EXCEPTION FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP FOR THE PURPOSES OF CONTRACT NEGOTIATIONS. (K.S.A. 75-4319(B)(2))**

Mayor Roberts requested a motion for the City Council to recess into executive session in the Council Chambers for contract negotiations to include City Administrator Beth Linn, City Attorney Lee Hendricks, and Public Works Director Dan Merkh.

Councilmember Brown moved to recess into executive session pursuant to K.S.A 75-4319(B)(2) for the purpose of contract negotiations to last for 15 minutes with the open meeting resuming at 9:15 p.m. in Council Chambers. Councilmember Longanecker seconded the motion.

The meeting recessed into executive session at 9:00 PM, 3-0.

Councilmember Brown moved to return to open session with no action being taken. Councilmember Lewis seconded the motion. Open session resumed at 9:15 PM, 3-0.

**17. Future Meeting Reminders:**

- October 12<sup>th</sup>: Planning Commission Meeting – 7:00PM

- October 14<sup>th</sup>: City Council Meeting – 7:00PM
- October 28<sup>th</sup>: City Council Meeting – 7:00PM
- November 9<sup>th</sup>: Planning Commission Meeting – 7:00PM
- November 18<sup>th</sup>: City Council Meeting – 7:00PM
- December 9<sup>th</sup>: City Council Meeting – 7:00PM
- December 14<sup>th</sup>: Planning Commission Meeting – 7:00PM

## 18. Adjourn

Councilmember Brown moved to adjourn, seconded by Councilmember Lewis. The meeting was adjourned at 9:18PM.

Submitted by Alexandria Clower, City Clerk

## EVENTS

September 24<sup>th</sup>: Escape Room at Community Hall  
 September 27<sup>th</sup>: Prehistoric Paleontologists (Kids Dino Program)  
 September 29<sup>th</sup>: Hillsdale Watershed Program  
 October 1<sup>st</sup>: Craft Night at City Hall  
 October 2<sup>nd</sup>: Bull Creek Birds  
 October 12<sup>th</sup>: Tales for Tots  
 October 14<sup>th</sup>: Poison Apples and Potions – ½ Day Camp at City Hall  
 October 30<sup>th</sup>: Mildale Farm Fall Festival  
 October 31<sup>st</sup>: SpookEton Halloween Fest

Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

H.M. DAMET & B.K. DAMET the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 3 1/2 - + acres.

Address and Legal Description of Property (long legal's may be attached)

Southwest corner of 56 Hwy & Edgerton Road  
202 W. 8<sup>th</sup> 3ac within limits .5 in county

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 3 Description of animal(s) (one per acre): Horse/cattle/buffalo

Number of fowls: 12 Description of fowl(s) (five per acre): Duck/Geese/chickens/pheasants

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

H.M. Damet  
Signature of Applicant

5 Oct 2021  
Date

202 W. 8<sup>th</sup>  
Address of Applicant

913 915 5552  
Phone Number

**OFFICE USE ONLY**

Application approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton.

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.**

Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Marrin Vail the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 5.35 acres.

Address and Legal Description of Property (long legal's may be attached)

see attached

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 4 Description of animal(s) (one per acre): COWS

Number of fowls: \_\_\_\_\_ Description of fowl(s) (five per acre): \_\_\_\_\_

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

[Signature]  
Signature of Applicant

10.6.21  
Date

1405 W. 8th Street  
Address of Applicant

816.985.9677  
Phone Number

**OFFICE USE ONLY**

Application approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton.

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.**



Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Galaz Trust (Sergio Galaz Trustee) the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 8.75 acres.

Address and Legal Description of Property (long legal's may be attached)

1300 West Braun St.

Calves belong to:

Don Chapman

34056 W. 287th

Paola, Kansas 66071

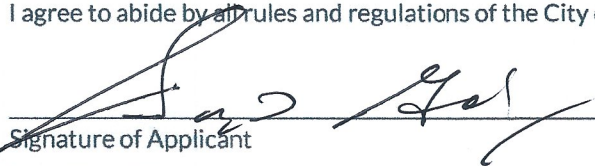
913-481-9979

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 5 Description of animal(s) (one per acre): Calves

Number of fowls: 0 Description of fowl(s) (five per acre): \_\_\_\_\_

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

  
Signature of Applicant

10/06/21  
Date

11566 S Burch Circle  
Olathe, Ks 66061

Address of Applicant

913-219-7741

Phone Number

**OFFICE USE ONLY**

Application approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton.

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.**

## City Council Action Item

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

**Department:** Administration

### **Agenda Item: Consider Agreement with Gardner Disposal for Solid Waste Collection and Disposal Services**

#### **Background/Description of Item:**

Beginning January 1, 2015, the City of Edgerton contracted with Gardner Disposal to provide residential solid waste collection and disposal services for a period of three years. The City of Edgerton renewed that contract in 2018 for one year. The City contracted again with Gardner Disposal on April 1, 2019, after soliciting for bids for services through December 31, 2021. In September 2021, staff solicited bids for residential solid waste collection through a formal bid process. A copy of that Request for Bids is enclosed.

The City of Edgerton held a public bid opening on September 15<sup>th</sup>. The City only received one bid from Gardner Disposal Service, Inc. The bid tabulation is attached. Staff recommends Gardner Disposal as the lowest and best bidder based on only receiving the one bid. In addition, the experience with this vendor has been favorable since the City began contracting with them in January 2015.

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

This Request for Bids did offer an alternative to bidders related to disposal of sludge. The Contractor had the option, but was not required, to hire a licensed and insured third party to pick up and dispose of sludge. If the Contractor chose to hire a third-party contractor for sludge disposal, the City would only pay the sludge disposal fees to the Contractor and would only notify the Contractor when sludge disposal was needed. All other necessary communication for sludge disposal operations would be the responsibility of the Contractor

and its designated third party. Gardner Disposal has not chosen to hire a third party and will provide those services in house.

Fees remain the same as the current contract with the following exceptions:

1. Street sweeper debris removal increases from \$50 per ton to \$70 per ton.
2. BBCWWTP Sludge now has a per trip fee of \$100 and the per ton amount has increased from \$45 per ton to \$75 per ton up to 6 tons and \$150 per ton over 6 tons.

The monthly residential rate beginning January 1, 2022, remains the same at \$15.00 per customer per month. City Council approved Resolution No. 01-08-15A to reduce the monthly solid waste charge per dwelling by fifty percent (50%) to \$7.50 per month. Unless, the Council would like to change the amount of monthly subsidy, a new resolution is not required. If the Council would like to change the subsidy, staff would bring the resolution back to the next meeting.

The draft agreement with Gardner Disposal is attached. It has been approved by the City Attorney.

**Related Ordinance(s) or Statue(s):**

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**Funding Source:** General Fund and Sewer Fund

**Budget Allocated:** General Fund: \$134,465  
Sewer Fund: \$18,660

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

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<p><b>Recommendation: Approve Agreement with Gardner Disposal for Solid Waste Collection and Disposal Services</b></p>
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**Enclosed:**

- Bid Tabulation from Bid Opening
- Request for Bids for Solid Waste Collection and Disposal
- Agreement for Solid Waste Disposal Services

**Prepared by:** Karen Kindle, Finance Director

**City of Edgerton Bid Opening**  
**Residential Solid Waste Collection and Disposal Services**  
**September 15, 2021**

		Company Name		
		Gardner Disposal Service, Inc.		
<b>Schedule I Solid Waste &amp; Recycling</b>	Weekly Collection	\$15.00		
	Addtl Container	\$1.00 Recycle \$5.00 Trash		
	Addtl Bag	\$1.50 each		
<b>Schedule II Yard Waste</b>	Weekly Collection	Included		
	Addtl Bag	\$1.50 each		
<b>Schedule III Bulk Items</b>	Furniture	\$15.00		
	Appliances	\$20.00		
	Construction Debris	per bid		
<b>Schedule IV City Facilities</b>	City Hall	\$0.00		
	305 E Nelson (Yellow House)	\$0.00		
	710 E Nelson (Public Works)	\$240.00		
	Street Sweeper Debris (monthly)	\$100.00		
	Street Sweeper Debris (per ton)	\$70.00		
	BBC WWTP (monthly)	\$100.00		
	BBCWWTP Sludge (monthly)	\$100.00		
	BBC WWTP Sludge	\$100 per trip \$75 per ton up to 6 tons \$150 per ton over 6 tons		



**BID DOCUMENT**

**FOR**

**RESIDENTIAL SOLID WASTE  
COLLECTION AND DISPOSAL SERVICES**

**2021**

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## **1. ADVERTISEMENT FOR BID**

Sealed bid proposals for RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE in the City of Edgerton, Kansas will be received from qualified bidders until **3:00 PM ON WEDNESDAY, SEPTEMBER 15, 2021** at Edgerton City Hall, 404 East Nelson, Edgerton, KS 66021 at which time they will be publicly opened. Bids received after the designated closing time will be returned unopened.

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

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

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

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

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

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

## **2. INSTRUCTIONS TO BIDDERS**

### **a. GENERAL NOTICE**

Sealed bid proposals for RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE in the City of Edgerton, Kansas will be received from qualified bidders until **3:00 PM ON WEDNESDAY, SEPTEMBER 15, 2021** at

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

**b. BIDDING DOCUMENTS**

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

**c. PROPOSALS**

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

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

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

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

**d. SIGNATURE OF BIDDER**

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

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

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

**e. ONLY ONE PROPOSAL ACCEPTED**

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

**f. ADDENDA AND EXPLANATIONS**

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

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

**g. COMPETENCY OF BIDDER**

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

**h. CONDITIONS**

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

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

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

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

**i. QUANTITIES**

At the time of preparation of this BID DOCUMENT, this Contract would serve 638 customers. This number may increase (or decrease) to a greater (or lesser) quantity by the time a contract is executed and during the duration of the contract.

**j. INSURANCE**

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

**(1) COMMERCIAL GENERAL LIABILITY**

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

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

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

**(2) CONTRACTORS POLLUTION LIABILITY**

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

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

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

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

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

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

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

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

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

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

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

(6) WAIVER OF SUBROGATION

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

(7) CERTIFICATE OF INSURANCE

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

**k. REJECTION OF BIDS**

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

**I. PAYMENTS**

The City will pay the Contractor for services rendered within thirty (30) days following the end of the month. Such payment shall be based on the attached Rate Schedule and the number of accounts established by the City. The City shall revise the number of accounts on an annual basis subject to Section 4.d. and Exhibit A, Schedule IV. The Contractor shall bill and collect for Schedule I, II, III and IV services based on the RATE SCHEDULE.

**m. LICENSES AND TAXES**

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

**3. SCOPE OF WORK**

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

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

#### **4. GENERAL SPECIFICATIONS**

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

**a. HOURS OF OPERATION**

Collection of solid waste shall not start before 7:00 a.m. or continue after 6:00 p.m. of the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. City facilities are open Monday through Friday from 8:00 AM to 4:30 excluding holidays. All collection at city facilities must be completed during normal city hours of operation.

**b. ROUTES OF COLLECTION**

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

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

**c. HOLIDAYS**

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

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

Christmas (December 25)

**d. ACCOUNT MANAGEMENT**

The City will set the number of accounts on an annual basis. The City may receive requests for service to additional service locations not initially included in the contract. The City will investigate all requests for service and will make the determination of eligibility for service and thereupon notify the Contractor. The City may annex areas in the future. These areas will be added to the list of residences that require residential solid waste collection and disposal services. The City will provide the contractor ninety (90) days notice of new accounts to be added. At time of publication of the Request for Bid, the City has approximately 638 active accounts.

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

**e. COMPLAINTS**

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

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

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

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

**f. CONTRACT DURATION**

The contract term shall be three (3) years and shall initially run from January 1, 2022 to December 31, 2024. The contract may be terminated at the end of the contract term unless the City and Contractor have mutually agreed upon an extension no later than four (4) months prior to the expiration date. All subsequent contract extensions, if any, shall be in increments of two (2) years.

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

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

**g. CONTRACTOR'S PERSONNEL**

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

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

**h. CUSTOMER SERVICE REQUIREMENTS**

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

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

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

**i. OWNERSHIP**

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

**j. INDEMNITY**

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

**k. GRANT OR RIGHT**

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

**l. COMPLIANCE WITH LAWS**

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

**m. CHANGES IN CHARTER AND ORDINANCES OF THE CITY**

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

**n. TRANSFER AND ASSIGNMENT**

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

**o. SOLID WASTE MANAGEMENT ACT DATA SUBMISSION REQUIREMENTS**

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

**p. HAULING**

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

**q. NOTIFICATION**

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

**r. MODIFICATION TO RATES**

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

**s. NON-DISCRIMINATION, AFFIRMATIVE ACTION & FEDERAL REGULATION**

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

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

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

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

## **EXHIBIT A**

### **SCHEDULE I SPECIFICATIONS RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS**

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

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

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

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

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

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

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

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

## **SCHEDULE II SPECIFICATIONS YARD WASTE**

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

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

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

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

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

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

### **SCHEDULE III SPECIFICATIONS SPECIAL/BULK ITEMS**

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

Scope of Work: The Contractor shall pickup bulk items (bulk items that can be removed by a 2-man lift), examples include furniture, appliances, and bagged construction and demolition debris. The Contractor shall pickup one bulk item per dwelling per week at no additional charge. Contractor shall pickup additional bulk items at fee listed in the bid proposal. Resident must notify Contractor in advance of bulk items to be collected. The Contractor is responsible for collecting payment from the resident for any bulk items over the one bulk item allowed per dwelling per week.

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

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

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

## **SCHEDULE IV SPECIFICATIONS CITY FACILITIES**

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

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

A. City Hall: (404 E. Nelson)

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

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

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

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

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

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

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

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

Annual Citywide Cleanup:

The Contractor shall provide curbside bulk item collection on the third Saturday of May, or other date as designated by the City each year. Curbside collection shall include bulk items that can be removed by a 2-man lift. Examples include appliances without CFCs, furniture, carpet, bagged construction debris, etc. Contractor shall provide dumpster for collection of appliances that contain CFCs at Edgerton Public Works Facility, 710 E. Nelson Street, Edgerton, KS 66021.

Future Facilities:

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

Special Events: The Contractor shall provide additional dumpsters and disposable trash receptacles and collection service for said dumpsters and disposable trash receptacles

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

## BID PROPOSAL

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

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

I/We acknowledge receipt of the following addenda:

Dated in \_\_\_\_\_ this \_\_\_\_\_ day of  
20\_\_.

### SIGNATURE OF BIDDER:

(If an Individual): \_\_\_\_\_ doing  
business as

(If a Partnership):

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

Member of Firm \_\_\_\_\_

(If a Corporation):

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

Name \_\_\_\_\_

Title \_\_\_\_\_

SEAL

Business Address of Bidder: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

## RATE SCHEDULE

### **SCHEDULE I:      RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS**

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

\_\_\_\_\_ Dollars  
\$ \_\_\_\_\_

Additional 95-gallon container requested by resident

\_\_\_\_\_ Dollars  
\$ \_\_\_\_\_

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

\_\_\_\_\_ Dollars  
\$ \_\_\_\_\_

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### **SCHEDULE II:      YARD WASTE**

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

\_\_\_\_\_ Dollars  
\$ \_\_\_\_\_

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

\_\_\_\_\_ Dollars  
\$ \_\_\_\_\_

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### **SCHEDULE III: SPECIAL/BULK ITEMS**

The Contractor shall pickup bulk items (items able to be removed by a 2-man lift). Examples include furniture, appliances, and bagged construction and demolition debris. The Contractor shall pickup one bulk item per dwelling per week at no additional charge. Contractor shall pickup other bulk items at fee listed below.

Furniture:

\_\_\_\_\_ Dollars  
\$ \_\_\_\_\_

Appliances:

\_\_\_\_\_ Dollars  
\$ \_\_\_\_\_

Construction and Demolition Debris:

\_\_\_\_\_ Dollars  
\$ \_\_\_\_\_

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### **SCHEDULE IV: CITY FACILITIES**

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

**City Hall:** (404 E. Nelson)

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

\_\_\_\_\_ Dollars per month  
\$ \_\_\_\_\_

**Edgerton "Yellow House"** (305 E Nelson)

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

\_\_\_\_\_ Dollars per month  
\$ \_\_\_\_\_

**Edgerton Public Works:** (710 E. Nelson)

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

\_\_\_\_\_ Dollars per month  
\$ \_\_\_\_\_

**Streetsweeper debris per Ton as necessary:**

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

\_\_\_\_\_ Dollars per ton  
\$ \_\_\_\_\_ per ton

**Big Bull Creek Wastewater Facility:** (20600 Homestead Lane)

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

\_\_\_\_\_ Dollars per month  
\$ \_\_\_\_\_

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

\_\_\_\_\_ Dollars per ton  
\$ \_\_\_\_\_ per ton



**CONTRACT BETWEEN EDGERTON AND GARDNER DISPOSAL SERVICES, INC.**

**FOR**

**RESIDENTIAL SOLID WASTE  
COLLECTION AND DISPOSAL SERVICES**

**EFFECTIVE January 1, 2022**

THIS CONTRACT, made and entered into this 14th day of October 2021, to be effective January 1, 2022, by and between the City of Edgerton, Kansas ("City") and Gardner Disposal Services, Inc. ("Contractor").

WITNESSETH:

WHEREAS, Contractor was the low bidder to be the exclusive provider for curbside collection of residential solid waste, unlimited recyclable materials, segregated yard waste, special/bulk items and collection service for city facilities; and

WHEREAS, Article 5 of Chapter VIII of the City Code allows the City to contract with a Contractor for collection of solid waste within the corporate boundaries of the City; and

WHEREAS, the City and Contractor agree that the rates paid to Contractor as set forth herein, will not be changed until the expiration of this Contract, unless Contractor and the City agree otherwise in writing.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto mutually promise, covenant, and agree as follows:

1. Term. Subject to the Kansas Cash Basis law, the Contract term shall be three (3) years and shall initially run from January 1, 2022 through December 31, 2024. The Contract may be terminated at the end of the Contract term unless the City and Contractor have mutually agreed upon an extension no later than four (4) months prior to the expiration date, unless otherwise agreed upon by the parties. All subsequent contract extensions, if any, shall be in increments of two (2) years. Should the parties fail to reach an agreement on either termination or extension by December 31, 2024 the parties agree that following the end date of the Contract the Contract shall become a month to month agreement at the rates in place at that time until the Contract is either terminated or extended.

2. Scope of Work. During the term of this Contract, the Contractor shall collect, remove and dispose of all residential solid waste, garbage, trash, and recyclables (as defined by Johnson County regulations on mandatory recycling) in the City, and shall furnish all labor, vehicles, tools, equipment and any other necessary facilities thereof in accordance with the terms and conditions of this Contract, and all applicable federal, state, and local laws. During all times that Contractor is under contract with the City, Contractor shall maintain its license with Johnson County, Kansas, and shall comply with all Johnson County solid waste regulations that Johnson County has mandated are to be complied with by the City, and pay all applicable taxes required by the City, County or the State of Kansas.

The specific work under this Contract shall consist of the items contained in **Exhibit A** hereto, including all incidentals necessary to fully complete said work in accordance with the Contract.

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

3. Compensation to Contractor. The City will pay Contractor, for services rendered, within thirty (30) days following the end of the month. Such payment shall be based on the Rate Schedule (attached as **Exhibit B**) and the number of accounts established on the City's computerized utility billing systems. The City shall be billed for the number of accounts it provides to the Contractor. The Contractor shall bill and collect for Schedule I, II, III and IV services (set forth in **Exhibit A**) based on the Rate Schedule (set forth in **Exhibit B** hereto).

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

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

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

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

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

New Year's Day (January 1)  
Presidents Day (3<sup>rd</sup> Monday in February)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (1<sup>st</sup> Monday in September)  
Columbus Day (2<sup>nd</sup> Monday in October)  
Veteran's Day (November 11)  
Thanksgiving (4<sup>th</sup> Thursday of November)  
Day after Thanksgiving (4<sup>th</sup> Friday of November)  
Christmas (December 25)

d. **Account Management.** The number of accounts (the number of customers served) will be set annually. The City may receive requests for service to additional service locations not initially included in the Contract. The City will investigate all requests for service and will make the determination of eligibility for service and thereupon notify the Contractor. The City may annex areas in the future. These areas will be added to the list of residences that require residential solid waste collection and disposal services. The City will provide the contractor ninety (90) days' notice of new accounts to be added. At the time this Contract is being entered into, there are approximately 638 active accounts.

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

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

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

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

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

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

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

5. **Contractor's Personnel.** The Contractor shall assign an On-Site Superintendent, who shall be qualified to be in charge of the operations required by this Contract, and to serve as the liaison between the Contractor and the City. This person shall be present in the City limits during times of operation of the Contractor and shall serve as the contact for City staff to notify Contractor of complaints each week during weekly collection. Information regarding the experience and qualifications of the On-Site Superintendent shall be furnished to the City upon request.

Contractor's employees shall carry valid operator licenses for the type of vehicle they are driving. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex, or national origin. No Contractor personnel shall use alcohol or unlawful drugs while providing service under this Contract and, in the event of an accident by Contractor's personnel which causes significant harm or damage to a person or property, Contractor shall immediately test personnel involved for alcohol or unlawful drugs as permitted by law, and share the results with the City Administrator.

6. Customer Service Requirements. Contractor shall provide high quality customer service, and shall:

- a. Treat all customers with dignity and respect.
- b. Treat customer's property with respect.
- c. Timely answer questions, comments, or complaints from customers.
- d. Replace the lid to containers, leave containers upright and out of the street and driveway, and not in a place that will impede access to mailboxes.
- e. Leave a note to the customer indicating problems with items that cannot be picked up.
- f. Immediately clean up leaks or spills, and pick up any trash dropped by the Contractor.

7. Title to Solid Waste. Title to solid waste shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a container, or removed by the Contractor from the residential unit, whichever last occurs.

8. Termination. This Contract may be terminated within seven (7) days of Contractor receiving written notice from the City that Contractor:

- a. Fails to substantially perform the work with adequate personnel or equipment;
- b. Fails to perform the work suitably or discontinues the performance of work;
- c. Fails to provide reasonable customer service;
- d. Becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency or allows any final judgment for the payment of money to stand against Contractor unsatisfied;

**AND** Contractor or its surety fails to correct such default, to the satisfaction of the City, within two (2) days of Contractor receiving the City's notice.

At any time, and without any required notice, City and Contractor may mutually decide to terminate the Contract, and upon what terms.

9. Termination Due to Lack of Funding Appropriation. If, in the judgment of the City Administrator and/or Governing Body, sufficient funds are not appropriated to continue the function performed in this Contract and for the payment of the charges hereunder, City may terminate this Contract at the end of its current fiscal year. City

agrees to give written notice of termination to Contractor at least 30 days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any of Contractor's equipment, leased or otherwise, provided to the City under the Contract. City will pay to the Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.

10. Performance Bond. Contractor is required to furnish a Performance Bond to the City in the amount of twenty-five percent (25%) of the total annualized amount of this Contract (as calculated and determined by the City Administrator), and in accordance with Kansas Statutory requirements, guaranteeing faithful compliance with the terms of this Contract. The bond shall be written by an agent having an established office in Kansas.

11. Legal Compliance. In performing this Contract, Contractor will comply with all applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed, and all said laws, ordinances, rules, and regulations as they exist now or are amended in the future, shall apply to the Contract throughout, and they shall be deemed to be included in this Contract as though written out in full as part of this Contract. Equipment utilized by the Contractor must comply with all axle weight restrictions.

Notwithstanding the foregoing paragraph, any change in the existing City Charter or any ordinance of the City, shall not affect the validity of this Contract or alter, modify, or amend the obligations or duties of, or the privileges or benefits occurring to the Contractor hereof. But if any such changes result in a significant change in Contractor's obligations under this Contract, then City and Contractor will engage in good faith negotiation concerning adjusting the compensation paid to Contractor to reflect the changes in obligations.

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

(1)COMMERCIAL GENERAL LIABILITY  
\$1,000,000 Per Occurrence  
\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent, and shall cover liability arising from premises, operations, independent contractors, products and completed operations, and personal and advertising injury. Such coverage shall also contain a "per project" aggregate endorsement. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not

contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copy of which is required to be attached to the certificate of insurance. Contractor shall maintain this coverage for itself and for all additional insureds for the duration of the contract.

#### (2) CONTRACTORS POLLUTION LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

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

Coverage is to include:

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

#### (3) AUTOMOBILE LIABILITY

\$1,000,000 Per Accident

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

#### (4) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$1,000,000 Each Accident

\$1,000,000 Policy Limit - Disease

\$1,000,000 Each Employee – Disease

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

(5) UMBRELLA / EXCESS LIABILITY

\$1,000,000 Per Occurrence

\$1,000,000 Aggregate

A combined single limit of excess liability to apply over and above General Liability, Contractors Pollution Liability, Auto Liability, and Employers Liability, with terms and conditions consistent with those of the underlying coverage, not any more restrictive. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured.

(6) WAIVER OF SUBROGATION

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

(7) CERTIFICATE OF INSURANCE

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

be limited by the amount of the required insurance coverage. Contractor shall notify City in writing as soon as possible after any bodily injury or property damage occurrence that could potentially lead to any lawsuit or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

13. Indemnity. Contractor will indemnify, defend, and save harmless the City, its officers, agents, servants, and employees from and against any and all Court actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from an alleged willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract.

14. Contract is Exclusive. The Contractor shall be the only person or organization authorized by the City to provide residential solid waste collection and disposal services within the City provided and paid for by the City, unless otherwise mutually agreed by Contractor and the City. It is the understanding and intention of the City and Contractor that this Contract shall not constitute a franchise, but rather a Contract for the collection and disposal of solid waste collected within the corporate limits of the City.

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

16. Solid Waste Management Act Data Submission Requirements. The Contractor shall be required to provide all data deemed necessary by the City to comply with the reporting requirements of the Solid Waste Management Act of 1989 (SB 111), as amended, or any other federal or state law or regulation. The Contractor is expected to be thoroughly familiar with reporting requirements mandated by law.

17. Modification to Rates. The Contractor shall provide and perform all of the work specified herein for the amounts indicated in the Rate Schedule (**Exhibit B**) for the duration of this Contract. It is expressly understood that the payments provided for in accordance with the Rate Schedule shall constitute full and complete payment to the Contractor for all services provided by the Contractor under this Contract.

18. Equal Employment Requirements. Contractor shall be an equal opportunity employer as defined by Section 1000 (e) of Chapter 21, Title 42, of the United States Code Annotated, and comply with Federal Regulations or acts regarding employment, but only if they apply to Contractor. Contractor shall also observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the

performance of this Contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry. In all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer", or a similar phrase that is acceptable to the Kansas Commission on Human Rights. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 1977 Supp. 44-1031, as amended, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the City. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission, which has become final, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended in whole or in part, by the City.

19. Entire Agreement. This Contract comprises all agreements between the parties, and shall not be amended unless in writing and agreed to by the parties.

20. Governing Law. This Agreement is entered into in the state of Kansas and shall be subject to the laws of that state in all matters of interpretation.

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

CITY OF EDGERTON, KANSAS

BY: \_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

GARDNER DISPOSAL SERVICES, INC.

BY: \_\_\_\_\_  
Tim Henry, President

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned Notary Public in and for the County and State aforesaid, appeared Tim Henry of Gardner Disposal Services, Inc., to me personally known, who being duly sworn did state that he has the authority to execute the foregoing document and that he acknowledged he fully understands the content and meaning of the within instrument and acknowledged that said instrument is his free act and deed.

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

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

My Appointment Expires: \_\_\_\_\_

## **EXHIBIT A**

### **SCHEDULE I SPECIFICATIONS**

#### **RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS**

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

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

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

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

Special Accommodation: Aged, feeble or handicapped customers for whom it would be impractical or difficult to transport the container to the curbside shall be served from

their house side or where their containers are generally kept, provided the City shall provide a written list of such customers to the Contractor on a quarterly basis.

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

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

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

## **SCHEDULE II SPECIFICATIONS**

### **YARD WASTE**

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

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

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

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

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

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

## **SCHEDULE III SPECIFICATIONS**

### **SPECIAL/BULK ITEMS**

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

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

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

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

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

## **SCHEDULE IV SPECIFICATIONS**

### **CITY FACILITIES**

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

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

A. City Hall: (404 E. Nelson)

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

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

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

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

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

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

1. Solid Waste: The Contractor shall provide two (2) one-yard dumpsters for the disposal of solid waste. The dumpsters will be collected once per week on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide at least one 95-gallon container for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per week on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.
3. Sludge Disposal: The Contractor shall provide a 20-yard dumpster necessary for sludge disposal. The City will pay a fee per ton upon disposal of sludge dumpster. Disposal removal occurs based on call generated from staff. Once call is placed, removal shall occur within two business days during normal business hours (Monday through Friday 8:00 AM to 4:30 PM excluding holidays). As an alternative, the Contractor is permitted, but not required, to hire, as outlined in Section 2.1 "Insurance" of this document, a licensed and insured third party to pick up and dispose of sludge; if the Contractor chooses to hire a third party contractor the City will only pay the sludge disposal fees to the Contractor and will only notify the Contractor when sludge disposal is needed. All other necessary communication for sludge disposal operations will be the responsibility of the Contractor and its designated third party.

Annual Citywide Cleanup:

The Contractor shall provide curbside bulky item collection on the third Saturday of May, or other date as designated by the City each year. Curbside collection shall include appliances without CFCs, furniture, carpet, construction debris, etc. Contractor shall provide dumpster for collection of appliances that contain CFCs at Edgerton Public Works Facility, 710 E. Nelson Street, Edgerton, KS 66021.

Future Facilities:

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

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

## **RATE SCHEDULE**

### **SCHEDULE I:      RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS**

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

**Fifteen Dollars      (\$15.00)**

Additional 95 container requested by resident

**One Dollar (\$1.00) Per Recycling Container**

**Five Dollars (\$5.00) Per Trash Container**

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

**One and Fifty Cents Dollars      (\$1.50)**

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### **SCHEDULE II:      YARD WASTE**

Once weekly collection of yard waste including grass, plant clippings, leaves and limbs segregated from solid waste to be disposed. Grass, plant clippings and leaves shall be bagged in paper bags. Limbs shall be bundled and tied with string. Limit of eight (8)

yard waste items collected except during the months of March, April, August, September, October and November when the limit is twelve (12) items. Price listed shall be per customer, per month, with number of customers revised monthly.

**Zero Dollars (\$0) (Included in Trash & Recycle Cost)**

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

**One and Fifty Cents Dollars (\$1.50)**

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**SCHEDULE III: SPECIAL/BULK ITEMS**

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

Furniture:

**Fifteen Dollars (\$15.00) Each**

Appliances:

**Twenty Dollars (\$20.00) Each**

Construction and Demolition Debris:

## **Per Bid by Customer**

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### **SCHEDULE IV: CITY FACILITIES**

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

#### **City Hall:** (404 E. Nelson)

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

**Zero Dollars (\$0) Per month**

#### **Edgerton "Yellow House"** (305 E Nelson)

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

**Zero Dollars (\$0) Per Month**

#### **Edgerton Public Works:** (710 E. Nelson)

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

**Two Hundred and Forty (\$240.00) Per Month**

**Streetsweeper debris per Ton as necessary:**

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

**One Hundred Dollar (\$100) Monthly Fee Plus Seventy Dollars (\$70) Per Ton**

**Big Bull Creek Wastewater Facility:** (20600 Homestead Lane)

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

**One Hundred Dollars (\$100) Per Month**

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

**One Hundred Dollar (\$100) Monthly Fee Plus  
One Hundred Dollar (\$100) Trip Fee Plus  
Seventy-five Dollars (\$75) Per Ton up to Six (6) Tons Plus  
One Hundred Fifty Dollars Per Ton over Six (6) Tons**

## CITY OF EDGERTON, KANSAS

### COUNCIL AGENDA ITEM

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

**Agenda Item:** Resolution Setting Public Hearing

**Subject:** Edgerton Homestead Lane Retail TIF District  
Project Plan B1

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#### Summary:

On August 22, 2019, the City created the Homestead Lane Retail TIF District on property generally located at the northeast and northwest corners of Interstate 35 and Homestead Lane (the “District”). Pursuant to a Development Agreement with Woodstone Properties, LLC (the “Developer”), the City agreed to consider a TIF project plan for the redevelopment of approximately 42 acres located in the southwest corner of Homestead Lane and 199<sup>th</sup> Street (the “Project Plan Area”) that is within the District.

The Developer proposes to construct hotels, a conference center, travel center, restaurants, retail space, office space and associated infrastructure improvements on the Project Plan Area. The City proposes to construct public infrastructure improvements. Together, these improvements are referred to as “Project Plan B1.”

In order to create a project plan within a TIF District, the City needs to take the following actions:

1. Prepare a feasibility study;
2. Prepare a project plan;
3. Have the project plan considered by the Planning Commission;
4. Set a date for a public hearing on the project plan;
5. Notify the county, school district and property owners and publish notice of the public hearing; and
6. Approve an ordinance creating the project plan.

The City has caused a feasibility study to be prepared by Columbia Capital. The City has also caused Project Plan B1 to be prepared.

On September 14, 2021, the Edgerton Planning Commission approved a resolution finding that Project Plan B1 is consistent with the intent of the comprehensive plan for development of the City.

On September 23, 2021, the City Council approved Resolution No. 09-23-21C setting a hearing on Project Plan B1. This Resolution contained an error on the date of the hearing.

The City now needs to rescind Resolution 09-23-21C and set a date for the public hearing on Project Plan B1. This Resolution sets November 18, 2021 as the date for the public hearing.

## **RESOLUTION NO. 10-14-21A**

### **A RESOLUTION PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER ADOPTION OF REDEVELOPMENT PROJECT PLAN B1 FOR THE HOMESTEAD LANE RETAIL TIF DISTRICT**

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**WHEREAS**, on August 22, 2019, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”), and Ordinance No. 2021 of the City of Edgerton, Kansas (the “City”), and in order to promote, stimulate and develop the general and economic welfare of City, the Governing Body established a redevelopment district generally located at the northeast and northwest corners of Interstate 35 and Homestead Lane referred to as the Homestead Lane Retail TIF District (the “District”); and

**WHEREAS**, the Governing Body desires to consider adoption of Redevelopment (TIF) Project Plan B1 (“Project Plan B1”) in accordance with the Act, which provides for the redevelopment of approximately 42 acres located in the southwest corner of Homestead Lane and 199<sup>th</sup> Street (the “Project Plan B1 Area”) by constructing hotels, a conference center, travel center, restaurants, retail space, office space and associated infrastructure improvements (the “Private Project”); and

**WHEREAS**, a feasibility study was completed which indicates the benefits derived from Project Plan B1 are significant; and

**WHEREAS**, on September 14, 2021, the City Planning Commission reviewed Project Plan B1 and passed a resolution finding that Project Plan B1 is consistent with the intent of the comprehensive general plan for the development of the City;

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

**Section 1.** A public hearing to consider adoption of Project Plan B1 shall be held at the City Council meeting on November 18, 2021, at 7:00pm, or as soon thereafter as practical, at the Edgerton Community Building, 404 E. Nelson Street, Edgerton, Kansas.

**Section 2.** The boundaries of the District are set forth in **Exhibit A**.

**Section 3.** The boundaries of the Project Plan B1 Area that is the subject of Project Plan B1 are set forth in **Exhibit B**. A drawing depicting the Project Plan B1 Area to be redeveloped as Project Plan B1 is attached as **Exhibit C**.

**Section 4.** Project Plan B1, including the feasibility study and a description and map of the area to be redeveloped, are available for inspection during regular business hours in the office of the City Clerk. Because no relocation is required by the Project Plan, no relocation assistance plan is included, and there are no financial guarantees of prospective developers.

**Section 5:** The City Clerk shall mail a copy of this Resolution and a copy of Project Plan B1 by certified mail, return receipt requested, to the Board of County Commissioners of Johnson County, Kansas, and the Board of Education of Unified School District No. 231, Johnson County, Kansas. The City Clerk shall also mail copies of the above by certified mail to each owner and occupant of land within the Project Plan B1 Area not more than 10 days following the date of adoption of this Resolution.

**Section 6:** This Resolution shall be published by the City Clerk once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing.

**Section 7.** This Resolution shall be in full force and effect from and after its adoption.

**Section 8.** Resolution No. 09-23-21C is hereby repealed.

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

**CITY OF EDGERTON, KANSAS**

[SEAL]

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

ATTEST:

\_\_\_\_\_  
City Clerk

## EXHIBIT A

### LEGAL DESCRIPTION OF HOMESTEAD LANE RETAIL REDEVELOPMENT DISTRICT

Kansas Uniform Parcel # 046-202-09-0-10-01-009.02-0

#### TRACT I:

All that part of the Southeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas, described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 9; thence North 89 degrees 50 minutes 55 seconds West, along the North line of the Southeast Quarter of said Section 9, 150 feet to the point of beginning, said point being on the Northerly right-of-way line of I-35 Highway; thence South 0 degrees 34 minutes 28 seconds East, along the Northerly right-of-way line of said I-35 Highway, 278.50 feet; thence South 54 degrees 55 minutes 40 seconds West, along the Northerly right-of-way line of said I-35 Highway, 255.31 feet; thence South 61 degrees 00 minutes 19 seconds West, along the Northerly right-of-way line of said I-35 Highway, 100.51 feet; thence South 55 degrees 17 minutes 10 seconds West, along the Northerly right-of-way of said I-35 Highway, 300.00 feet; thence South 49 degrees 33 minutes 32 seconds West, along the Northerly right-of-way line of said I-35 Highway, 100.45 feet; thence South 55 degrees 17 minutes 10 seconds West, along the Northerly right-of-way line of said I-35 Highway, 332.33 feet; thence Southwesterly along the Northerly right-of-way line of said I-35 Highway on a curve to the Right having a radius of 22,768.30 feet, 1,865.80 feet, to a point on the West line of the Southeast Quarter of said Section 9; thence North 0 degrees 27 minutes 14 seconds West, along the West line of the Southeast Quarter of said Section 9, 1,904.32 feet to the Northwest corner of the Southeast Quarter of said Section 9; thence South 89 degrees 50 minutes 55 seconds East, 2,480.69 feet to the Point of Beginning, except those parts in streets or roads.

And except

A tract of land lying in the Southeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas, being more particularly described as follows:

Commencing on the Northeast corner of the Southeast Quarter of said Section 9; thence North 89 degrees 50 minutes 55 seconds West, along the North line of the Southeast Quarter of said Section 9, 150.00 feet to the Northerly right-of-way line of I-35 Highway; thence along said Northerly right-of-way line South 00 degrees 34 minutes 28 seconds East, 278.50 feet; thence continuing along said Northerly right-of-way line South 54 degrees 55 minutes 40 seconds West, 255.31 feet; thence continuing along said Northerly right-of-way line South 61 degrees 00 minutes 19 seconds West, 100.51 feet; thence continuing along said Northerly right-of-way line South 55 degrees 17 minutes 10 seconds West, 300.00 feet; thence continuing along said Northerly right-of-way line South 49 degrees 33 minutes 32 seconds West, 21.40 feet to the point of beginning; thence continuing South 48 degrees 33 minutes 32 seconds West along said Northerly right-of-way line of I-35 Highway, 79.05 feet; thence continuing along said Northerly right-of-way line South 55 degrees 17 minutes 10 seconds West, 332.23 feet; thence Southwesterly, along said Northerly right-of-way line, along a curve to the Right, having a radius of 22,768.30 feet, a central angle of 04 degrees 41 minutes 43 seconds, 1,865.80 feet to the West line of the Southeast Quarter of Section 9; thence North 00 degrees 27 minutes 14 seconds West along said West line of the Southeast Quarter of Section 9, 1,242.01 feet; thence South 89 degrees 54 minutes 42 seconds East, 1,918.80 feet to the point of beginning, except that part in road and highway.

#### TRACT II:

Beginning at a point 679.74 feet West of the Southeast corner of the Northeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas; thence North 330 feet; thence West 1320 feet; thence South 330 feet;

thence East 1320 feet to the point of beginning, except those parts in streets or roads.

And:

A tract of land in the South Half of the Northeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas, being more particularly described as follows:

Beginning at a point 879.74 West and 330.00 feet North of the Southeast corner of the Northeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas; thence West 1320.00 feet to the center of a cul-de-sac; thence North 330.00 feet along the center line of an access road; thence East 330.00 feet and along the center line of said access road; thence continuing East 990.00 feet; thence South 330.00 feet to the point of beginning, except that part thereof in streets, roads or public right-of-way.

Except:

All that part of the Northeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 9; thence North 89 degrees 50 minutes 55 seconds West along the South line of the Northeast Quarter of said Section 9, 879.74 feet to the true point of beginning; thence North 00 degrees 21 minutes 18 seconds West parallel to the East line of said Section 9, 680.00 feet; thence North 89 degrees 50 minutes 55 seconds West 980.53 feet; thence South 00 degrees 27 minutes 14 seconds East along the Easterly right-of-way line of Pepper Tree Lane, 25.00 feet; thence North 89 degrees 50 minutes 55 seconds West along the Southerly right-of-way line of Pepper Tree Lane, 300.00 feet; thence South 00 degrees 27 minutes 18 seconds East, 50.00 feet; thence South 89 degrees 50 minutes 55 seconds East, 350.00 feet; thence South 31 degrees 48 minutes 49 seconds East, 63.40 feet; thence South 01 degrees 02 minutes 55 seconds East, 107.74 feet; thence South 39 degrees 42 minutes 31 seconds West, 27.31 feet; thence South 12 degrees 18 minutes 34 seconds East, 32.12 feet; thence South 39 degrees 22 minutes 58 seconds East, 35.76 feet; thence South 88 degrees 39 minutes 55 seconds East, 48.26 feet; thence North 78 degrees 35 minutes 27 seconds East, 29.31 feet; thence North 53 degrees 35 minutes 10 seconds East, 26.17 feet; thence North 43 degrees 04 minutes 52 seconds East, 17.52 feet; thence South 51 degrees 56 minutes 36 seconds East, 76.15 feet; thence South 89 degrees 50 minutes 55 seconds East, 252.55 feet; thence South 00 degrees 21 minutes 18 seconds East, 330.00 feet; to a point on the South line of the Northeast Quarter of said Section 9; thence South 89 degrees 50 minutes 55 seconds East along the South line of the Northeast Quarter of said Section 9, 442.00 feet to the point of beginning.

Kansas Uniform Parcel # 046-202-09-0-10-01-001.00-0

The East One-Third (1/3) of the Northeast Quarter (NE 1/4) excluding that part in roads and Highways of Section 9, Township 15, Range 22, in the City of Edgerton, Johnson County, Kansas.

Kansas Uniform Parcel # 046-202-10-0-20-01-002.00-0

Part of the Northwest One-Quarter of Section 10, Township 15 South, Range 22 East of the 6th Principal Meridian, Johnson County, Kansas. Lying North of Highway 35 as now established, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4, Section 10, Township 15 South, Range 22 East; thence South 02 degrees 03 minutes 46 seconds East along the West line of the said Northwest 1/4 a distance of 991.99 feet to a point; thence North 87 degrees 35 minutes 22 seconds East, 280.86 feet to the TRUE POINT OF BEGINNING; thence continuing North 87 degrees 35 minutes 22 seconds East, 362.18 feet to a point; thence South 02 degrees 03 minutes 46 seconds East, 342.19 feet (deeded 342.20 feet) to a point on the North line of the South 1/2 of the said Northwest 1/4; thence North 88 degrees 12 minutes 35 seconds East along the said North line, 1487.52 feet to a point on the Northwestern right-of-way of Highway I-35 as recorded in Book 201108, Page 001191; thence South 53 degrees 32 minutes 58 seconds West along the said highway right-of-way, 737.13 feet (deed 737.07 feet) to a point; thence South 64 degrees 51 minutes 34 seconds West along said highway right-of-way, 509.90 feet to a point; thence South 85 degrees 06 minutes 40 seconds West along said highway right-of-way, 821.52 feet to a point; thence North 10 degrees 04 minutes 47 seconds West along said highway right-of-way, 802.50 feet to a point; thence North 15 degrees 12 minutes 50 seconds East along said highway right-of-way, 141.15 feet to a point; thence North 88 degrees 57 minutes 08 seconds East along said highway right of way, 116.36 feet to a point; thence North 0 degrees 38 minutes 21 seconds West along said highway right-of-way, 76.41 feet to the TRUE POINT OF BEGINNING. Except part in road and highway.

Kansas Uniform Parcel # 046-202-10-0-20-01-001.00-0

The North Half of the Northwest Quarter of Section 10, Township 15, Range 22, in Johnson County, Kansas, and

The North 25 Acres of Southeast Quarter, Northwest Quarter Section 10, Township 15, Range 22, Johnson County, Kansas, and

The West Half (W 1/2) of the South Half (S 1/2) of the Northwest Quarter (NW 1/4), and the South Fifteen Acres (S 15 Acres) of the East Half (E 1/2) of the South Half (S 1/2) of the Northwest Quarter of Section Ten (10), Township Fifteen (15) Range Twenty Two (22), Johnson County, Kansas, containing Fifty Five (55), acres, more or less, and

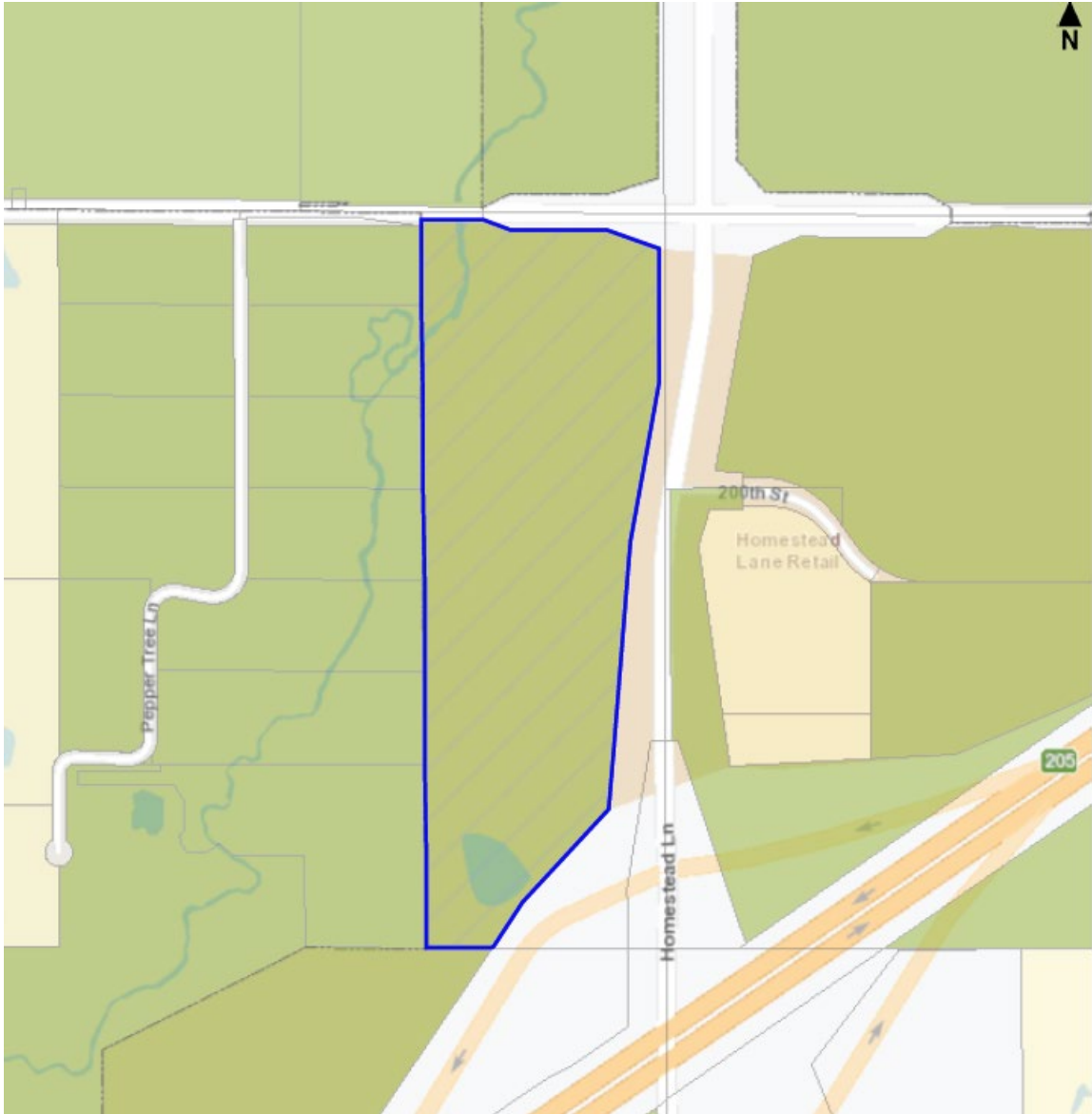
All of Lot 6 Except the South 514.50 feet of the east 121.7 feet; and except the South 145 feet of the West 108.3 feet of the East 222 feet of County Clerk's subdivision of the NW 1/4 of Section 7, Township 15, Range 22, in Johnson County, Kansas.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF PROJECT PLAN B1 AREA**

The East One-Third ( $1/3$ ) of the Northeast Quarter (NE  $1/4$ ) excluding that part in roads and Highways of Section 9, Township 15, Range 22, in the City of Edgerton, Johnson County, Kansas.

## EXHIBIT C

### Map of Boundaries of Project Plan B1 Area



## City Council Action Item

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

**Department:** Community Development

**Agenda Item: Consider a Possible Dangerous and Unfit Structure Existing at 707 W. Nelson Street, #112 in the City of Edgerton, Johnson County, Kansas Pursuant to City of Edgerton City Code, Chapter IV, Article 4, Section 4-407**

**Background/Description of Item:** On May 18, 2021 a fire occurred at the mobile home located at 707 W. Nelson Street, Space 112. The owner of the mobile home is Norman McCracken. The owner of the land on which the mobile home sits is Kyle L. Oswald. On May 20, 2021 an inspection of the mobile home was conducted by Fire Marshall Brad Ralston of Johnson County Fire District #1 and representatives from GBA, the City's building inspection contractors, Joe Kmetz and Robert Talburt.

As determined by both the acting building inspectors and the Johnson County Fire Marshall, due to the extensive damage sustained during the fire, the mobile home structure located at 707 W. Nelson Street, Space 112 is unfit for human use or habitation. The McCracken family has indicated that because the home was uninsured, there are no insurance proceeds to make repairs.

Once the home was deemed uninhabitable, the owner was given a deadline of August 2, 2021 to make a decision on repair or removal of the structure. Staff spoke with both Ms. Coleman (who spoke on behalf of Mr. McCracken) and Mr. Oswald on August 2, 2021 but resolution on what would be done with the structure was not provided. In order to move towards resolution of the unfit dwelling, staff brought forward Resolution 08-12-21A to conduct a public hearing on the matter. The Governing Body passed Resolution 08-12-21A, setting October 14, 2021 as the public hearing date.

Public notice for this public hearing was published in the Gardner News on August 18, 2021 and August 25, 2021. On August 13, 2021 notification for the Public Hearing was sent via Certified Mail to Mr. McCracken at both the mobile home address and to the address of his Daughter, Norma Coleman, and to Kyle Oswald. The Certified Mail was accepted by both parties.

Pursuant to Chapter IV, Article 4, Section 4-407, upon conclusion of the hearing, the governing body must make a determination as to whether the structure under consideration is dangerous, unsafe or unfit for human use or habitation. Said findings must be in writing and

the owner or agent will be notified to either repair or demolish or remove the structure. The Governing Body must provide a time frame for the owner to abate the condition. If the repair, alteration, or improvement of the structure can be made at a cost which shall not exceed 50 percent of the fair market value of the structure, the owner of the property shall, within the time specified in the order, repair, alter or improve the structure to render it safe and fit for human use or habitation, or shall vacate and close the structure until such time as he or she has complied with the order. If the repair, alteration or improvement of the structure cannot be made at a cost of 50 percent or less of its fair market value, the owner shall, within the time specified in the order, remove or demolish the structure.

Should the owner fail to comply with the time specified in the order, the city may cause the structure to either be repaired, altered, improved or demolished.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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<b>Recommendation:</b>
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**Enclosed:**

- Edgerton City Code Chapter IV, Article 4
- Inspection reports from Johnson County Fire District #1 and GBA
- Photos of 707 W. Nelson Street, #112

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

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

#### ARTICLE 4. DANGEROUS AND UNSAFE BUILDINGS

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

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

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

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

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

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

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

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

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

## ARTICLE 5. MOVING BUILDNGS

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



## Fire District #1 Johnson County

Station: **124**  
Shifts Or Platoon: **C Shift**

Location: <b>707 W NELSON ST # 212</b> <b>Edgerton KS 66021</b>	Incident Type: <b>111 - Building fire</b>
Lat/Long: <b>N 38° 45' 53.71"</b> <b>W 95° 1' 6.92"</b>	FDID: <b>JO315</b> Incident #: <b>2021-1380122</b> Exposure ID: <b>57973366</b> Exposure #: <b>0</b> Incident Date: <b>05/18/2021</b> Dispatch Run #: <b>21-1380122</b>
Zone: <b>E - City of Edgerton</b> Location Type: <b>1 - Street address</b> Map Page: <b>430/1.</b>	

<b>Report Completed by:</b>	Stahl , Brent A	<b>ID:</b> 128704	<b>Date:</b> 05/31/2021
<b>Report Reviewed by:</b>	Strong , John A	<b>ID:</b> 120815	<b>Date:</b> 06/03/2021
<b>Report Printed by:</b>	Ralston , Brad W	<b>ID:</b> 121187	<b>Date:</b> 7/8/2021 <b>Time:</b> 12:28

Structure Type: <b>Fixed portable or mobile structure</b>		Property Use: <b>419 - 1 or 2 family dwelling</b>	
Automatic Extinguishment System Present: <input type="checkbox"/>	Detectors Present: <input type="checkbox"/>	Cause of Ignition: <b>Cause under investigation</b>	
Aid Given or Received: <b>Automatic aid received</b>		Primary action taken: <b>11 - Extinguishment by fire service personnel</b>	
Additional actions: <b>12 - Salvage &amp; overhaul , -</b>			
<b>Losses</b>	<b>Pre-Incident Values</b>		
Property: <b>\$10,000.00</b>	Property: <b>\$10,000.00</b>	Civilian Injuries: <b>0</b>	Fire Service Injuries: <b>0</b>
Contents: <b>\$5,000.00</b>	Contents: <b>\$5,000.00</b>	Civilian Fatalities: <b>0</b>	Fire Service Fatalities: <b>0</b>
Total: <b>\$15,000.00</b>	Total: <b>\$15,000.00</b>	Total Casualties: <b>0</b>	Total Fire Service Casualties: <b>0</b>
Total # of apparatus on call: <b>9</b>		Total # of personnel on call: <b>26</b>	

<b>Special Studies</b>	
<b>COVID 19 was a factor in this incident.</b>	No, COVID 19 was not a factor.

<b>Neighboring Agencies</b>
<b>Agency Name:</b> Fire District #2 JO313 <b>Agency ID:</b> JO313 <b>Agency Type:</b> Fire
<b>Agency Name:</b> Johnson County Med Act <b>Agency ID:</b> <b>Agency Type:</b> Other EMS Agency
<b>Agency Name:</b> Johnson County Sheriffs <b>Agency ID:</b> <b>Agency Type:</b> Law
<b>Agency Name:</b> Wellsville Fire Department FR306 <b>Agency ID:</b> FR306 <b>Agency Type:</b> Fire

<b>Narrative from dispatch:</b>  05/18/2021 14:05:43MAD [ProQA: Case Entry Complete] Problem Description: REPORTED BUILDING/STRUCTURE FIRE Chief Complaint: 69, CCText: Structure Fire 05/18/2021 14:05:49MAD [ProQA Dispatch] Dispatch Level: 69E09 (Mobile home, house trailer, portable office) Response Text: 69 Chief Complaint: 69, CCText: Mobile home fire 05/18/2021 14:05:49MAD [ProQA: Key Questions] 1. Mobile home. 05/18/2021 14:06:38MAD [ProQA: Key Questions] 2. Caller not inside bldg. 3. Single lvl. 4. Unk if anyone trapped. 5. Fire loc: coming from middle 05/18/2021 14:06:58CES winds s @ 10mph
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05/18/2021 14:07:17MT WBGT off  
 05/18/2021 14:07:51CES Backed up incident with CH124  
 05/18/2021 14:08:13MAD caller unsure if two people that live there are home or gone, states car isn't in the driveway, they do have a dog  
 05/18/2021 14:08:25MAD [Notification] smoke coming from middle and walls look like they're starting to burn  
 05/18/2021 14:09:03J\_C [Notification] wellsville paging for engine  
 05/18/2021 14:09:06CES E124 smoke showing single wide est nelson Command  
 05/18/2021 14:10:04CES E124 Command 360 complete no addt hazards  
 05/18/2021 14:10:58CES E124 Command 2 cars right outside, making entry  
 05/18/2021 14:11:13CES BC121 req back fill district  
 05/18/2021 14:14:01CES CH124 Command  
 05/18/2021 14:15:21CES CH124 Command to e121 need water  
 05/18/2021 14:16:20MAD [Notification] Franklin CO advising they've paged Wellsville twice and no one has answered to respond yet, having trouble getting in touch with them  
 05/18/2021 14:16:59J\_C [Notification] wellsville does not have any help available  
 05/18/2021 14:17:19CES E122 lvl one  
 05/18/2021 14:17:42CES M1153 staged at 7 & morgan  
 05/18/2021 14:17:45MT BC123 OD  
 05/18/2021 14:17:52MT Media Page sent  
 05/18/2021 14:17:55CES CH124 Command primary all clear  
 05/18/2021 14:18:20CES CH124 Fire Under Control  
 05/18/2021 14:18:56CES CH124 Command adv bc81 and e84 can clr  
 05/18/2021 14:19:43MAD [Notification] KS Gas notified  
 05/18/2021 14:21:02J\_C [Notification] kcp&l en route  
 05/18/2021 14:21:51CES kcpl on scene  
 05/18/2021 14:24:50CES CH124 Command Fire Out  
 05/18/2021 14:25:53CES E124 to ch124 Command secondary all clear  
 05/18/2021 14:26:05CES E121 and e124 exited with par  
 05/18/2021 14:26:43CES CH124 Command using tac for talkaround, will come up on ops  
 05/18/2021 14:29:27JC CH124 requests water dept  
 05/18/2021 14:34:29MAD 893-6801 listed for edgerton water dept - this is a fax machine message left f for Mark Marbrey  
 05/18/2021 14:34:42J\_C [Notification] edgerton city hall en route  
 05/18/2021 14:44:47JC CH124 Gas Co. & Edgerton Public works on scene  
 05/18/2021 15:19:02JC CH124 Releasing TAC 4

## NARRATIVE (2)

**Narrative Title:** n/a

**Narrative Author:** Ballard , Patrick

**Narrative Date:** 05/18/2021 19:00:29

**Narrative Apparatus ID:** E124

### Narrative:

Units were dispatched to the listed address for a house fire. E124 arrived and found a single story, single wide mobile home with moderate grey smoke showing from multiple places. E124 established Nelson Command. Command performed a 360 of the structure and found no additional hazards. Command noted 2 vehicles in the driveway and no one on scene could verify that the occupants were out of the structure. Command advised dispatch to have the next in engine bring in a water supply and Command would be making entry for a primary search. E124 made entry to the structure and found heavy smoke and high heat. E124 found a small area of fire in the living room area. E124 hit the fire and proceeded to perform a primary search. Ch124 arrived and command was transferred to him. E124 completed the primary search with nothing found. E124 requested ventilation be started. E124 assisted with overhaul after the fire was controlled. When the fire was confirmed out the scene was turned over to CH126 and Insp124. E124 then cleared the call.

**NARRATIVE (3)****Narrative Title:** n/a**Narrative Author:** Neis , Kale**Narrative Date:** 05/18/2021 21:09:43**Narrative Apparatus ID:** E121**Narrative:**

E121 arrived on scene, crew established water supply established to E121.

Crew conducted secondary search nothing found.

E121 assisted overhaul and clean up.

E121 returned to service.

**NARRATIVE (4)****Narrative Title:** BC121**Narrative Author:** Hirschmann , Michael**Narrative Date:** 05/21/2021 14:46:28**Narrative Apparatus ID:** BC121**Narrative:**

BC121 arrived on scene and assisted CH124 with incident command. When Ch124 went into investigation mode, BC121 took over command until units cleared.

**NARRATIVE (5)****Narrative Title:** n/a**Narrative Author:** Strong , John**Narrative Date:** 05/23/2021 09:07:24**Narrative Apparatus ID:** E122**Narrative:**

Dispatch: House Fire

Arrival: Level one to the south

Actions taken: E122 crew was assigned on deck side alpha. Task that were given were to secure water, gas and to check the crawl space for extension. 360 was also completed for RIT reasons. Minus hand tools, E122 had no equipment taken off of the truck. We were quickly placed back in service once the fire was declared out.

<b>PERSONNEL ON CALL</b>			
<b>Name</b>	<b>Personnel Rank</b>	<b>Role(s)</b>	<b>Apparatus</b>
Avery, Nicholas A	Firefighter EMT		E124
Ballard , Patrick D	Captain		E124
Evans, Travis	Firefighter EMT		E122
Gourley, Chase F	Firefighter		E121
Graham III, Pete J	Fire Inspector		Other
Hirschmann , Michael L	Battalion Chief		BC121
Holly , Jerry L	Division Chief		CH124
Kirk , Rob R	Chief		Other
McLain, Cameron C	Firefighter		E121
Meyer, Blake F	Firefighter EMT		E121
Meyers , Dennis L	Assistant Chief		Other
Morley , Trig M	Division Chief		Other
Muniz, Tyler	Firefighter EMT		E124
Neis , Kale M	Firefighter EMT		E121
Ralston , Brad W	Deputy Fire Marshal		Other
Shaw , Joshua J	Firefighter EMT		Q84
Strong , John A	Captain		E122
Wilkinson, John (Jake) J	Firefighter EMT		E122
Winkler , Aaron T	Training Chief		Other

Member Making Report (Captain Brent A Stahl): \_\_\_\_\_

Incident Reviewer (Captain John A Strong): \_\_\_\_\_

# Fire District #1 Johnson County

Occupancy: **Norman McCracken**

Occupancy ID:

Address: **707 W Nelson ST Apt/Suite #212**  
**Edgerton KS 66021**

Inspection Type: **Safety Inspection**

Inspection Date: **5/20/2021**

By: Ralston , Brad W (121187)

Time In: **12:00**

Time Out: **13:20**

Authorized Date: **05/20/2021**

By: Ralston , Brad W (121187)



Form: Fire Inspection  
Checklist

## Inspection Description:

A fire and life safety inspection has been conducted for your facility. This inspection was done in accordance with the International Fire Code. Any hazards identified should be corrected within 30 days from the initial inspection date or a written plan of corrective action should be submitted to the Fire Prevention Division within the same time frame. Failure to correct the items identified within this report may result in the penalties established by law within the International Fire Code.

## Inspection Topics:

## Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
<b>Notes:</b> No Additional time recorded		

**Total Additional Time: 0 minutes**

**Inspection Time: 80 minutes**

**Total Time: 80 minutes**

## Summary:

**Overall Result:** Documentation Only

**Inspector Notes:** Conducted a Structural Inspection at this location after a House Fire. City Inspector compiled a list for repairs. FD deemed structure uninhabitable until May 24th to allow for CO levels to disperse. A date will be set with the homeowner after this date to retrieve salvageable items from the residence.  
FD, GBA, City of Edgerton and Homeowner were present for this inspection.

## Closing Notes:

Approval of an inspection shall in no way be considered to be approval of any violation of locally adopted codes. If you have any questions concerning fire and life safety issues please contact the Fire Prevention Division at 913-764-7635.

## Inspector:

Name: Ralston , Brad W  
Rank: Deputy Fire Marshal  
Work Phone(s): 913-764-7635  
Email(s): brad.ralston @jocofd1.org



9801 Renner Boulevard  
Lenexa, KS 66219

## FIELD REPORT

Project name: Post-Fire Walkthrough  
Project address: 707 W Nelson, Lot 212, Edgerton KS  
Date: 5/20/2021  
Time: 12:00 PM  
Weather: Rain  
Temperature: 70F  
Personnel on site: Katy Crow, City of Edgerton  
Chris Clinton, City of Edgerton  
Brad Ralston, Johnson County Fire District 1  
Joe Kmetz, GBA  
Robert Talburt, GBA

### Site Visit Observations:

GBA performed a site visit to the address shown above after a fire event. Below is a list of items needing to be corrected prior to the restoration of the habitability of the structure:

- The gas-fired furnace was noted to be damaged as a result of the fire and smoke. A permanent means of heating will need to be restored (IRC R303.8). If gas heating is used, as gas pressure test as outlined in IRC G2417. Sub-floor ducts were noted to be damaged and will need to be replaced according to Chapter 16 requirements.
- Water supply and waste lines were noted as damaged and will need to be restored based on IRC R306 requirements.
- Smoke alarms were damaged and will need to be replaced based on IRC R313.
- Subfloor and floor joist framing were noted to be damaged due to fire and water from extinguishment. (IRC Chapter 5)
- Interior gypsum board covered was noted to be damaged and will need to be replaced per IRC Chapter 7 requirements.
- Electrical service and branch circuits were noted as being damaged and will need to be repaired or replacement according to IRC Chapter 35 & 36.

George Butler Associates, Inc. has been retained by the City of Edgerton, Kansas to act on their behalf to review plans and conduct inspections related to work within the City of Edgerton.



If this structure is to be rehabilitated, a permit describing the scope of work previous listed will need to be obtained and inspections performed on the new work performed. Per IRC R102.7.1, "...repairs shall not cause an existing structure to become unsafe or adversely affect the performance of the building.

Copies to: Katy Crow, City of Edgerton



Digitally signed by Joe Kmetz  
DN: C=US, E=jkmetz@gbateam.com,  
O=GBA, OU=Code Services, CN=Joe  
Kmetz  
Date: 2021.05.21 09:51:57-05'00'

Report by:

Signed by

