

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
October 22, 2020
7:00 P.M.**

Executive Order 20-52 issued by Governor Kelly requires any person in Kansas to cover their mouth and nose with a mask or other face covering when they are in inside any public space such as City Hall. Executive Order 20-52 includes a number of exemptions, including children 5 and younger and those with medical conditions that prevent mask use. The entire executive order may be found here: <https://governor.kansas.gov/executive-order-no-20-52/>

Call to Order

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

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

4. Approve Minutes for October 8, 2020 Regular City Council Meeting
5. Consider Approving Resolution 10-22-20A Providing for a Hearing to Discuss a Possible Dangerous and Unfit Structure Existing at 502 East 2nd St. in the City of Edgerton, Kansas Pursuant to City of Edgerton City Code, Chapter IV, Article 4, Section 4-405
6. Approve One-Year Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space for 2021
7. Approve Large Animal Permit for Darius Crist, 510 W Braun St.
8. Approve Large Animal Permit for Homer M. & Billie K. Damet, 202 W 8th St.
9. Approve Large Animal Permit for Michael Mabrey, 1200 W Braun St.
10. Approve Large Animal Permit for Rick Magee, 1301 W 8th St.
11. Approve Large Animal Permit for Marvin Vail, 1405 W 8th St.
12. Approve Contract with Weather or Not, Inc. To Provide Weather Forecasting Services

Regular Agenda

13. **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.

14. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

Business Requiring Action

15. **CONSIDER RECOMMENDATION OF CITY ENGINEER TO AWARD CONSTRUCTION OF 1ST AND MERIWOOD STREET STORMWATER REPAIR PROJECT TO J.**

RICHARDSON CONSTRUCTION CO AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT

Motion: _____ Second: _____ Vote: _____

16. Report By the City Administrator

- Quarterly Financial Updates

17. Report By the Mayor

18. Future Meeting Reminders:

- November 10th: Planning Commission Meeting – 7:00 PM
- November 12th: City Council Meeting – 7:00 PM
- November 26th: City Council Meeting – CANCELED
- December 8th: Planning Commission Meeting – 7:00 PM
- December 10th: City Council Meeting – 7:00 PM

19. 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 FOR THE PURPOSES OF NON-ELECTED PERSONNEL

Motion: _____ Second: _____ Vote: _____

20. Adjourn Motion: _____ Second: _____ Vote: _____

EVENTS

October 25th: Frontier Days Halloween Party

November 11th: City Hall Closed for Veterans Day

November 26th – 27th: City Hall Closed for Thanksgiving Holiday

December 4th: Mayor Christmas Tree Lighting Ceremony

City of Edgerton, Kansas
Minutes of City Council Regular Session
October 8, 2020

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on October 8, 2020. The meeting convened at 7:01 PM with Mayor Roberts presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	City Attorney Lee Hendricks
	City Clerk Alexandria Clower
	Development Director Katy Crow
	Planning and Zoning Coordinator Chris Clinton
	Finance Director Karen Kindle
	Accountant Justin Vermillion
	Public Works Director Dan Merkh
	Public Works Superintendent Trey Whitaker
	Marketing and Communications Manager Kara Banks

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Approve Minutes for September 24, 2020 Regular City Council Meeting
5. Approve Resolution 10-08-20A Approving the Mayoral Appointment for the City Clerk for the City of Edgerton, Kansas
6. Approve Resolution 10-08-20C Setting Forth the Authority for Members of the Governing Body and City Staff with Regard to the City's Accounts at Central Bank of the Midwest
7. Approve the Concurrence to Bid the 207th Street Grade Separation Project

Councilmember Longanecker motioned to approve the Consent Agenda, motion seconded by Councilmember Conus. The Consent Agenda was approved, 5-0.

REGULAR AGENDA

8. Public Comments

- There were no public comments made at this time.

9. **Declarations**

- There were no declarations made by any of the Councilmembers.

10. **Proclamation.** Mayor Roberts Declares October as National Breast Cancer Awareness Month in the City of Edgerton, Kansas.

He stated that October is recognized as National Breast Cancer Awareness Month, which is an annual campaign to increase awareness of the disease. He also stated the City of Edgerton is committed to the health and safety of all our residents and increasing public knowledge about the importance of early detection of breast cancer diagnosis and treatment. An estimated 42,000 women and 520 men will die from breast cancer this year and the American Cancer Society reports when breast cancer is detected early and in the localized stage, the 5-year relative survival rate is 99%. He said there are many organizations that continue to search for a cure through vital research, as well as work with the Kansas Department of Health and Environment and the Johnson County Department of Health and Environment to educate our community about the importance of early detection and the risks of breast cancer.

Mayor Roberts proclaimed the month of October 2020 as Breast Cancer Awareness Month and urges all women and their families to increase their knowledge about breast cancer.

11. **Presentation of Street Maintenance Program.**

Mr. Dan Merkh, Public Works Director, addressed the council. He gave background information regarding street maintenance and the push to zero, which is an initiative set by the City to apply maintenance to every roadway within the residential part of town. Since 2016, and some projects being done in 2014, every street, except for Nelson Street which is slated for work in 2022, has been touched with some type of work to prolong the life of roads in Edgerton. He stated the push to zero model worked for the onset to now, but it is time to turn the corner to put the best foot forward to prevent future failures. He said asphalt typically has a life expectancy of fifteen (15) to twenty-five (25) years. Pavement preservation allows for proactive maintenance of roads to prevent them from deteriorating to a condition where major rehabilitation or reconstruction is necessary. He stated there are many benefits to pavement preservation. Those benefits include dollars spent at the early onset saves money in the future, the use of less resources to do the work, improves overall network condition, minimizes construction time and delays, and allows for a greater predictability for budgeting and expectations of road condition in the future. This program also gives the knowledge to understand the right treatment plan, for the right section of road, at the right time.

Mr. Merkh stated that, as part of the 2019 street program, Stantec scored the roads of Edgerton based on a 100-point scale, with the industry standard of 0 being the worst and 100 the best. This score is called the Pavement Condition Index (PCI) and is determined by inspectors looking for various signs of pavement deterioration, which include alligator cracking, patching, potholes, rutting, etc. He showed two road maps to the Council that

were color coded to show the level of PCI within the City of Edgerton and Logistics Park Kansas City (LPKC) applied to a segment of roadway. He stated that a segment is defined as centerline to centerline in an intersection. He said LPKC roads are predominantly in excellent shape, while most roads within the city range from good to excellent. However, there are many roads that need major maintenance, which is why City Staff is more focused today on the asphalt side of the town.

Mr. Merkh stated the current score for the City of Edgerton is an average of 82.7, which is a great score, but if preventative maintenance isn't done regularly, that score can drop quickly. He stated the highest score for the city is a 100 with several sections of roadway reaching that score, and the lowest score being 22, which is rated in serious condition. He stated that within the preservation program, the City proposes to keep score annually using Public Works Staff and every three (3) or (5) years with Stantec to reevaluate the scores on a regular basis until we identify a better mechanism. He said that it is important to note that as well as using vehicle mounted computers and pavement management software, we will also be using human inspections to verify the information and staff will inspect and update road conditions as needed. The Pavement Management Software allows for hypothetical scores every 4 years with scenarios that allow the city to predict and look ahead for cost analysis and better road management.

Mr. Merkh gave information on three levels of treatment which include, Chip seal and Fog seal, Ultra-thin Bonded Asphalt Surface (UBAS) and Ultrathin Hot Mix Asphalt (HMA), Mill and Overlay and Rebuilding. He said that both chip and fog seal give the City a first line defense for street preservation. When evaluated for this type of maintenance, it will occur annually. Mr. Merkh stated chip seal costs roughly \$2.50 per square yard and has a lifespan of two (2) to four (4) years. Fog seal costs roughly \$2 per square yard and has a lifespan of two (2) to four (4) years. These methods of treatment typically expand the lifespan of pavement by a couple years.

He stated that UBAS and HMA increases the lifespan of the road by seven (7) to ten (10) years, costing roughly \$9 per square yard. These are used as a second method of street preservation.

Mill and Overlay and Rebuilding are the final methods used for street maintenance. Mill and Overlay costs roughly \$20-\$30 per square yard and has a lifespan of fifteen (15) to twenty (20) years. Rebuilding costs roughly \$50-\$75 per square yard and has a lifespan ranging from twenty-five (25) to thirty (30) years. These final methods of street maintenance are used as final measure for street rehabilitation. Mr. Merkh stated that the idea of this program is to go from lowest cost of maintenance to raise the score and help maintain the road rather than to allow the road to get worse and need to be replaced at a higher price point. He said it is important to keep in mind that this program currently only focuses on asphalt but will grow to include concrete, and the information we currently have is based on surface-level inspection but there are plans to include core sampling to get in-depth information about base and the conditions of the roads.

Councilmember Longanecker asked how many times you can go back and do the different levels of treatments. Mr. Merkh stated that chip and seal can be done around 2 or 3 times every 5 years up to a total of 3 times, depending on the condition of the streets. Mill and

overlay, because the top layer of the road is coming off, theoretically, you can do as many applications as you need. Councilmember Beem questioned if it did any good to fix roads where water drainage is a problem, asking why that problem isn't fixed prior to repairing the roads. Mr. Merkh stated that water standing on the roadway needs base repair and water that is draining off roadway and standing in yards would need to be a different program brought to the Council for a different kind of repair. Ms. Beth Linn, City Administrator, stated that there is a potential of marrying the two programs together, stormwater master plan and pavement management program to assess damage on both ends and repair the damage as needed. Mayor Roberts stated that there is the ability to address multiple problems with the programs we have going now and if problems cannot be addressed within those programs, then it would become a Capitol Improvement Project (CIP) subject to availability of funds needed and addressed by council.

BUSINESS REQUIRING ACTION

12. CONSIDER APPROVING THE PURCHASE OF A ¾ TON PICKUP TRUCK FOR THE PUBLIC WORKS DEPARTMENT

Mr. Merkh addressed the council. He stated that the existing vehicle and equipment program allows a life cycle of ten (10 years for trucks. This vehicle is scheduled for replacement on this life cycle, in 2020. He stated that on August 22, 2019 the council approved the budget for 2020, which included the purchase of this vehicle. On June 25, 2020 the purchase of the F250 4WD, referred to as the Fuel Cell Truck, was confirmed during the annual budget. He explained that on August 13, 2020 City Council approved the 2021 budget, which included the current program for Vehicle and Equipment: 2020-2021, of which this vehicle was included.

Mr. Merkh stated the Fuel Cell Truck is a unit that is utilized heavily transitionally, delivering all fuel for equipment out in the field, shuttling people and tools between multiple work sites. The essential functions include delivery, equipment/material coordination, snow and ice removal, and pulling a trailer. He said this truck is typically driven by a supervisor or the crew lead that needs to check on multiple sites, and by crews to mobilize quickly to deliver additional tools to work sites.

Mr. Merkh said the existing Fuel Cell Truck is a regular cab Ford F-250 (¾ ton). This truck is heavily relied upon in the day to day operations of going back and forth between crews and locations for the delivery of fuel. He stated that through the usage of this vehicle, several short comings have been realized, specifically in the payload capacity, towing capacity, and storage capacity. He stated the primary differences between the ¾ ton and 1 ton are the payload capacity increases by 25%, the towing capacity increases by 15%, and the storage situation can be resolved by an extended cab. He stated staff recommends the purchase of a 1 ton extended cab truck to mitigate these short comings, and that this upgrade is within the existing budget.

Mr. Merkh said the current Vehicle and Equipment Policy requires the preparation of specifications for the replacement of equipment with an effort for those to be as standard as possible to provide economical and efficient repairs. This Policy also requires the City to first use cooperative purchasing partnerships. He stated staff used the Mid America Council of

Public Procurement (MACPP) to access competitively solicited bids in the Mid America Regional Council (MARC) Region. Makes and models are submitted with various specifications. Each make and model (Ford, GMC, Ram) were considered in the base configurations provided, two of which were submitted for pricing from MACPP. Staff recommends the purchase of the lowest and best bid, a 2021 Ford F350 for \$44,197.00. Budget allocation for this equipment is \$45,000.00. Mr. Merkh stated this equipment will be purchased through the MACPP Cooperative Purchasing, through Shawnee Mission Ford and if approved, expenditures are scheduled to occur in this calendar year.

Councilmember Longanecker asked if the price shown includes everything needed for that piece of equipment. Mr. Merkh stated that yes, this price includes upfit for plow, badging, everything needed for this piece of equipment to be operable for the City of Edgerton.

Councilmember Longanecker motioned to approve the purchase of 2021 Ford F350 (1 ton) to be purchased in an amount not to exceed \$44,197.00, motion seconded by Councilmember Smith. Purchase was approved, 5-0

13. CONSIDER APPROVING RESOLUTION NO. 10-08-20B APPROVING THE ROAD CLOSURE OF NELSON STREET FROM EAST 4TH STREET TO EAST 3RD STREET ON OCTOBER 25, 2020

Ms. Kara Banks, Marketing and Communications Manager, addressed the council. She stated the City of Edgerton celebrates Halloween every year with a community party hosted by the Frontier Days Association. She stated that in years past, this event has been held inside community hall, but due to the ongoing threat from COVID-19, the 2020 event has been moved outdoors. The event will be held on Sunday, October 25 from 4:00PM – 6:30PM.

Ms. Banks said the committee members plan to hand out candy and serve hotdogs, chips and drinks. There will also be a socially distanced costume contest and entertainment. She stated the committee has submitted their special even permit application including several requests to support the event that include the closure of a public street and the use of certain city facilities/public spaces.

Ms. Banks stated the Edgerton Frontier Days Association has requested the closure of Nelson Street between East 3rd and East 4th Streets, beginning at 3:00PM on Sunday, October 25, 2020 until 7:00PM on Sunday, October 25, 2020. The Edgerton Frontier Days Association also requested permission to use the Downtown Greenspace and all designated streets and sidewalks in the designated street closure area. Staff recommends approving all requests pending proof of the Certificate of Insurance for Edgerton Frontier Days Association with the City of Edgerton additionally insured. If approved, City staff will inform the Johnson County Sheriff's Office and Johnson County Fire District 1 of the proposed changes.

Councilmember Lewis motioned to approve Resolution No. 10-08-20B, authorizing the closure of certain public streets during the Edgerton Halloween Party and use of City facilities and public spaces, motion seconded by Councilmember Smith. Resolution No. 10-08-20B was approved, 5-0

14. Report by The City Administrator

- November and December Council Meeting Schedule Discussion

Ms. Linn addressed the council. She stated that it is important to discuss meetings coming up, especially with council meetings falling on Thanksgiving holiday and Christmas Eve. She said that typically in years past, there have been motions to cancel these meetings if so chosen by the Council. She said that if we have enough items needing to be discussed, a Special Council Meeting can be called to address those items. Mayor Roberts said he would recommend canceling these meetings to be home with family and if needed special meetings can be scheduled.

Councilmember Smith motioned to approve cancellation of November and December meetings falling on Thanksgiving Holiday and Christmas Eve, motion seconded by Councilmember Longanecker. Motion was approved, 5-0

- 207th Street East of Waverly Road Update

Ms. Linn stated that the road south of Hostess facility is substantially complete, and the Council can expect to see final acceptance in January 2021.

- Recognition to Interim City Clerk, Chris Clinton

Ms. Linn recognized the Interim City Clerk, Chris Clinton. She thanked him for his willingness to wear multiple hats for the City during the time of filling this open position. The City of Edgerton is thankful for Chris and his willingness to take on extra responsibly. Mr. Clinton said the job has been a big responsibility and challenging at times, but it has been a pleasure to serve.

15. Report by the Mayor

- Mayor Roberts had nothing to report at this time.

16. Future Meeting Reminders:

- October 13th: Planning Commission Meeting – 7:00 PM
- October 22nd: City Council Meeting – 7:00 PM
- October 22nd: City Council Work Session Regarding Code Enforcement
- November 10th: Planning Commission Meeting – 7:00 PM
- November 12th: 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 Beem 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 Longanecker seconded the motion. The meeting recessed into executive session at 7:48 PM, 5-0.

Councilmember Smith motioned to return to open session with no action being taken. Councilmember Lewis seconded the motion. Open session resumed at 7:53 PM, 5-0.

Councilmember Longanecker motioned to approve the appointment of Orrick and Erskin Law Firm to assist the City of Edgerton in the D&J Land Development condemnation appeal, motion seconded by Councilmember Lewis. Motion was approved, 5-0

18. 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, DEVELOPMENT SERVICES DIRECTOR AND CITY ADMINISTRATOR FOR THE PURPOSES OF CONTRACT NEGOTIATIONS

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, Development Director and the City Administrator for the purposes of contract negotiations for 5 minutes. Councilmember Lewis seconded the motion. The meeting recessed into executive session at 7:56 PM, 5-0.

Councilmember Smith motioned to return to open session with no action being taken. Councilmember Lewis seconded the motion. Open session resumed at 8:01 PM, 5-0.

19. 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 FOR THE PURPOSES OF NON-ELECTED PERSONNEL

Councilmember Lewis 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 for the purposes of non-elected personnel for 1 minute. Councilmember Smith seconded the motion. The meeting recessed into executive session at 8:03 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 8:04 PM, 5-0.

20. Adjourn

Councilmember Lewis motioned to adjourn the meeting, seconded by Councilmember Smith. The motion carried and the meeting adjourned at 8:04 PM, 5-0.

EVENTS

October 10th: Lions Club Informational Meeting

October 12th: City Hall Closed for Columbus Day

October 16th: Edgerton Blood Drive in Community Hall

October 20th: Municipal Court

October 25th: Frontier Days Halloween Party

City Council Action Item

Council Meeting Date: October 22, 2020

Department: Community Development

Agenda Item: Consider the Resolution 10-22-20A Providing for a Hearing to Discuss a Possible Dangerous and Unfit Structure Existing at 502 East 2nd Street in the City of Edgerton, Johnson County, Kansas Pursuant to City of Edgerton City Code, Chapter IV, Article 4, Section 4-405.

Background/Description of Item:

This item was initially heard on September 24, 2020 and Resolution No. 09-24-20B was passed. Resolution NO. 09-24-20B was inadvertently not published on two consecutive dates in the Gardner News as required by Chapter IV, Article 4, Section 4-406. This resolution is being brought forward to correctly proceed with the process.

On August 13, 2020, the Governing Body held a public hearing to discuss a possible dangerous and unfit structure existing at 502 E. 2nd Street pursuant to Chapter IV, Article 4, Section 4-405 of the Edgerton Municipal Code. During the hearing, the owner of record at that time, R-7 Capital Funding, did not appear and did not show cause as to why the structure should not be condemned, ordered repaired or demolished.

At the conclusion of the hearing, the Governing Body directed staff to prepare a resolution to declare the structure as dangerous, unsafe or unfit for human use or habitation with the owner being given 30 days to either repair, alter, improve or demolish the structure. On August 27, 2020 staff returned to council with Resolution 08-27-2020A which gave the owner, R-7 Capital Funding LLC, until September 28, 2020 to abate the conditions and demolish or remove the structure.

On September 16, 2020 the owner of record for 502 E. 2nd Street in Edgerton, Kansas changed to Juan Abundiz and Visenta Hernandez. On September 21, 2020, City staff along with the City's contracted building inspector, GBA, performed a walkthrough of the property with the new owners. While Mr. Abudiz and Ms. Hernandez have indicated their intent to bring the structure into compliance, the property remains in the same unsafe and dangerous condition that it was when owned by R-7 Capital Funding LLC.

City Code provides that when it appears to the public officer that the structure is dangerous, unsafe or unfit for human habitation, they may report such findings to the Governing Body.

Upon receipt of this report, and pursuant to Chapter IV, Article 4, Section 4-401, should the Governing Body of the City of Edgerton agree with the public officer's report and find said structure unfit for human use or habitation because of dilapidation, defects, unsanitary conditions, or conditions which provide a general blight upon the neighborhood or surrounding properties, the Governing Body may fix a time and place at which the owner, the owner's agent, any lienholder of record and any occupant of the structure may appear and show cause why the structure could not be condemned and ordered repaired or demolished.

The City Attorney has prepared Resolution No. 10-22-20A pursuant to Section 4-405 of the Edgerton City Code to set the date and time for such a hearing. This resolution must be published once each week for two consecutive weeks, and 30 days must elapse between the last publication and the date set for the hearing. Publication of this resolution will occur on October 28, 2020 and November 4, 2020 with a public hearing set for Thursday, December 10, 2020 at 7:00 PM.

Staff would recommend the Governing Body approve Resolution No. 10-22-20A in order to continue moving forward the process to abate this nuisance.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution 10-22-20A Providing for a Hearing to Discuss a Possible Dangerous and Unfit Structure Existing at 502 East 2nd Street in the City of Edgerton, Johnson County, Kansas Pursuant to City of Edgerton City Code, Chapter IV, Article 4, Section 4-405.

Enclosed:

- Report from GBA
- Resolution 10-22-20A

Prepared by: Katy Crow, Development Services Director

BUILDING INSPECTION REPORT
City of Edgerton, KS



Project: Residential Remodel **Date:** 9/21/20
Address/Location: 502 E 2nd St **Time:** 9 AM
Permit Number: No Permit Number **Weather:** 70, clear
GBA Inspection Number: #34
Type of Inspection: Preliminary Meeting (IRC Section AJ 103)
Inspector's Name: Joe Kmetz, GBA
Approval: ☐ Approved ☐ Not Approved ☒ N/A
Katy Crow • Development Services Director
Distribution: City of Edgerton, KS
404 East Nelson
Edgerton, KS 66021

Inspection Description

Performed a preliminary meeting with the homeowner of the address listed above as described in Appendix AJ of the 2006 IRC. This meeting consisted of a discussion of the current state of the structure, plans for improvement, outstanding invoices (taxes and property mowing), and timeline for rehabilitation. As defined in section AJ104, the building official may require the structure to be investigated by a registered design professional.

See list below for items described in the prospective applicant's intention for proposed work and the code requirements for those items:

- Structural (Note: GBA is not acting as a structural design professional nor are any comments contained below to be construed as an evaluation as a registered design professional).
 - The foundation was observed to have significantly settled showing between ½" and 3" gaps in masonry members. A structural engineer's report will be required to establish work needing to be done to reestablish the foundation. Structural elements found to be unsound or dangerous shall be made to comply with the applicable requirements of the IRC per AJ501.4. Additionally, no gaps are to remain in the foundation in order to maintain rodent-proofness.
 - Interior framing was noted to have many locations with inadequate support of framing members. The owner stated that there would be engineered lumber (i.e. LVL or laminated beams) to be installed at locations to restore the structure. The locations should be evaluated by a design professional, and plans should be submitted for review prior to the issuance of a permit.
 - Shear wall and corner bracing elements will need to be installed in order to meet current code per Chapter 6 of the IRC.0
- Exterior envelope:
 - The thermal envelope will be required to be brought up to current standards. Although an inspection for insulation and vapor barrier is not listed as a required inspection in IRC Chapter 1, it was communicated to the owner that this would need to be verified by inspection due to the nature of the work.
 - The envelope would need to be properly flashed and made water-tight. Examination of these items could be made upon final inspection.
 - All roof decking and roofing materials is to comply with current code. A mid-roof and inspection of the roof after completion will be required.
 - All windows are to comply with current code and should be properly installed and flashed.
- Utility

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 natural gas is to be used, a pressure test of all piping inside the house would be subject to a piping pressure test prior to a gas meter being installed.
- A new electrical service is to be installed. Proper sizing of conductors, proper sizing of conduits, and proper grounding will be subject to examination during an electrical service inspection.
- The water service was noted to be active with a new water meter installed. Galvanized piping was noted as the type of domestic water piping. If this piping is to be replaced, a pre-backfill inspection would be required.
- Mechanical
 - The owner stated that an electric furnace was to be installed. The furnace and all corresponding ductwork would need to be examined at the in-wall stage of inspections.
- Electrical
 - All new branch circuit wiring will need to comply with current code and will need to be examined at the in-wall stage of inspections.
- Plumbing
 - All new water supply and drain/waste/vent piping is to comply with current code. All piping installation is to be examined at the in-wall stage of inspections.

Deficiencies

N/A

Observations

N/A

RESOLUTION NO. 10-22-20A

A RESOLUTION IN THE CITY OF EDGERTON, KANSAS, PROVIDING FOR A HEARING TO DISCUSS A POSSIBLE DANGEROUS AND UNFIT STRUCTURE EXISTING 502 EAST 2ND STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO CITY OF EDGERTON CITY CODE, CHAPTER IV, ARTICLE 4, SECTION 4-405

WHEREAS, it has been reported to the City Council of the City of Edgerton, Johnson County, Kansas by the public officer that there exists, on the premises of 502 East 2nd Street Edgerton, Kansas, a structure which is unfit for human use because of dilapidation, and serves as a general blight upon the neighborhood and surrounding properties. These conditions are found to be dangerous, unsafe and unfit for human habitation.

WHEREAS, the title to the home at 502 East 2nd Street is currently held by Juan Abundiz and Visenta Hernandez.

WHEREAS, pursuant to Section 4-405 of the City Code of the City of Edgerton, Kansas, the City Council wishes to fix a time and place for the owners to appear and show cause why the structure should not be condemned and ordered repaired or demolished.

BE IT RESOLVED BY THE CITY COUNCIL, CITY OF EDGERTON, JOHNSON COUNTY, KANSAS: That pursuant to Section 4-405, the City will hold a hearing on November 12, 2020 at 7:00 PM at City Hall, for Juan Abundiz and Visenta Hernandez, and any other person who would claim an interest in the property above described but who are currently unknown to the City of Edgerton, to appear and show cause why the structure located at 502 East 2nd Street should not be condemned and ordered to be demolished.

PASSED by the City Council on this 22nd day of October, 2020.

APPROVED by the Mayor on this 22nd day of October, 2020.

DONALD ROBERTS, MAYOR

ATTEST:

ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY

City Council Action Item

Council Meeting Date: October 22, 2020

Department: Community Development

Agenda Item: Consider Approval of a One-Year Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space for 2021

Background/Description of Item:

Since February 2012, the City of Edgerton has contracted with Clements Cleaning Service to provide janitorial services for Edgerton City Hall and Auxiliary Office spaces. Clements Cleaning Service continues to provide excellent service and therefore, staff would recommend approval of a one-year extension as allowed by the contract.

The cost of the monthly service is \$875 for City Hall, 305 E. Nelson and 312 E. Nelson, Studio B. The cost of this contract extension was allocated as part of the 2021 annual budget process. The scope of work includes the cleaning and janitorial services necessary to maintain Edgerton Community Hall and City Offices in a clean and orderly condition in accordance with general commercial practices as listed below.

Weekly tasks include:

- Vacuum carpeted floors
- Dry mopped and/or sweep linoleum/wood floors.
- Clean/dust all window sills, furniture, kitchen counters, table tops and similar horizontal surfaces
- Empty wastebaskets and recycle bins.
- Fully clean restrooms
- Wet mop floors
- Clean sinks, toilets and mirrors.
- Replenish toilet tissue and paper towels. Toilet tissue and paper towels supplied by the City.
- Clean water fountains
- Clean entrance doors and office window glass.
- Damp mop linoleum
- Remove soiled areas and spots from the carpet and upholstered chairs

Quarterly/annual task as needed

- Dust and/or clean tops of doors, cabinets, baseboards, exposed pipes, etc.
- Dust and remove spots from walls, woodwork
- Vacuum carpets with heavy duty carpet cleaner

The City Attorney has reviewed the enclosed contract, updating it for 2021 services.

Related Ordinance(s) or Statue(s):

Funding Source: General – Facilities – Building/Ground Maintenance

Budget Allocated: \$19,000

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

Recommendation: Approve a One-Year Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space for 2021

Enclosed:

- Contract with Clements Cleaning Service

Prepared by: Katy Crow, Development Services Director

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the City of Edgerton, Kansas, a Kansas municipal corporation, hereinafter referred to as "City", and Stephanie Clements with Clements Cleaning Service, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, City desires to employ the services of Contractor, as an independent contractor, to provide janitorial services (hereinafter "Services") for the City; and

WHEREAS, said Contractor desires to accept employment as an independent contractor for Edgerton, Johnson County, Kansas, subject to all the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

SECTION ONE-DUTIES; SCOPE

The City hereby agrees to employ Contractor, as an independent contractor and not an employee, to provide Services for City Hall located at 404 E. Nelson Street, Edgerton, KS, to the City offices at 305 E. Nelson Street, Edgerton, KS and to the City offices at 312 E. Nelson, Studio B as provided herein. The Services to be furnished under this agreement shall consist of all cleaning and janitorial services necessary to maintain City Hall and City offices in a clean and orderly condition in accordance with general commercial practices.

The total area of **City Hall (cleaned on a weekly basis)** shall consist of the lobby, City Administrator Office, Assistant City Administrator Office, Administrative Staff Offices and File Room, City Hall with Kitchen and Men's and Women's Restroom.

The total area of **312 E. Nelson Street, Studio B (cleaned twice monthly)** shall consist of office space, kitchen, bathroom, conference room and hardwood stairs leading to upstairs unit.

The total area of **305 E. Nelson (cleaned twice monthly)** shall consist of office space, kitchen, bathroom and hardwood floors.

The Services required by this Agreement shall be performed in a manner acceptable to management. The Services covered by this Agreement shall be performed on the frequency described above, on a day determined by the Contractor, except as otherwise provided herein, at such times and in such manner as not to interfere with office operations and rentals of City Hall as directed by the City Administrator, or designee. The Contractor shall provide cleaning dates to City staff 48 hours in advance.

The City shall provide a wet mop and a dry mop for use at City facilities. All other materials and equipment, including tools, required for the performance of this Agreement shall be furnished by the Contractor.

The following Services shall be provided at all three locations upon every cleaning:

- a) Vacuum carpeted floors
- b) Dry mop and/or sweep linoleum floors
- c) Clean/dust all window sills, furniture, kitchen counters, table tops and similar horizontal surfaces
- d) Empty wastebaskets and recycle bins. All trash and recycling shall be placed in designated containers.

- e) Fully Clean Restrooms
- f) Wet mop floors
- g) Clean sinks, toilets and mirrors.
- h) Replenish toilet tissue and paper towels. Toilet tissue and paper towels supplied by the City.
- i) Clean water fountains
- j) Clean entrance doors and office window glass.
- k) Damp mop linoleum
- l) Remove soiled areas and spots from the carpet and upholstered chairs

The following Services shall be provided on an as-needed basis:

- a) Dust and/or clean tops of doors, cabinets, baseboards, exposed pipes, etc.
- b) Dust and remove spots from walls, woodwork
- c) Vacuum carpets with heavy duty carpet cleaner

SECTION TWO -TERM

This Agreement will become effective following approval by the City Council and shall terminate on 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 thirty days (30) prior to the expiration date, unless otherwise mutually agreed upon by the parties. All subsequent contract extensions, if any, shall be in increments of one (1) year.

The Contractor may terminate the Contract upon no less than thirty (30) days written notice of termination prior to the date Contractor wishes to terminate. City may terminate this agreement at any time.

SECTION THREE- COMPENSATION

City agrees to pay Contractor as follows for services rendered pursuant to this Agreement.

- \$435 for monthly cleaning of City Hall
- \$265 for monthly (2 times/month) cleaning of 305 E. Nelson
- \$175 for monthly (2 times/month) cleaning of 312 E. Nelson, Studio B

Contractor shall prepare and present a monthly invoice to the City setting forth time spent performing duties pursuant to this Agreement. Said invoice shall not include time spent by Contractor traveling to and from City facilities. City agrees to process payment provided by Contractor for services rendered during the month upon receipt of the invoice. Payment is made via direct deposit to the bank account number provided by the Contractor.

SECTION FOUR- DUTY TO DEFEND AND INDEMNIFY

In accordance with Kansas law, the City agrees to defend and indemnify Contractor for any claims made against Contractor, excepting claims involving negligence by Contractor or its subcontractors, for actions or inactions by Contractor while acting within the scope of this Agreement.

SECTION FIVE – CONFIDENTIALITY AND NON-DISCLOSURE

The identity and personal information of citizens, the City's work product and office operations must be kept strictly confidential at all times. Although Contractor is authorized to provide services on behalf of City, as an express condition of this Agreement, it is agreed that Contractor and any employees or subordinates performing work under Contractor's direction shall absolutely maintain confidential any information learned during the course of Contractor's work for City. Any indiscretion is grounds for immediate termination of Contractor.

SECTION SIX- GENERAL PROVISIONS

The text herein shall constitute the entire agreement between the parties. This Agreement shall become effective upon execution by Contractor and execution by the Mayor after approval by the City Council. Contractor shall be paid at the current monthly rate for any services performed prior to this Agreement becoming effective.

SECTION SEVEN- CHOICE OF LAW

This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas and any action to enforce this Agreement shall be brought in the Johnson County District Court.

SECTION EIGHT- MODIFICATION

This Agreement cannot be modified or changed by any verbal statement, promise or agreement and no modification, change nor amendment, shall be binding on the parties unless it shall have been agreed to in writing.

IN WITNESS WHEREOF, the parties set their hands the day and year first above shown.

CLEMENTS CLEANING SERVICE:

CITY OF EDGERTON, KANSAS

Stephanie Clements

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

ATTEST:

Lee W. Hendricks, City Attorney

Alexandria Clower, City Clerk

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

Darius Crist the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 5 acres.

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

— See Attachment —

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): cattle

Number of fowls: 25 Description of fowl(s) (five per acre): chickens

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

Darius Crist
Signature of Applicant

Oct 5. 2020
Date

510 W. Braun. St.
Address of Applicant

913-963-6346
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.

James M & Billie K Darnet the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 3.5 acres.

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

Southwest corner 56 hwy rd Edgerton Road.
3 acres in limits of Sen 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): Ducks/chickens/Pheasants

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

Jim Darnet
Signature of Applicant

6 Oct 2020
Date

202 W 8th Box 66 Edgerton KS
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.

Michael Mabry the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 4.5 acres.

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

12-15-21 B6 1125.19' E SW CR SE 1/4 E 198.19' ~~SW~~ N 986.43' W
198.76' S 986.38' TO POB 4.5 ACS M/L EDC 129 1B

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): Horses, Cows, Pigs.

Number of fowls: 22 Description of fowl(s) (five per acre): Fowl / chickens

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

10-14-2020
Date

1200 W Braun Edgerton KS 66021
Address of Applicant

913-207-3571
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.

Rick Magee the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 6.84 acres.

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

Attached

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

Number of animals: 6 Description of animal(s) (one per acre): cow

Number of fowls: 25 Description of fowl(s) (five per acre): chickens

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

Rick Magee
Signature of Applicant

10-6-2020
Date

1301 W 8th
Address of Applicant

893 6596
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)

1405 W. 8th Street

Edgerton, KS 66021

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: 0 Description of fowl(s) (five per acre): 0

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

M. Vail
Signature of Applicant

10/7/20
Date

1405 W. 8th St Edgerton, KS 66021
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.

City Council Action Item

Council Meeting Date: October 22, 2020

Department: Public Works

Agenda Item: Consider Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services

Background/Description of Item:

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

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

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

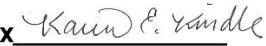
The all-inclusive fee for the Premier Plus (*including A+ Weather Post Storm Reports) is \$9,960 annually, the addition of Sferic Maps total lightning service is \$595, with the total contract cost of \$10,555. The 2021 Public Works budget includes sufficient funds to cover the annual contract costs.



Related Ordinance(s) or Statue(s):

Funding Source: General Fund-Public Works-Emergency Management

Budget Allocated: \$12,000

x 

Finance Director Approval: Karen Kindle, Finance Director

<p>Recommendation: Approve Contract with Weather Or Not®, Inc. to provide Weather Forecasting Service for 2020, at a price not to exceed \$10,555</p>
--

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

Prepared by: Dan Merkh, Public Works Director



6100 Nieman Rd., Suite 200

Shawnee, Kansas 66203

913.722.3955

City of Edgerton- A⁺™ Weather Services Contract

This is to confirm that the City of Edgerton retains *Weather or Not*®, Inc. ("*Weather or Not*") from January 1, 2021 thru December 31, 2021 to provide weather forecasting services set forth herein. Forecasts shall be e-mailed M-F by 7:00 AM and 3:00 PM, and by 8:00 AM on weekends with all appropriate updates being made, as information becomes available. A⁺™ Weather Alerts will be delivered to up to 10 City of Edgerton mobile devices. The City of Edgerton may call for updates whenever they choose. *Weather or Not* may record telephone calls between weather forecasters and the City of Edgerton. The City of Edgerton understands that these recordings may occur for the purpose of *Weather or Not* customer service training (without further notices) and consents to these recordings.

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

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

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

Sara Croke
Weather or Not

City of Edgerton

Date

Date

AGREEMENT for WEATHER FORECAST SERVICES

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

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

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

1.0 Service Specifications

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

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

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

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

3.0 Fees

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

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

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

4.0 References

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

Company: Lenexa Municipal Services Contact: Mr. Nick Arena

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

Brief Description on Work: Services provided similar to Prairie Village

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

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

Brief Description on Work: Services provided similar to Prairie Village

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

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

Brief Description of Work: Services per Evergy specifications

Contractor Contact: Loree Voigt

Company Name: Weather or Not, Inc.

Address: 6100 Nieman Rd., Suite 200

Shawnee, KS 66203

Telephone Number: 913-722-3955

Fax Number: N/A

Email: admin@weatherornot.com

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

ATTEST:

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

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

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

City Council Action Item

Council Meeting Date: October 22, 2020

Department: Public Works

Agenda Item: Consider Recommendation of City Engineer to Award Construction of 1st and Meriwood Street Stormwater Repair Project to J. Richardson Construction Co and Authorize the Mayor to Execute the Contract.

Background/Description of Item:

On October 24, 2019, City Council approved the 2020-2024 Capital Improvement Program which included the 1st Street and W Meriwood Street Stormwater Repairs.

On June 11, 2020 City Council approved the agreement with BG Consultants for the engineering and design services for 1st and Meriwood Street Stormwater Repair Project. The project consists of replacement of the cross-road pipe in the west road right-of-way of 1st Street and crossing under W Meriwood Street. This section of storm-pipe (approximately 45 linear feet) has caused issues in the area including water overtopping the roadway, residential flooding issues, degradation of stormwater network in the area and damage to the edge of the adjacent roadways.

On October 13, 2020, the bid letting was conducted. Six (6) bids were received that ranged from \$42,579.68 to \$135,586.80, with the engineer's estimate of \$59,912.50. The lowest bid was submitted by J. Richardson Construction Co.

Staff recommends awarding the lowest and best bid, to J. Richardson Construction Co. in a contract amount not to exceed \$42,579.68.

Related Ordinance(s) or Statue(s):

Funding Source: CIP Budget

Budget Allocated: \$72,250 General Fund

Finance Director Approval:

x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve Recommendation of Engineer to Award Construction of the 1st and Meriwood Street Stormwater Repair Project to J. Richardson Construction Co. and Authorize the Mayor to Execute the Contract in an amount not to exceed \$42,579.68.

Enclosed:

BG Consultants: Recommendation Letter 2020-10-14

Prepared by:

Dan Merkh, Public Works Director

October 14, 2020

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

Re: 1st and Meriwood Storm Sewer Improvements
Edgerton, Kansas
20-1255L

Dear Dan:

The bid letting for the 1st and Meriwood Storm Sewer Improvements was conducted October 13, 2020. Six (6) bids were received which ranged from \$42,579.68 to \$135,586.80. The engineer's estimate was \$59,912.50. J. Richardson Construction Co., Inc. submitted the low bid.

We have not worked with J. Richardson Construction on past construction projects, so we checked the references they provided. They received good references and the references that we checked indicated that they would use them again. It is our opinion that they are qualified to complete this project.

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

Sincerely,

BG CONSULTANTS, INC.



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

Attachments

BID TABULATIONS
1st and Meriwood Storm Sewer Improvements
Edgerton, Kansas
Bid Letting October 13, 2020
20-1255L

				Engineer's Estimate		J. Richardson Construction Co., Inc.		Linaweaver Construction, Inc.		Kansas Heavy Construction ,LLC									
Item #	Description	Quantity	Unit	Unit Price		Unit Price		Unit Price		Unit Price									
Base Bid																			
1.	Contractor Construction Staking	1	L.S.	\$	1,600.00	\$	1,600.00	\$	750.00	\$	750.00	\$	2,000.00	\$	2,000.00	\$	2,250.00	\$	2,250.00
2.	Mobilization	1	L.S.	\$	7,700.00	\$	7,700.00	\$	3,000.00	\$	3,000.00	\$	3,000.00	\$	3,000.00	\$	3,250.00	\$	3,250.00
3.	Storm Water Pollution Prevention	1	L.S.	\$	1,500.00	\$	1,500.00	\$	250.00	\$	250.00	\$	400.00	\$	400.00	\$	850.00	\$	850.00
4.	Clearing & Grubbing	1	L.S.	\$	1,700.00	\$	1,700.00	\$	1,100.00	\$	1,100.00	\$	500.00	\$	500.00	\$	1,000.00	\$	1,000.00
5.	Demolition & Removal	1	L.S.	\$	2,000.00	\$	2,000.00	\$	2,340.00	\$	2,340.00	\$	1,000.00	\$	1,000.00	\$	3,200.00	\$	3,200.00
6.	Earthwork - Ditch Excavation & Shaping	1	L.S.	\$	7,000.00	\$	7,000.00	\$	3,550.00	\$	3,550.00	\$	4,000.00	\$	4,000.00	\$	3,480.00	\$	3,480.00
7.	Temporary Traffic Control	1	L.S.	\$	1,500.00	\$	1,500.00	\$	1,100.00	\$	1,100.00	\$	1,800.00	\$	1,800.00	\$	900.00	\$	900.00
8.	Pavement Patch (6" Conc., 2" Asphalt)	35	S.Y.	\$	100.00	\$	3,500.00	\$	68.55	\$	2,399.25	\$	125.00	\$	4,375.00	\$	165.00	\$	5,775.00
9.	Gravel Surfacing (6" AB-3)	20.6	S.Y.	\$	30.00	\$	618.00	\$	10.25	\$	211.15	\$	20.00	\$	412.00	\$	29.00	\$	597.40
10.	Concrete Curb and Gutter (24")	23	L.F.	\$	50.00	\$	1,150.00	\$	26.90	\$	618.70	\$	50.00	\$	1,150.00	\$	42.00	\$	966.00
11.	15" Storm Sewer (RCP)	3.8	L.F.	\$	60.00	\$	228.00	\$	79.65	\$	302.67	\$	125.00	\$	475.00	\$	265.00	\$	1,007.00
12.	24" Storm Sewer (RCP)	25.9	L.F.	\$	85.00	\$	2,201.50	\$	87.15	\$	2,257.19	\$	130.00	\$	3,367.00	\$	101.00	\$	2,615.90
13.	30" Storm Sewer (RCP)	80.5	L.F.	\$	110.00	\$	8,855.00	\$	97.95	\$	7,884.98	\$	140.00	\$	11,270.00	\$	120.00	\$	9,660.00
14.	15" End Section (RC)	1	EA	\$	600.00	\$	600.00	\$	1,315.00	\$	1,315.00	\$	675.00	\$	675.00	\$	850.00	\$	850.00
15.	24" End Section (RC)	1	EA	\$	1,200.00	\$	1,200.00	\$	1,600.00	\$	1,600.00	\$	950.00	\$	950.00	\$	1,125.00	\$	1,125.00
16.	30" End Section (RC)	4	EA	\$	1,300.00	\$	5,200.00	\$	1,650.00	\$	6,600.00	\$	1,000.00	\$	4,000.00	\$	1,180.00	\$	4,720.00
17.	8'x4' Curb Inlet	1	EA	\$	5,000.00	\$	5,000.00	\$	4,520.00	\$	4,520.00	\$	6,200.00	\$	6,200.00	\$	5,600.00	\$	5,600.00
18.	Flowable Fill	33	LF	\$	100.00	\$	3,300.00	\$	22.75	\$	750.75	\$	40.00	\$	1,320.00	\$	25.00	\$	825.00
19.	Erosion Control Fabric	640	S.Y.	\$	4.00	\$	2,560.00	\$	2.00	\$	1,280.00	\$	3.00	\$	1,920.00	\$	3.50	\$	2,240.00
20.	Wattle Ditch Check	100	L.F.	\$	10.00	\$	1,000.00	\$	2.50	\$	250.00	\$	8.00	\$	800.00	\$	5.00	\$	500.00
21.	Seeding, Fertilizing & Mulching (Permanent)	1	L.S.	\$	1,500.00	\$	1,500.00	\$	500.00	\$	500.00	\$	1,000.00	\$	1,000.00	\$	1,900.00	\$	1,900.00
Base Bid Total =				\$	59,912.50		\$	42,579.68		\$	50,614.00		\$	53,311.30					

BID TABULATIONS
1st and Meriwood Storm Sewer Improvements
Edgerton, Kansas
Bid Letting October 13, 2020
20-1255L

				Fit Excavating, Inc.		Pyramid Excavation & Construction, Inc.		Joe Dirt Construction, LLC	
Item #	Description	Quantity	Unit	Unit Price		Unit Price		Unit Price	
Base Bid									
1.	Contractor Construction Staking	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 3,444.00	\$ 3,444.00
2.	Mobilization	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,775.00	\$ 2,775.00
3.	Storm Water Pollution Prevention	1	L.S.	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00
4.	Clearing & Grubbing	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,200.00	\$ 2,200.00
5.	Demolition & Removal	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 3,100.00	\$ 3,100.00	\$ 2,850.00	\$ 2,850.00
6.	Earthwork - Ditch Excavation & Shaping	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 10,358.00	\$ 10,358.00	\$ 6,700.00	\$ 6,700.00
7.	Temporary Traffic Control	1	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,300.00	\$ 2,300.00
8.	Pavement Patch (6" Conc., 2" Asphalt)	35	S.Y.	\$ 170.00	\$ 5,950.00	\$ 110.00	\$ 3,850.00	\$ 180.00	\$ 6,300.00
9.	Gravel Surfacing (6" AB-3)	20.6	S.Y.	\$ 50.00	\$ 1,030.00	\$ 9.00	\$ 185.40	\$ 110.00	\$ 2,266.00
10.	Concrete Curb and Gutter (24")	23	L.F.	\$ 60.00	\$ 1,380.00	\$ 44.00	\$ 1,012.00	\$ 125.00	\$ 2,875.00
11.	15" Storm Sewer (RCP)	3.8	L.F.	\$ 100.00	\$ 380.00	\$ 105.00	\$ 399.00	\$ 259.00	\$ 984.20
12.	24" Storm Sewer (RCP)	25.9	L.F.	\$ 100.00	\$ 2,590.00	\$ 115.00	\$ 2,978.50	\$ 129.00	\$ 3,341.10
13.	30" Storm Sewer (RCP)	80.5	L.F.	\$ 115.00	\$ 9,257.50	\$ 125.00	\$ 10,062.50	\$ 163.00	\$ 13,121.50
14.	15" End Section (RC)	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00
15.	24" End Section (RC)	1	EA	\$ 1,300.00	\$ 1,300.00	\$ 1,000.00	\$ 1,000.00	\$ 1,350.00	\$ 1,350.00
16.	30" End Section (RC)	4	EA	\$ 1,700.00	\$ 6,800.00	\$ 1,200.00	\$ 4,800.00	\$ 1,400.00	\$ 5,600.00
17.	8'x4' Curb Inlet	1	EA	\$ 9,500.00	\$ 9,500.00	\$ 5,500.00	\$ 5,500.00	\$ 4,900.00	\$ 4,900.00
18.	Flowable Fill	33	LF	\$ 60.00	\$ 1,980.00	\$ 41.00	\$ 1,353.00	\$ 110.00	\$ 3,630.00
19.	Erosion Control Fabric	640	S.Y.	\$ 2.20	\$ 1,408.00	\$ 4.50	\$ 2,880.00	\$ 100.00	\$ 64,000.00
20.	Wattle Ditch Check	100	L.F.	\$ 5.00	\$ 500.00	\$ 3.00	\$ 300.00	\$ 7.00	\$ 700.00
21.	Seeding, Fertilizing & Mulching (Permanent)	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 2,800.00	\$ 2,800.00	\$ 3,700.00	\$ 3,700.00
Base Bid Total =				\$ 54,025.50		\$ 59,428.40		\$ 135,586.80	

City of Edgerton - 3rd Quarter 2020 Report
General Fund (Unaudited)

	YTD Actual	2020 Budget	% Used	Remaining	2020 Estimate
Revenues:					
Ad Valorem Tax	\$ 2,374,119	\$ 1,931,860	122.9%	\$ 442,259	\$ 1,931,860
LPKC PILOT	\$ -	\$ 483,853	0.0%	\$ (483,853)	\$ 483,853
Delinquent Tax	\$ 7,130	\$ -	n/a	\$ 7,130	\$ -
Motor Vehicle Tax	\$ 41,045	\$ 52,969	77.5%	\$ (11,924)	\$ 52,969
Recreational Vehicle Tax	\$ 923	\$ 933	98.9%	\$ (10)	\$ 933
16/20M Vehicle Tax	\$ 333	\$ 372	89.5%	\$ (39)	\$ 372
Local Alcoholic Liquor Tax	\$ 619	\$ 2,780	22.3%	\$ (2,161)	\$ 1,000
City 1% Use Tax	\$ 132,506	\$ 113,600	116.6%	\$ 18,906	\$ 182,000
County Use Tax	\$ 71,307	\$ 70,000	101.9%	\$ 1,307	\$ 53,000
City 1% Sales Tax	\$ 357,885	\$ 431,000	83.0%	\$ (73,115)	\$ 431,000
County Sales Tax	\$ 273,753	\$ 334,000	82.0%	\$ (60,247)	\$ 242,000
Franchise Tax	\$ 152,820	\$ 110,000	138.9%	\$ 42,820	\$ 110,000
Licenses & Permits	\$ 166,637	\$ 756,300	22.0%	\$ (589,663)	\$ 336,400
Charges for Services	\$ 84,971	\$ 118,000	72.0%	\$ (33,029)	\$ 118,000
Fines & Forfeitures	\$ 43,656	\$ 30,000	145.5%	\$ 13,656	\$ 30,000
Miscellaneous	\$ 27,193	\$ -	n/a	\$ 27,193	\$ 24,601
Investment Income	\$ 19,225	\$ 15,000	128.2%	\$ 4,225	\$ 17,000
Total Revenue	\$ 3,754,122	\$ 4,450,667	84.3%	\$ (696,545)	\$ 4,014,988

Expenditures:

General Government	\$ 612,895	\$ 961,959	63.7%	\$ 349,064	\$ 891,578
Law Enforcement	\$ 249,210	\$ 502,868	49.6%	\$ 253,658	\$ 489,063
Public Works	\$ 352,235	\$ 596,688	59.0%	\$ 244,453	\$ 564,446
Parks	\$ 112,773	\$ 253,490	44.5%	\$ 140,717	\$ 187,098
Facilities	\$ 59,759	\$ 115,450	51.8%	\$ 55,691	\$ 113,724
Fleet Maintenance	\$ 25,484	\$ 51,200	49.8%	\$ 25,716	\$ 49,605
Community Development	\$ 180,800	\$ 356,153	50.8%	\$ 175,353	\$ 278,444
Economic Development	\$ 436,945	\$ 507,200	86.1%	\$ 70,255	\$ 489,650
Information Technology	\$ 40,819	\$ 57,631	70.8%	\$ 16,812	\$ 61,592
Employee Benefits	\$ 268,021	\$ 484,532	55.3%	\$ 216,511	\$ 410,169
Total Expenditures	\$ 2,338,941	\$ 3,887,171	60.2%	\$ 1,548,230	\$ 3,535,369

Revenues Over(Under) Expenditures: \$ 1,415,181 \$ 563,496 \$ 479,619

Other Sources & Uses:

Transfers from Other funds:					
Transfer from Capital Projects Fund	\$ 13,138	\$ -	n/a	\$ (13,138)	\$ 2,752
Transfers to Other Funds:					
Transfer to Equipment Reserve Fund-General	\$ 325,000	\$ 325,000	100.0%	\$ -	\$ 325,000
Transfer to Capital Projects Fund	\$ 273,497	\$ 150,000	182.3%	\$ (123,497)	\$ 273,441
Total Other Sources & Uses	\$ (585,359)	\$ (475,000)	123.2%	\$ 110,359	\$ (595,689)

Beginning Fund Balance	\$ 1,698,768	\$ 1,617,667		\$ 1,698,768
Estimated Ending Fund Balance		\$ 1,706,163		\$ 1,582,698
Unaudited Ending Fund Balance	\$ 2,528,590			

Reserve Required

17% of 2020 budgeted expenditures	\$ 710,819
25% of 2020 budgeted expenditures	\$ 1,021,793

Budget Authority

2020 Budget Authority	\$ 6,068,334
Remaining 2020 Budget Authority	\$ 3,130,896
% of Budget Authority Used	48.4%

City of Edgerton - 3rd Quarter 2020 Report
Water Fund (Unaudited)

	YTD Actual	2020 Budget	% Used	Remaining	2020 Estimate
Revenues:					
Charges for Services	\$ 343,405	\$ 462,450	74.3%	\$ (119,045)	\$ 475,574
Fines & Forfeitures	\$ 10,687	\$ 23,000	46.5%	\$ (12,313)	\$ 16,000
Miscellaneous	\$ -	\$ -	n/a	\$ -	\$ -
Investment Income	\$ 1,352	\$ 2,000	67.6%	\$ (648)	\$ 2,000
Total Revenue	\$ 355,444	\$ 487,450	72.9%	\$ (132,006)	\$ 493,574

Expenditures:

Fleet Maintenance	\$ 2,126	\$ 4,200	50.6%	\$ 2,074	\$ 3,800
Information Technology	\$ 17,509	\$ 32,559	53.8%	\$ 15,050	\$ 30,930
Production	\$ 119,025	\$ 175,000	68.0%	\$ 55,975	\$ 166,530
Distribution	\$ 31,760	\$ 46,740	68.0%	\$ 14,980	\$ 44,404
Administrative-Water	\$ 91,572	\$ 125,815	72.8%	\$ 34,243	\$ 114,685
Employee Benefits	\$ 24,171	\$ 32,042	75.4%	\$ 7,871	\$ 30,439
Debt Service	\$ 97,345	\$ 97,345	100.0%	\$ -	\$ 97,345
Total Expenditures	\$ 383,508	\$ 513,701	74.7%	\$ 130,193	\$ 488,133

Revenues Over(Under) Expenditures: **\$ (28,064)** **\$ (26,251)** **\$ 5,441**

Other Sources & Uses:

Transfers from Other funds:

Transfer from Water Reserve Fund \$ 28,376 \$ - n/a \$ (28,376) \$ 28,376

Transfers to Other Funds:

Transfer to Equipment Reserve Fund-Water \$ - \$ - n/a \$ - \$ -

Transfer to Capital Projects Fund \$ - \$ - n/a \$ - \$ -

Total Other Sources & Uses **\$ 28,376** **\$ -** **n/a** **\$** **\$ 28,376**

Beginning Fund Balance

Estimated Ending Fund Balance **\$ 191,220** **\$ 219,376** **\$ 191,220**

Unaudited Ending Fund Balance **\$ 191,532** **\$ 193,125** **\$ 225,037**

Reserve Required

17% of 2020 budgeted expenditures \$ 87,329

25% of 2020 budgeted expenditures \$ 128,425

Budget Authority

2020 Budget Authority \$ 706,825

Remaining 2020 Budget Authority \$ 323,317

% of Budget Authority Used 54.3%

City of Edgerton - 3rd Quarter 2020 Report
Sewer Fund (Unaudited)

	YTD Actual	2020 Budget	% Used	Remaining	2020 Estimate
Revenues:					
Charges for Services	\$ 504,088	\$ 741,000	68.0%	\$ (236,912)	\$ 651,494
Licenses & Permits	\$ 150	\$ -	n/a	\$ 150	\$ -
Miscellaneous	\$ -	\$ -	n/a	\$ -	\$ -
Investment Income	\$ 6,452	\$ 3,500	184.3%	\$ 2,952	\$ 3,500
Total Revenue	\$ 510,690	\$ 744,500	68.6%	\$ (233,810)	\$ 654,994
Expenditures:					
Fleet Maintenance	\$ 2,071	\$ 4,700	44.1%	\$ 2,629	\$ 4,700
Information Technology	\$ 17,509	\$ 33,326	52.5%	\$ 15,817	\$ 33,326
Treatment Plant	\$ 99,650	\$ 204,945	48.6%	\$ 105,295	\$ 204,945
Sewer Line Maintenance	\$ 962	\$ 7,100	13.5%	\$ 6,138	\$ 7,100
Lift Stations/Vaults	\$ 10,197	\$ 21,114	48.3%	\$ 10,917	\$ 21,114
Administrative-Sewer	\$ 125,134	\$ 223,811	55.9%	\$ 98,677	\$ 193,811
Employee Benefits	\$ 41,377	\$ 56,193	73.6%	\$ 14,816	\$ 56,193
Debt Service	\$ 94,438	\$ 94,438	100.0%	\$ -	\$ 94,438
Total Expenditures	\$ 391,338	\$ 645,627	60.6%	\$ 254,289	\$ 615,627
Revenues Over(Under) Expenditures:	\$ 119,352	\$ 98,873			\$ 39,367

Other Sources & Uses

Transfers from Other Funds:					
Transfer from Sewer Reserve Fund	\$ 16,330	\$ -		\$ (16,330)	\$ 16,330
Transfers to Other Funds:					
Transfer to Equipment Reserve Fund-Sewer	\$ 50,000	\$ 50,000	n/a	\$ -	\$ 50,000
Transfer to Capital Projects Fund	\$ 100,000	\$ 100,000	n/a	\$ -	\$ 100,000
Total Other Sources & Uses	\$ (133,670)	\$ (150,000)	89.1%	\$ (16,330)	\$ (133,670)

Beginning Fund Balance

Estimated Ending Fund Balance

Unaudited Ending Fund Balance

Beginning Fund Balance	\$ 508,001	\$ 476,681		\$ 508,001
Estimated Ending Fund Balance		\$ 425,554		\$ 413,698
Unaudited Ending Fund Balance	\$ 493,683			

Reserve Required

17% of 2020 budgeted expenditures	\$ 109,757
25% of 2020 budgeted expenditures	\$ 161,407

Budget Authority

2020 Budget Authority	\$ 1,221,181
Remaining 2020 Budget Authority	\$ 679,843
% of Budget Authority Used	44.3%