

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
January 28, 2021
7:00 P.M.**

To reduce the spread of COVID-19, Edgerton City Council members will attend virtually, using Microsoft Teams, an online meeting tool, to conduct the meeting.

In compliance with the guidance issued by the State of Kansas Attorney General, the City of Edgerton remains subject to the Kansas Open Meetings Act (KOMA) and is taking actions as necessary and reasonable under the circumstances of the emergency declaration to advance the conduct of governmental affairs and ensure the transaction of government business is open to the public.

Any resident wishing to attend City Council meeting may do so and is required to practice the social distancing guidelines as established by the State of Kansas and Center for Disease Control (CDC). The room will be set up to be in compliance with these requirements. The City Council members will not be physically present in the room.

Any member of the public wishing to provide general public comment or comment about an agenda item without attending the meeting in person may do so by email to Kara Banks (kbanks@edgertonks.org). If you are unable to email the comments, you may call the following number, and staff will report your comment on your behalf. (913) 893-6231. Any comments should be submitted by phone or email by noon (12:00 PM) on day of the scheduled meeting.

Call to Order

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

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

4. Approve Minutes from January 14, 2021 Regular City Council Meeting
5. Accept Deed of Dedication and Temporary Construction Easement for the 207th Street Grade Separation Project

Regular Agenda

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

8. Discussion related to Citywide Contract for Residential Solid Waste Collection And Disposal Services
9. Discussion related to All-Terrain Vehicles, Golf Carts, Low Speed Vehicles, Micro Utility Trucks and Work-Site Utility Vehicles

Business Requiring Action

10. Report by the City Administrator

11. Report by the Mayor

12. Future Meeting Reminders:

- February 9th: Planning Commission Meeting – 7:00 PM
- February 11th: City Council Meeting – 7:00PM
- February 25th: City Council Meeting – 7:00 PM
- March 9th: Planning Commission Meeting – 7:00 PM
- March 11th: City Council Meeting – 7:00 PM
- March 25th: City Council Meeting – 7:00 PM

13. Adjourn Motion: _____ Second: _____ Vote: _____

EVENTS

February 15th: City Hall Closed for President's Day

February 18th: Annual State of the City

City of Edgerton, Kansas
Minutes of City Council Regular Session
January 14, 2021

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on January 14, 2021. The meeting convened at 7:00PM with Mayor Roberts presiding.

1. ROLL CALL

Ron Conus	present via videoconference
Clay Longanecker	present
Josh Lewis	present
Katee Smith	present via videoconference
Josh Beem	present via videoconference

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	City Attorney Lee Hendricks (via videoconference)
	City Clerk Alexandria Clower
	Development Services Director Katy Crow (via videoconference)
	Finance Director Karen Kindle (via videoconference)
	Accountant Justin Vermillion (via videoconference)
	Public Works Director Dan Merkh
	Marketing and Communications Manager Kara Banks

2. WELCOME

3. PLEDGE OF ALLEGIANCE

Consent Agenda

4. Approve Minutes from December 10, 2020 Regular City Council Meeting
5. Approve Minutes from December 17, 2020 Special City Council Meeting
6. Consider Resolution No. 01-14-21A Establishing Fees and Rates for Permits, Licenses and Services within the City of Edgerton, Kansas
7. Consider Ordinance No. 2059 Amending Chapter IV, Article 5, Section 4-503 of the City Code of the City of Edgerton, Kansas and Repealing All Ordinances or Parts of Ordinances in Conflict Therewith
8. Consider Approval of Resolution No. 01-14-21B Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas

Councilmember Longanecker asked for item 6 to be removed for further questions.

Councilmember Lewis motioned to approve consent agenda with item 6 removed for further questions. Councilmember Longanecker seconded the motion. The consent agenda was approved 5-0.

Councilmember Longanecker asked if the only change to the fee resolution is the addition of the restoration permit and its associated cost. He also asked for clarification of the \$250 permit cost and the amount of time the permit is good for. Ms. Katy Crow, Development Service Director, stated the permit is good for 3 months with a renewal of \$250 once expired.

Councilmember Longanecker motioned to approve item 6 of the consent agenda, seconded by Councilmember Lewis. Item 6, Fee Resolution 01-14-21A was approved 5-0.

Regular Agenda

9. **Public Comments.** There were no public comments made at this time.

10. **Declaration.** There were no declarations made by any of the councilmembers.

11. **Announcement.** Holiday Home Decorating Contest Winners

Ms. Kara Banks, Marketing and Communications Manager, addressed the council to present the winners of the 2020 holiday home decorating contest. She stated all winners will receive gift cards and certificates, thanking them for their participation.

11.5. Update from Lee Hendricks, City Attorney.

Mr. Hendricks spoke briefly to staff and council regarding the Planning Commission meeting and how this meeting related to the Kansas Open Meetings Act (KOMA). He stated that as public servants, there is a real desire to clear up questions and get involved in discussions, especially with social media outlets. He stated that when getting involved in back and forth questioning and answers, this creates a space for discussion, and social media is and cannot be that forum and does not benefit the city. He stated the forum where these things can be discussed is an open meeting that can be attended by the public.

Mr. Hendricks stated that going forward, the governing body, planning commission members and staff need to remain off any social media outlets that could be a place for those discussions, both the city's page and personally in regard to city business. He stated it is best for those wanting information and having concerns to come to those meetings that are open to the public. He stated this is to allow transparency in matters with the governing body, planning commission and the public.

Mayor Roberts stated these meetings are the best place for discussion so that the governing body and planning commission members can hear all information and make determinations at the same time, which adds consistency to the process.

Business Requiring Action

12. CONSIDER RESOLUTION NO. 01-14-21C ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND RELATED BOND DOCUMENTS FOR MIDWEST GATEWAY SERIES 2017A PROJECT

Mr. Scott Anderson, Bond Counsel, addressed the council. He stated the city has previously issued industrial revenue bonds for Midwest Gateway Venture LLC, for the purpose of constructing a warehouse and distribution facility. He stated Midwest Gateway desires to sell the project to Omega-13 Acquisitions LLC, Solblom LLC, and Daedalus Properties LLC, all Alaskan limited liability companies, as tenants in common.

Mr. Anderson stated, these tenants in common, are affiliated with Pacific Acquisitions LLC, based in Anchorage, Alaska. Pacific Acquisitions has been investing in industrial, office, retail, multi-family and undeveloped commercial land since 1974. He stated since that time, it has acquired over 150 properties.

Mr. Anderson stated the resolution is the same concept as other resolution assignments approved by council. The current occupant at this property will remain the same, DHL, but the contact for ownership of this property will change. He stated the current bond and tax abatements on this property will also remain the same.

Councilmember Longanecker motioned to approve, motion seconded by Councilmember Smith. Resolution 01-14-21C was approved, 5-0.

13. CONSIDER RESOLUTION NO. 01-14-21D PROVIDING A DEADLINE OF JULY 22, 2021 TO RESOLVE A DANGEROUS AND UNFIT STRUCTURE EXISTING AT 502 E. 2ND STREET

Ms. Katy Crow, Development Service Director, addressed the council. She stated the council held a public hearing related to 502 E 2nd St., on December 10, 2020, that the current owners of this property attended. The owners spoke at this meeting about their plan and progress that had been made on the house. Ms. Crow stated that although progress has been made, this structure is still considered dangerous and unfit, per code.

Ms. Crow stated at this meeting, the Governing Body gave stipulations to have monthly progress reports and a 6-month time frame for work to be completed. She stated this resolution solidifies that request from council.

Ms. Crow stated that at the end of six months, July 22, 2021, the city will then decide whether the property complies, needs to be demolished and removed, or if the date that the project needs to be complete should be extended based on progress made.

Ms. Crow stated the process for this resolution upon passage will be to provide a copy via mail and email to the owners of this property and at that time, the city will ask them to schedule times for monthly inspections and monitoring their progress.

Councilmember Longanecker motioned to approve, motion seconded by Councilmember Conus. Resolution 01-14-21D was approved, 5-0.

14. Report by the City Administrator

- Recreation Programming Survey Results

Ms. Beth Linn, City Administrator addressed the council. She stated staff worked with ETC Institute to conduct a short survey that focused on the community's desire for recreation programming. She stated a total of 81 residents responded to the online-only survey. This survey asked residents to choose their top four types of recreation programs, most important to their household and the days and times that they would most likely attend such programs.

Ms. Linn stated 26 categories were assessed, with the top four overall being, (1) community event programs, (2) teen recreation programs, (3) adult fitness and wellness programs, and (4) community garden programs. She stated when respondents were asked which programs they would participate in most often, the overall top choices were: (1) community events, (2) teen recreation, (3) youth sports, and (4) adult fitness and wellness programs.

Ms. Linn stated that when the results are narrowed to only the top two choices, community events programs continue to remain the most important for the residents.

Ms. Linn stated that when residents were asked to choose preferred days and times for recreational programming, the majority of respondents, except adults age 60 and over, chose Saturday and Sunday. Older adults responded with Wednesday and Saturday as their top two preferred days. Similarly, when asked about the time of day, most age categories selected evenings, except for older adults, who primarily chose afternoon hours.

Ms. Linn stated based on the information received, ETC puts together their Priority Investment Rating, which reflects the importance residents placed on certain programming. Using this data, the highest priorities for investment are:

Community event programs, teen recreation, adult fitness and wellness, outdoor fitness/exercise classes, nature/environmental education programs, community garden, adult art and cooking classes, youth sports, and youth are and cooking classes.

Ms. Linn stated staff recommends the City Council consider prioritizing short and long term goals for the Parks and Recreation Department. She stated this prioritization would be used to direct the hiring of the next Recreation Coordinator, with a focus on hiring someone who can build the City's recreation programming based on these priorities. She stated this person should be available to work outside the normal business hours.

Ms. Linn stated that in this recommendation by staff, the short-term goals for the city be community events and teen recreation programming and that the long-term goals be adult fitness and wellness, community garden and youth sports.

Mayor Roberts stated he recommends council giving permission back to staff to hire out a new position for the recreation department and that the city take these top choices as the focus for the programming for that department. He stated that community event programs are events the city already has, such as, summer kick off block party which focuses a lot on families and younger children. Movie nights are also family driven and tend to focus to younger ages. He stated that with the new hire and focus on these kinds of programs, we can bring new elements for lots of different ages. He added that the events the City already has that are geared toward younger ages can be revamped to appeal to youth and teens alike.

Mayor Roberts asked what the realistic timeline of hiring looked like. Ms. Linn stated that the city would like to have the position out in the next couple weeks to allow time, should the pandemic reach a low, for the city be able to bring back big events like Summer Kick Off, Frontier Days, which is celebrating 50 years this year, and 3rd of July.

All council members stated they were comfortable with short-term and long-term goals for recreation programming and allowing staff the direction to start recruitment in the next couple weeks for the Recreation Coordinator.

15. Report by the Mayor

- Mayor Roberts stated the City of Gardner wants to have a meeting regarding the contract language for Big Bull Creek Wastewater Treatment Plant. He stated Councilmember Longanecker has previously been active as the council representative for the BBCWWTP task force and would ask council to approve this appointment for this next year.

Councilmember Lewis motioned to approve, motion seconded by councilmember Smith. The appointment of Clay Longanecker as the council representative was approved, 5-0.

- Mayor Roberts announced that the developer of the travel plaza under construction on Homestead Lane has signed a contract with Goodcents Deli Fresh Subs, and the owner has signed in to be an investor in this region and will have 10 stores around this area.

16. Future Meeting Reminders:

- January 28th: City Council Meeting – 7:00 PM
- February 9th: Planning Commission Meeting – 7:00 PM
- February 11th: City Council Meeting – 7:00PM
- February 25th: City Council Meeting – 7:00 PM
- March 9th: Planning Commission Meeting – 7:00 PM
- March 11th: City Council Meeting – 7:00 PM
- March 25th: City Council Meeting – 7:00 PM

17. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSES OF PENDING LITIGATION

Councilmember Smith motioned to recess into executive session pursuant to K.S.A 75-4319(B)(2) for consultation with an attorney deemed privileged in the attorney-

client relationship to include the City Attorney and the City Administrator for the purposes of pending litigation for 5 minutes. Councilmember Beem seconded the motion. The meeting recessed into executive session at 7:50 PM, 5-0.

Councilmember Longanecker motioned to return to open session with no action being taken. Councilmember Smith seconded the motion. Open session resumed at 7:55 PM, 5-0.

18. **Adjourn**

Councilmember Lewis motioned to adjourn, seconded by councilmember Longanecker. Meeting adjourned at 8:00 PM, 5-0

EVENTS

February 15th: City Hall Closed for President's Day

February 18th: Annual State of the City

DEED OF DEDICATION

This deed of dedication is made on this ____ day of _____, 2020.

PHILLIP S. TIMMONS AND/OR CARL R. PALMER, Co-Trustees of the **PHILLIP S. TIMMONS TRUST CREATED UNDER THE DON E. TIMMONS TRUST U/A DATED AUGUST 24, 2015** and **RICHARD D. TIMMONS AND/OR CARL R. PALMER**, Co-Trustees of the **RICHARD D. TIMMONS TRUST CREATED UNDER THE DON E.**

TIMMONS TRUST U/A DATED AUGUST 24, 2015, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter "Grantors", for the consideration of Seven Thousand, Five Hundred Dollars (\$7,500.00) in hand paid, sell, convey, and deed to the City of Edgerton, Kansas (hereinafter "Grantee"), free and clear of all liens and encumbrances, fee title to the following described real property in Johnson County, Kansas:

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

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

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTORS:

THE PHILLIP S. TIMMONS TRUST
CREATED UNDER THE DON E. TIMMONS
TRUST U/A DATED AUGUST 24, 2015



By: Phillip S. Timmons
Printed Name: Phillip S. Timmons
Title: _____
Street Address: 413 S. Brittany
City, State & Zip: Olathe, KS 66061

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Johnson) ss:

BE IT REMEMBERED, That on this 8th day of January, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **PHILLIP S. TIMMONS** and/or **CARL R. PALMER**, as Trustee(s) of the **Phillip S. Timmons Trust Created Under the Don E. Timmons Trust U/A Dated August 24, 2015** who is/are personally known to me to be the same person(s) who executed as such trustee(s) the foregoing instrument of writing on behalf of said entity and said person(s) duly acknowledged the execution of the same to be the act and deed of said entity.

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

Robina Y. Whedon
Notary Public # 1150345

My Appointment Expires:

7-24-2022

THE RICHARD D. TIMMONS TRUST
CREATED UNDER THE DON E. TIMMONS
TRUST U/A DATED AUGUST 24, 2015

By: Richard D. Timmons
Printed Name: Richard D. Timmons
Title: _____
Street Address: 708 W. Elm St.
City, State & Zip: Olathe, KS 66061

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Johnson) ss:

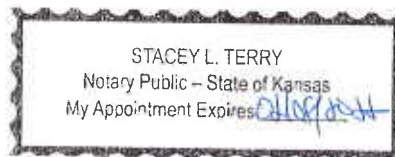
BE IT REMEMBERED, That on this 14th day of January, 2020, 8th
before me, the undersigned, a Notary Public in and for the County and State aforesaid,
came **RICHARD D. TIMMONS** and/or **CARL R. PALMER**, as Trustee(s) of the **Richard
D. Timmons Trust Created Under the Don E. Timmons Trust U/A Dated August
24, 2015** who is/are personally known to me to be the same person(s) who executed as
such trustee(s) the foregoing instrument of writing on behalf of said entity and said
person(s) duly acknowledged the execution of the same to be the act and deed of said
entity.

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

Stacey L. Terry
Notary Public

My Appointment Expires:

02/08/2024



GRANTEE:

(SEAL)

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Alex Clower, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **ALEX CLOWER**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

City Project: 207th Street Grade Separation
Parcel No. 4F221507-4001

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2020, by and between **PHILLIP S. TIMMONS AND/OR CARL R. PALMER**, Co-Trustees of the **PHILLIP S. TIMMONS TRUST CREATED UNDER THE DON E. TIMMONS TRUST U/A DATED AUGUST 24, 2015** and **RICHARD D. TIMMONS AND/OR CARL R. PALMER**, Co-Trustees of the **RICHARD D. TIMMONS TRUST CREATED UNDER THE DON E. TIMMONS TRUST U/A DATED AUGUST 24, 2015**, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter "Grantors", and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter "Grantee".

NOW, THEREFORE, for the sum of Two Thousand, Five Hundred Dollars (\$2,500.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantors do hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

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

Commencing at the Southwest corner of the Southeast Quarter of Section 7, Township 15 South, Range 22 East, in Johnson County; thence North 01°46'40"

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

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or December 31, 2023, whichever is the earliest date. Grantors agree that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantors reserve the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantors covenant that they are the owner of the premises and have the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantors and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantors and Grantee.

TO THESE COVENANTS, the Grantors do hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTORS:

THE PHILLIP S. TIMMONS TRUST
CREATED UNDER THE DON E. TIMMONS
TRUST U/A DATED AUGUST 24, 2015



By: Phillip S Timmons
Printed Name: Phillip S Timmons
Title: _____
Street Address: 413 S. Brittany
City, State & Zip: Olathe, KS 66061

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Johnson) ss:

BE IT REMEMBERED, That on this 8th day of January, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **PHILLIP S. TIMMONS** and/or **CARL R. PALMER**, as Trustee(s) of the **Phillip S. Timmons Trust Created Under the Don E. Timmons Trust U/A Dated August 24, 2015** who is/are personally known to me to be the same person(s) who executed as such trustee(s) the foregoing instrument of writing on behalf of said entity and said person(s) duly acknowledged the execution of the same to be the act and deed of said entity.

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

My Appointment Expires

7-24-2022

Robina Y. Whedon
Notary Public

#1150345

THE RICHARD D. TIMMONS TRUST
CREATED UNDER THE DON E. TIMMONS
TRUST U/A DATED AUGUST 24, 2015

By: Richard D. Timmons
Printed Name: Richard D. Timmons
Title: _____
Street Address: 708 W Elm St.
City, State & Zip: Olathe, KS 66061

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED, That on this 14th day of January, 2014, 2014
before me, the undersigned, a Notary Public in and for the County and State aforesaid,
came **RICHARD D. TIMMONS** and/or **CARL R. PALMER**, as Trustee(s) of the **Richard**
D. Timmons Trust Created Under the Don E. Timmons Trust U/A Dated August
24, 2015 who is/are personally known to me to be the same person(s) who executed as
such trustee(s) the foregoing instrument of writing on behalf of said entity and said
person(s) duly acknowledged the execution of the same to be the act and deed of said
entity.

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

Stacey L. Terry
Notary Public

My Appointment Expires:

02/08/2014



GRANTEE:

(SEAL)

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Alex Clower, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **ALEX CLOWER**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

City Council Action Item

Council Meeting Date: January 28, 2021

Department: Administration

Agenda Item: Discussion related to Citywide Contract for Residential Solid Waste Collection And Disposal Services

Background/Description of Item:

On February 25, 2019, the Edgerton City Council approved the current contract with Gardner Disposal for Residential Solid Waste Collection and Disposal. That contract will expire on December 31, 2021. Gardner Disposal has been the City's provider for these services since January 1, 2015.

Staff is seeking direction from the Council regarding any changes, if any, should be made to the services so that staff can begin preparing the bid specifications and bidding calendar. Below is a summary of the service specifications included in the current contract. Please find enclosed a copy of the entire contract as well.

Current Residential Solid Waste Collection & Disposal Services

- One (1) 95-gallon container for refuse
 - For solid waste that doesn't fit in this container, residents can purchase stickers or they can pay for a second container at \$5 per month.
- One (1) 65-gallon container for recyclables
- Curbside collection of solid waste and recyclables once per week.
- Curbside collection of residential yard waste including grass, plant clippings, leaves and limbs once per week
 - During March, April, August, September, October and November, the limit is twelve (12) items
 - During the other months, the limit is eight (8) items
- Pick up of one (1) furniture item per dwelling per week at no additional charge

Other Items Included in the Contract

The contract also outlines various procedures and other services provided for city facilities and city events.

- Complaint Process
- Holiday Interruptions to service
- Service at City facilities
- Sludge removal at BBCWWTP
- Citywide Clean Up – curbside collection
- Disposal services for city events

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation:

Enclosed: Contract for Residential Solid Waste Collection and Disposal Services with Gardner Disposal

Prepared by: Beth Linn, City Administrator and Karen Kindle, Finance Director



CONTRACT BETWEEN EDGERTON AND GARDNER DISPOSAL SERVICES, INC.

FOR

**RESIDENTIAL SOLID WASTE
COLLECTION AND DISPOSAL SERVICES**

EFFECTIVE April 1, 2019

THIS CONTRACT, made and entered into this 14th day of March 2019, to be effective April 1, 2019, 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 April 1, 2019 through December 31, 2021. The Contract may be terminated at the end of the Contract term unless the City and Contractor have mutually agreed upon an extension no later than four (4) months prior to the expiration date, 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, 2021 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 revise the number of accounts on a monthly basis and the number shall be the number the City is billed for the month. The Contractor shall bill and collect for Schedule I, II, III and IV services (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 (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veteran's Day (November 11)
Thanksgiving (4th Thursday of November)
Day after Thanksgiving (4th Friday of November)
Christmas (December 25)

d. **Account Management.** The number of accounts (the number of customers served) will be adjusted monthly. The City may receive requests for service to additional service locations not initially included in the Contract. The City will investigate all requests for service and will make the determination of eligibility for service and thereupon notify the Contractor. The Contractor will be required to add this location to the route immediately. The City may annex areas in the future. These areas will be added to the list of residences that require residential solid waste collection and disposal services. At the time this Contract is being entered into, there are approximately 630 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.

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

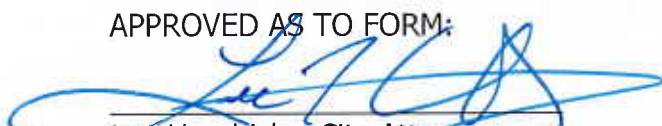
BY: 
Donald Roberts, Mayor

ATTEST:


Rachel James, City Clerk



APPROVED AS TO FORM:


Lee Hendricks, City Attorney

GARDNER DISPOSAL SERVICES, INC.

BY: Tim Henry
Tim Henry, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 25th day of April, 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.

Rachel A. James
Notary Public

My Appointment Expires: 7/23/2022



EXHIBIT A

SCHEDULE I SPECIFICATIONS

RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS

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

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

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

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

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

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

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

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

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

SCHEDULE II SPECIFICATIONS

YARD WASTE

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

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

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

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

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

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

SCHEDULE III SPECIFICATIONS

SPECIAL/BULK ITEMS

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

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

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

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

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

SCHEDULE IV SPECIFICATIONS

CITY FACILITIES

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

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

A. City Hall: (404 E. Nelson)

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

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

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

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

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

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

1. Solid Waste: The Contractor shall provide two (2) one-yard dumpsters for the disposal of solid waste. The dumpsters will be collected once per week on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide at least one 95/96 container for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per week on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.
3. Sludge Disposal: The Contractor shall provide a 20-yard dumpster necessary for sludge disposal. The City will pay a fee per ton upon disposal of sludge dumpster. Disposal removal occurs based on call generated from staff. Once call is placed, removal shall occur within two business days during normal business hours (Monday through Friday 8:00 AM to 4:30 PM excluding holidays). As an alternative, the Contractor is permitted, but not required, to hire, as outlined in Section 2.1 "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 Wastewater Treatment Facility.

Future Facilities:

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

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

RATE SCHEDULE

SCHEDULE I: RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS

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

Fifteen Dollars (\$15.00)

Additional 95/96 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)

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)

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

One and Fifty Cents Dollars (\$1.50)

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

SCHEDULE IV: CITY FACILITIES

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

City Hall: (404 E. Nelson)

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

Zero Dollars (\$0) Per month

Edgerton "Yellow House" (305 E Nelson)

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

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 Fifty Dollars (\$50) 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 Forty-Five (\$45) Per Ton

City Council Action Item

Council Meeting Date: January 28, 2021

Department: Administration

Agenda Item: Discussion related to All-Terrain Vehicles, Golf Carts, Low Speed Vehicles, Micro Utility Trucks and Work-Site Utility Vehicles

Background/Description of Item:

In September 2020, the Edgerton City Council held a work session to discuss possible regulations to allow various types of vehicles on city streets. Staff has been working with City Attorney to prepare that ordinance for review by the Governing Body. Additionally, staff has met with representative of the Sheriff's Department regarding enforcement of the draft regulations. Based on those reviews, staff would request City Council give additional consideration to a few topics prior to finalizing the ordinance.

Hours of Operation

During the work session, City Council provided direction to draft the regulations to include the ability to operate these types of vehicles 24/7 with proper equipment. Based on public safety recommendation from the Sheriff's Office and the city's noise ordinances, staff would recommend the Governing Body reconsider prohibiting the operation of these types of vehicles from sunset to sunrise.

Definition for an All-Terrian Vehicle (ATVs)

During the work session, City Council provide direction to include all-types of ATV in the regulations. In addition, City Council stressed the requirement for proper safety equipment such as seat belts. Based on discussion with City Attorney and Sheriff's Office, staff would recommend prohibiting ATVs having a seat to be straddled by the operator. This type of ATV would be more difficult to install a seat belt.

Age of Operator

Finally, during the work session City Council provided direction to draft the regulations requiring the operator to be at least seventeen (17) years of age and have a valid driver's license. For enforcement of the regulations, both staff and the Sheriff's Office would recommend remove the reference to an age and instead simply be a valid driver's license.

Once City Council has provided final direction on these topics, staff will work with City Attorney to finalize the draft regulations to bring forward for City Council review and consideration at upcoming city council meeting.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation:

Enclosed:

Prepared by: Beth Linn, City Administrator