

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
January 9, 2025
7:00 P.M.**

Call to Order

1. Roll Call

____ Roberts ____ Longanecker ____ Lewis ____ Conus ____ Lebakken ____ Malloy

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 December 12, 2024 Regular City Council Meeting
5. Approve Final Acceptance of 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project
6. Approve Renewal of the Agreement with CBK, Inc., for Collection Services
7. Approve Temporary Construction Easement for Charles Crooks at 602 E 2nd St. for the 2nd Street Reconstruction Project
8. Approve Temporary Construction Easement for Levi Miller at 213 W Edgewood Dr. for the 2nd Street Reconstruction Project

Motion: _____ Second: _____ Vote: _____

Regular Agenda

9. **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.
10. **Public Comments.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

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

11. **Introduction** of New Hire, Valerie Griffin, Customer Service Specialist II - Parks & Recreation

Business Requiring Action

- 12. CONSIDER ORDINANCE NO. 2176 AMENDING CHAPTER XIV, SECTION 14-205 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON TO CLARIFY NO PARKING ZONES IN RESIDENTIAL EDGERTON, NO PARKING ZONES IN LPKC, AND LIMITED TIME PARKING ZONES AND REPEALING AND REMOVING CONFLICTING ORDINANCES THEREWITH**

Motion: _____ Second: _____ Vote: _____

- 13. CONSIDER A CONTRACT WITH JANI-KING OF KANSAS CITY TO PROVIDE COMMERCIAL CLEANING SERVICES FOR 2025**

Motion: _____ Second: _____ Vote: _____

- 14. Report by the City Administrator**

- 2024 Recreation in Review

- 15. Report by the Mayor**

- 16. Future Meeting Reminders:**

January 14: Planning Commission Meeting
January 23: City Council Meeting
February 11: Planning Commission Meeting
February 13: City Council Meeting
February 27: City Council Meeting

- 17. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPTION TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR, PUBLIC WORKS DIRECTOR AND CIP PROJECT MANAGER TO DISCUSS CONTRACT NEGOTIATIONS (K.S.A. 75- 4319(B)(2))**

- 18. Adjourn** Motion: _____ Second: _____ Vote: _____

EVENTS

January 14: Tales for Tots
January 15: Senior Lunch & BINGO
February 11: Tales for Tots
February 14: Handman with Love: Valentines Craft Stations
February 19: Senior Lunch & BINGO
February 25: Mardi Gras Fat Tuesday

City of Edgerton, Kansas
Minutes of City Council Regular Session
December 12, 2024

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas December 12, 2024. The meeting convened at 7:01PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Deb Lebakken	present
Bill Malloy	absent at roll call, arrived at 7:09PM
Ron Conus	present

Mayor Roberts stated Councilmember Malloy texted and said he would be a few minutes late.

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Clerk, Alex Clower
- City Attorney, Todd Luckman
- Public Works Director, Dan Merkh
- Finance Director, Karen Kindle
- Recreation Superintendent, Brittany Paddock
- Development Services Director, Zach Moore
- Senior Accountant, Justin Vermillion
- CIP Project Manager, Holly Robertson
- Assistant to the City Administrator, Kara Banks
- Assistant to the City Administrator, Trey Whitaker
- Public Works Foreman, Chase Forrester
- Parks and Recreation Director, Levi Meyer

2. WELCOME. Mayor Roberts welcomed all in attendance.

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

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

4. Approve Minutes from November 14, 2024 Regular City Council Meeting
5. Approve Consider Renewal of a Cereal Malt Beverage License for Jay Kay Inc., DBA D's Mini Mart for 2025
6. Approve Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services for 2025

7. Approve Resolution No. 12-12-24A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas
8. Approve an Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility
9. Approve a Month-to-Month Contract Extension with Helping Hands Cleaning Ministry to Provide Cleaning Services for the Edgerton City Hall and Other Auxiliary Office Spaces
10. Approve Concurrence to Bid for the 2nd Street Reconstruction Project
11. Approve Final Acceptance for Edgerton Lake and Dam Exploration Project and Return Remaining Funds of \$8,390.76 to the Special Park & Recreation Fund
12. Approve Temporary Construction Easement and Permanent Drainage Easement for Jane and Danny Oneal at 210 W Edgewood Dr. for the 2nd Street Reconstruction Project
13. Approve Temporary Construction Easement and Permanent Pedestrian Easement for Curtis Crisler at 400 E 2nd St. for the 2nd Street Reconstruction Project
14. Approve Temporary Construction Easement for David and Nancy Lammers at 107 W Edgewood Dr. for the 2nd Street Reconstruction Project
15. Approve Temporary Construction Easement for Mario Perez Jr. and Ashley Firth at 410 E 2nd St. for the 2nd Street Reconstruction Project
16. Approve Temporary Construction Easement and Permanent Drainage Easement for Erica Kell and Jacob Foster at 110 W Edgewood Dr. for the 2nd Street Reconstruction Project
17. Approve Temporary Construction Easement for Tim Miller at 200 W Edgewood Dr. for the 2nd Street Reconstruction Project
18. Approve Temporary Construction Easement for Sarah Lenker at 100 W Edgewood Dr. for the 2nd Street Reconstruction Project
19. Approve Temporary Construction Easement for Brenda and Roy Crim at 115 W Edgewood Dr. for the 2nd Street Reconstruction Project
20. Approve Temporary Construction Easement for Alan Donahoo at 103 W Edgewood Dr. for the 2nd Street Reconstruction Project
21. Approve Temporary Construction Easement for Cynthia Cope at 203 E McDonald St. for the 2nd Street Reconstruction Project
22. Approve Temporary Construction Easement and Permanent Sanitary Sewer Easement for Steven Crim at 1005 W 3rd St. for the 2nd Street Reconstruction Project
23. Approve Temporary Construction Easement and Permanent Sanitary Sewer Easement for Donna Pearce, Co-Trustee of the Larry L. Pearce Intervivos Trust, at 1002 W 3rd St. for the 2nd Street Reconstruction Project
24. Approve Temporary Construction Easement for Morgan and Tyrone Hillman at 209 W Edgewood Dr. for the 2nd Street Reconstruction Project
25. Approve Temporary Construction Easement for Matthew and Melissa Talley at 306 W Edgewood Dr. for the 2nd Street Reconstruction Project
26. Approve Temporary Construction Easement for Joshua and Ruth Batchelor at 701 E 2nd St. for the 2nd Street Reconstruction Project
27. Approve Temporary Construction Easement for Calukas Properties LLC at 610 E 2nd St. for the 2nd Street Reconstruction Project
28. Approve Temporary Construction Easement for Steven Harkins at 111 W Edgewood Dr. for the 2nd Street Reconstruction Project

29. Approve Temporary Construction Easement for Juan Abundiz and Visenta Hernandez at 502 E 2nd St. for the 2nd Street Reconstruction Project
30. Approve Temporary Construction Easement for David Crow at 510 E 2nd St. for the 2nd Street Reconstruction Project
31. Approve Temporary Construction Easement and Permanent Street Easement for Ross Ackley at 105 E Edgewood Dr. for the 2nd Street Reconstruction Project
32. Approve Temporary Construction Easement and Permanent Drainage Easement for Kyle McSpadden at 820 E 2nd St. for the 2nd Street Reconstruction Project
33. Approve Temporary Construction Easement for Anne Patterson, Trustee, at 200 E Martin St. for the 2nd Street Reconstruction Project.

Councilmember Lebakken moved to approve the Consent Agenda, seconded by Councilmember Lewis. The Consent Agenda was approved, 4-0.

Mayor Roberts stated additional easements were received from the time the packet was published.

Ms. Linn read the easements for consideration.

- Approve Temporary Construction Easement for Guellermo Pedroza at 414 E 2nd St. for the 2nd Street Reconstruction Project.
- Approve Temporary Construction Easement for Graham Shertz and Heather Rich at 1001 W 4th St. for the the 2nd Street Reconstruction Project
- Approve Temporary Construction Easement and Permanent Pedestrian Easement for Thomas and Kara Barlett, Trustees of the Barlett, Thomas and Kara Revocable Trust at 203 E Nelson St. for the 2nd Street Reconstruction Project

Mayor Roberts requested motion to approve the additional easements.

Councilmember Lebakken moved to approve, seconded by Councilmember Longanecker. The motion carried, 4-0.

Regular Agenda

34. **Declaration.** There were no declarations made.

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

Business Requiring Action

36. CONSIDER OUTSIDE CITY LIMITS WATER SERVICE LINE APPLICATION

Mr. Merkh stated an application was submitted by Matthew and Kandace Thomas for Water Connection to service their property. This property is outside the corporate city limits of Edgerton. The code states the applicant must receive approval by the Governing Body before connection can be made, as well as pay any applicable fees.

The City does have an existing 8" PVC waterline on the north side of 207th Street/N 100 Road, which borders the south side of the property. The property owner is planning to install approximately 75 feet of waterline from the City installed 5/8" meter for their property. No bore of the existing roadway is needed. This water line will be for potable water only.

If approved, the resident will need to have a licensed installer perform the construction, while City Staff performs tap inspections and installation of water meter. The owner of the premises will be solely responsible for the cost of the outside city limits water connection fee and water system development fee as described in the City's Fee Resolution. Following the connection, the owner of the premise will complete the water service application to activate their utility account and pay the applicable fee as described in the City's Fee Resolution.

With no questions or comments, Mayor Roberts requested motion to approve the application for new water service at 2324 N. 100 Rd. Wellsville, KS 66092.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The motion carried, 4-0.

37. CONSIDER APPROVAL OF AGREEMENT WITH DIGITAL EARTH CONSULTING LLC FOR SLUDGE REMOVAL SERVICES

Mr. Merkh stated in 2022, the City entered into a contract with Digital Earth Consulting, LLC for sludge removal services, which was renewed with a November 2024 expiration. At Council's direction, staff negotiated with Digital Earth to continue their service with an increase of \$25 per truckload. This increases the price to \$735 per truckload, which is still less than the alternative bidder from the process in 2022. Staff also worked with Digital Earth to increase the term to 3 years with an annual increase of \$25 per truckload. Any extension after the 3 years is limited to one-year intervals.

With no questions or comments, Mayor Roberts requested motion to approve the agreement with Digital Earth Consulting, LLC for Sludge Removal Services.

Councilmember Lewis moved to approve, seconded by Councilmember Longanecker. The motion carried, 4-0.

38. CONSIDER FACILITY USE AND MAINTENANCE AGREEMENT WITH EDGERTON HISTORIC SOCIETY FOR EDGERTON COMMUNITY MUSEUM

Mr. Meyer stated annually the City and the Museum enter into a facility use and maintenance agreement. The draft agreement included in the packet continues that arrangement for the next year. The agreement includes an agreement from the Edgerton Historic Society to pay the city a monthly fee. In the past, this fee has been set at \$1/year. There have been no changes to the agreement since approved by council last year. The agreement, if approved, is valid for one year beginning January 1 through December 31, 2025.

The consensus of Council was to set the lease rate at \$1 for the year.

With no questions or comments, Mayor Roberts requested motion to approve the agreement with the Edgerton Historic Society for a lease rate of \$1/year.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The motion carried, 4-0.

Councilmember Malloy arrived at 7:09PM.

Councilmember Conus asked if there's any fire detection equipment at the museum.

The Museum curator, Mr. Charlie Troutner, stated there are fire extinguishers and the city does check those. There are smoke alarms, one upstairs and downstairs, but they probably need new batteries.

Councilmember Conus questioned if there was a fire alarm in the building to automatically alert the fire department, especially since most of our city's history is housed in that building. The time it takes to respond to a fire is the most important thing in being able to fight the fire. With no one there on a regular basis, the building could easily go up in flames. He asked if the board would consider putting something in.

Mr. Troutner stated he could safely say they will not. He stated he asked about an alarm system a few years ago and was unanimously told it was not needed.

Councilmember Conus encouraged him to ask again.

39. CONSIDER FINAL ACCEPTANCE OF CONSTRUCTION OF THE GLENDELL ACRES PARK IMPROVEMENTS PROJECT WITH CM CONCRETE, INC.

Ms. Robertson stated in February Council approved an update to the project budget and contract with CM Concrete for construction of the improvements at Glendell Acres Park. In July, staff presented a project update related to the award of the KDHE Waste Tire Grant that reduced the total contract amount of CM Concrete by contracting the safety surfacing installation to Ecoturf Playground Surfacing. In accordance with the City's Purchasing Policy, the City Administrator has approved a deduction of \$44,490 from CM Concrete's construction contract.

In October 2024, City Council approved a contract extension of 30 days for a substantial completion of October 31, 2024 and final completion of November 29, 2024. Prior to the final completion date, City Staff was informed that the park signage was still in fabrication and would not be completed by November 29, 2024. City Staff was not confident that the signage would be completed per project expectations. CM Concrete and City Staff negotiated a contract change order to remove the signage component from the contract by deducting \$32,000 from the contract. The total contract amount and change order summary are included. This deduction was accepted by CM Concrete before the final completion date to avoid liquidated

damages. City Staff has identified another contractor to complete the park signage per project expectations that will be presented in a following council item.

She stated the table included summarizes all change orders for the contract with CM Concrete for construction of Glendell Acres Park. Change Order 1 through 4 have been presented to City Council at previous update meetings; however, they did not require council approval according to the purchasing policy. Change Order 4 and 5 are deductions for services that have been or will be performed by other contractors (playground surfacing and signage). Substantial completion was achieved by October 31, 2024 and final punch list items with exception of signage was completed by November 29, 2024. A letter of acceptance from the inspector is attached.

Staff recommends City Council approve final acceptance for the Glendell Acres Park Renovation project, authorizing final payment to CM Concrete, Inc.

The construction scope was completed within the contracted budget amount. Final payments for engineering and construction inspection have yet to be requested but are expected to be under budget. After these final payments are made, a final project accounting will be brought to City Council to consider recommendation for use of any unused funding.

With no questions or comments, Mayor Roberts requested motion to approve the final acceptance of construction of Glendell Acres Park with CM Concrete, Inc.

Councilmember Lebakken moved to approve the motion, seconded by Councilmember Longanecker. The motion carried, 5-0.

40. CONSIDER A CONTRACT WITH COMBES CONSTRUCTION FOR PARK SIGNAGE AT GLENDELL ACRES PARK AND MANOR PARK FOR \$27,181.

Ms. Robertson stated Council was previously presented with a final change order for the contract with CM Concrete that would remove the park signage scope of work for a deduction of \$32,000. In preparing that final change order, City Staff requested a cost estimate from Combes Construction to complete the monument sign and park rules sign in accordance with the design plans for Glendell Acres Park.

The cost estimate Combes provided is for \$27,181 for both Manor Park and Glendell Acres entry signs and park rules signs and is within the budget remaining for Glendell Acres Park Renovation project.

Combes Construction is the general contractor for The Greenspace and has experience in park construction and school construction where these types of signs are typical. Combes has provided quality work for The Greenspace and City Staff recommends approving the contract for park signage.

With no questions or comments, Mayor Roberts requested motion to approve the contract with Combes Construction for park signage for \$27,181.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. The motion carried, 5-0.

41. CONSIDER PURCHASE OF A DIGITAL SIGN FOR THE GREENSPACE FOR \$15,549.00 FROM LUMINEO SIGNS.

Ms. Robertson stated the digital signage to be installed within the monument sign is an owner-procured item. City staff and the project architect for The Greenspace have been working with a signage contractor to provide a quote for the digital sign and installation.

City Staff has since received competitive prices for three signage vendors. City Staff provided each vendor with the design details of the monument sign and expectations for viewing and content. The vendors then prepared quotes based on their recommendations for the specific type of signage. All screens are rated to be weather resistant, recommended for viewing from Nelson Street and in different light conditions. All screens include design and display management software and training so that graphics can be controlled by City Staff. The cost estimates for each screen are attached.

She stated staff has reviewed all submissions and note the following information. LCD screens have higher quality graphics than LED screens. LED screens are primarily for messaging, announcements, and minor graphics. The LED screens have a longer expected life span compared to LCD screens. Based on Staff expectations for the use of the screen and longevity, City Staff recommends the LED screens by Lumineo. Within the Lumineo cost estimates screens are shown with both the 8mm LED and 10mm LED. Although the difference is minimal, City Staff recommends the 8mm LED screen for slightly improved graphics and resolution.

City Staff recommends approving the purchase of digital signage including mounting frame, installation, cellular data, and software for \$15,549.00. This amount is within the budget initially estimated for IT/Security to prepare the project budget. There will be other costs yet to be determined within this budget item (audio visual equipment, tvs, computers, etc.). Staff will continue to monitor the project budget and periodically update the Governing Body as categories of cost are set.

With no questions or comments, Mayor Roberts requested motion to approve the purchase of a digital sign for The Greenspace for \$15,549.00 from Lumineo Signs.

Councilmember Lebakken moved to approve the motion, seconded by Councilmember Longanecker. The motion carried, 5-0.

42. CONSIDER CHANGE ORDER #1 TO CONTRACT WITH BEEMER CONSTRUCTION CO. FOR DWYER FARMS SANITARY SEWER EXTENSION PROJECT

Mr. Merkh stated this project has a casing pipe which is bored beneath BNSF railroad, then a portion of the casing pipe was open cut excavated and installed. This section of the casing pipe was adjacent to South Lake. During the installation of the open cut section, the contractor came across site conditions where the subgrade needs additional stabilization above what included in the plans. He stated with existing conditions, the casing pipe settled overnight, when it should not have moved at all. Precise placement is critical to maintaining the sanitary sewer pipe slope. The contractor, City staff, and City Engineer developed the plan to mitigate the settlement by installation of a concrete base beneath the casing pipe and base of the proposed manhole. The change order proposed by Beemer includes the work already completed to assess the site conditions. Also included is the crew hours and materials to install the upgraded pipe bedding. He stated the final item included in the change order is a price per foot of installation for bedding improvements as the contractor progresses with installation in areas that are still unknown.

He stated the price for this change order is \$52,468.61. The original contract with Beemer is for \$747,900, with this change order the new contract amount would be \$800,368.61. These change orders encompass modifications encountered at this point in the construction schedule and do not include the final overrun/underrun of quantities for the project. The project substantial completion is set for January/February of 2025. Any additional change orders, including the final change order, will be forwarded for authorization (as needed by policy) at a future Council date.

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

With no questions or comments, Mayor Roberts requested motion to approve Change Order #1 with Beemer Construction for a maximum not to exceed of \$52,468.61 for the Dwyer Farms Sanitary Sewer Extension project.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Malloy. The motion carried, 5-0.

43. CONSIDER ORDINANCE NO. 2173 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A CONDITIONAL USE PERMIT (CU2024-0102) ALLOWING FOR A COMMUNICATION TOWER OVER 60 FEET IN HEIGHT IN THE AG (AGRICULTURAL) DISTRICT FOR KC POWER & LIGHT CO. ON THE PROPERTY LOCATED AT 18827 DILLIE ROAD, EDGERTON, KANSAS.

Mr. Moore stated earlier this year Everygy submitted a CUP request regarding a communication tower located at 18827 Dillie Road. An existing 220ft tower has been in place since approximately 1994. Their request now, is for a newer tower at 230ft high, installed roughly 40ft to the south. Planning Commission recommended approval with a 10-year permit.

Councilmember Longanecker asked what will happen to the old tower.

Mr. Moore stated the under the agreement in place, they are replacing the tower.

With no further questions Mayor Roberts requested motion to approve Ordinance No. 2173.

Councilmember Lebakken moved to approve the motion, seconded by Councilmember Longanecker. The motion carried, 5-0.

44. CONSIDER ORDINANCE NO. 2174 AMENDING CHAPTER IV – BUILDINGS, CONSTRUCTION AND FIRE OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS SPECIFICALLY TO ADD REGULATIONS TO THE FIRE CODE PERTAINING TO FOOD TRUCKS.

Mr. Moore stated in April, the City Council adopted the 2018 suite of building codes. One of the amendments was to not include regulations regarding food trucks at that time to allow for more research by staff. After review, staff noted that all food trucks already coming to town are meeting the requirements found in the 2018 suite. This amendment would reflect that change.

With no questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2174.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. The motion carried, 5-0.

45. CONSIDER RESOLUTION NO. 12-12-24B ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES FOR THE CITY OF EDGERTON, KANSAS

Ms. Linn stated annually the City considers the Fee Resolution for the upcoming year. The update includes changes to the costs in solid waste as approved at the previous council meeting. This change includes showing the offset of the waste fees at 50% off for residents. This updated resolution also includes membership fees for The Greenspace as well as other miscellaneous administrative changes regarding language, fees, etc.

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 12-12-24B, setting the fees and rates for the City of Edgerton.

Councilmember Longanecker moved to approve, seconded by Councilmember Lebakken. The motion carried, 5-0.

46. CONSIDER RENEWAL OF THE NORTHBOUND AND SOUTHBOUND AGREEMENTS WITH ADOPT A HIGHWAY TO SPONSOR HOMESTEAD LN. – I35 TO 191ST STREET AND 200TH STREET TO END OF ROAD; SUNFLOWER RD./E. NELSON STREET FROM I35 TO 6TH STREET; AND HIGHWAY 56 – 8TH STREET (EDGERTON RD.) TO SUNFLOWER RD. FOR LITTER REMOVAL SERVICES

Ms. Clower stated in June 2022, the City entered into a pilot program with Adopt A Highway for cleaning on 56 Highway. Due to the success of the program, the following year the city then entered into agreements for an additional 2 roadways, Homestead and Sunflower. Year-to-date, roughly 2,900 lbs. of trash has been collected. Staff is requesting no changes to the agreements; the costs will be the same and the agreements will run for 2 years. The only changes made is that the agreements will now be running consecutively, beginning January 1. The costs for each agreement are listed within the council packet.

With no questions or comments, Mayor Roberts requested motion to approve the agreements with Adopt A Highway for trash removal services on 56 Highway, Homestead Lane, and Sunflower Road, northbound and southbound.

Councilmember Longanecker moved to approve, seconded by Councilmember Malloy. The motion carried, 5-0.

47. PRESENTATION OF 2024 COMPENSATION AND BENEFITS STUDY AND CONSIDER ORDINANCE NO. 2175 PROVIDING FOR THE RANGE OF SALARIES AND COMPENSATION OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF EDGERTON, KANSAS, EFFECTIVE UPON PUBLICATION AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH

Ms. Banks stated in 2018, Council directed staff to complete a compensation and benefits study every 3 years. The market was in upheaval in 2021 due to the pandemic and in 2022 the council approved the cost of living adjustment to compensate for the high inflation rates. Staff researched comparable cities to use as a benchmark, using the cities selected by Council in 2018, to include Gardner, Olathe, Lenexa, Shawnee, and Overland Park. Staff researched compensation, but also positions and benefits offered. She reviewed the memo provided to council.

She stated staff reviewed growth, workload as compared to the city's CIP program and others, as well as the quality of life. Staff also compared the City's benefits offered to that of the benchmark cities, this included holidays, paid time off, insurance benefits, retirement benefits, etc.

Ms. Linn stated based on research with comparison cities and recommendations from the City's HR Consultant, staff recommends the City Council approve the salary ranges as defined in the attached draft Ordinance No. 2175. Staff recommends City Council move the ranges annually based on the Employment Cost Index as reported by the U.S. Department of Labor. In 2018, City Council provided direction to schedule the completion of a total compensation and benefits study every three years. Staff recommends the City maintain that schedule.

She stated the new salary structure is designed to alleviate compression. However, if only the employees that are below the minimum are elevated to the minimum of the range, the existing compression within the organization will be exaggerated. Staff recommends City Council allocate funds from Unencumbered Fund Balance in each fund to allow the City Administrator to

address discrepancies in pay equity across positions and departments and avoid underpaying employees for similar work. There is sufficient funds in unencumbered fund balance (over the reserve requirement) in all three funds for these expenditures.

Councilmember Conus stated he is concerned that we are comparing our city to much larger cities. Gardner's population is 13 times Edgerton, Overland Park is over 100 times. He stated he does not believe we have the population or revenue base to keep up with these numbers. He stated he does not believe we are comparing apples to apples.

Ms. Linn stated the workload of the employees here is why those cities were chosen as the benchmark. She stated the Edgerton does not lose employees to smaller entities, but rather loses them to the larger agencies where they are doing the same work for more money.

Councilmember Lebakken stated she likes the career ladder presented.

Mayor Roberts agreed because before there were no additional positions for employees to move into. He stated he hears what Councilmember Conus is saying, but the workload here is comparable to the cities there. The smaller cities do not have the same workload our staff has. If we want to compete, we will have to compete with the bigger cities to have that. He stated most the cities our size do not have a finance director, but Edgerton needs one. He stated the reality is, the amount of professionalism that we see today is drastically different than 15 years ago. Not only does our staff have to work harder than other cities, but we need to keep the quality employees doing the quality job.

Councilmember Lewis stated he would rather have quality over quantity and make an investment in the employees we have now.

Councilmember Lebakken stated it is cheaper to keep the good employees over hiring new employees that will have to be trained over and over again.

Councilmember Malloy stated the city is rapidly growing and the staff we have now are already wearing 20 different hats. It is easier to move up than bring in an outside source that will be more expensive.

With no further questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2175, providing for the range of salaries and compensation of various city officers and employees.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The motion carried, 4-1, with Councilmember Conus voting against.

48. Report by the City Administrator

- Update: Senior Property Tax Rebate Program

Ms. Banks stated this program was wildly successful with a return of just over \$44,000 dollars to our residents. Many residents asked if this program could be brought back, and we were excited to tell them yes as it was approved for another year by Council for 2025.

Ms. Linn stated she encourages Council to spread the word to their neighbors and community about this program.

Mayor Roberts asked if anyone was turned away.

Ms. Banks stated everyone who applied was approved. She stated the county is also offering their program this year so if you want county taxes returned, residents can apply through them. She stated she will put more info in the newsletter about both programs.

- Update: Home Improvements Grant Program

Ms. Banks stated all funds were used for this program this year, with a total of 15 projects funded. The average grant award was just over \$1,300. There are still 3 open projects. The homeowners have requested and been granted an extension until March 31st, 2025. During the year, several projects were presented to staff that did not meet the criteria for funding as they were not considered front façade improvements. These projects include fencing visible from the street and foundation repairs. Staff would like direction from council to determine if in the future, these types of projects will be eligible. This program has been approved with applications opening on January 1.

Mayor Roberts stated he is a fan of the foundation repair being eligible because it effects the quality of the home. He would like to understand more what the fence idea would look like.

Ms. Linn stated maybe adjacent to the right-of-way could be a condition of approval.

Mayor stated he gets the desire to increase curb appeal. He stated he is not opposed but would like to understand it a little more.

Ms. Linn asked if there is a consensus to allow foundation repair as an eligible project.

The consensus of council was to allow foundation repairs, but for staff to bring back more information on how a fence could be eligible if council decides.

- The Greenspace Rentals & Rental Regulations

Ms. Paddock stated the recreation team worked to compile information regarding rentals of other community spaces to see what would best fit The Greenspace. She reviewed the information presented, including cost, hours, rental spaces, etc. Most rentals in other cities do not allow city observed holidays. The rentals would be available hourly, with a minimum of 2 hours, including set up and tear down. There will be additional fees for access to gym, kitchen, stage, etc. Penalties for cancelation if not done within certain timeframe. She stated it is recommended by staff that city activities, events, and functions take priority over rentals. Events would be required to submit a special event permit and approval is required by the governing body. The minimum age to rent will be 21 years old.

Ms. Linn stated staff would also like council approval on not renting out City Hall once The Greenspace is open.

Mayor Roberts stated he would recommend the need for full payment being 90 days in advance.

Councilmember Conus stated the cancellation policy seems severe, typically when someone is cancelling at such short notice it's because of unforeseen circumstances.

Ms. Paddock stated what staff put together is fairly generous compared to other cities; however for exigent circumstances, like a death in the family, staff could put some language in there to allow for refunds with approval. The idea is that we do not want to turn someone away because a spot is filled that is then canceled, but we do understand the exception for serious circumstances.

Councilmember Lewis asked about the security piece, just after hours and weekends.

Ms. Linn stated during normal business hours, the idea would be to have staff there. After hours, we would require security by renter and have one staff member present. Staff is currently working with companies to look into for security.

Mayor Roberts stated so it would be city approved security.

Councilmember Lewis asked if there is someone that a person may know who a retired police officer, could they be pre-approved to be security.

Ms. Linn stated her recommendation would be that if they can show they have a credential in some way, we could make them an approved agency. She stated the goal is to make sure that someone with specialized training can step in if needed, especially when alcohol is involved.

Ms. Paddock stated it is pretty standard for after-hours security. Most are off duty police officers.

Councilmember Lewis wants options that will be affordable.

Councilmember Longanecker asked about the insurance side.

Ms. Linn stated with a special event, they must have insurance. If it is just a common rental, there is no requirement for insurance.

Councilmember Lebakken the non-resident rates here are ridiculously low and very affordable.

Councilmember Lewis stated this direction really gives us the next course and can re-evaluate in a year or so.

Ms. Linn asked council if they feel any different than what has been provided by staff for operation of the facility. She stated normal use would be sometime in the first quarter. The plan is to not do rentals right away and begin to take rentals around May.

The consensus of council was to have full payment if over \$1,000, 90 days prior and cease rentals of City Hall once The Greenspace is operational.

49. Report by the Mayor

- Update: Edgerton Community Food Pantry

Mayor Roberts stated the food pantry that was housed at the United Methodist Church parsonage was sold. After it was sold, they then used the church as their facility. The church however no longer want to house it. He thanked them for housing the food pantry for as long as they did. He continued that the food pantry now needs a new space. He stated there is a space built in The Greenspace for scouts, however there is no active troop in Edgerton right now. He asked if the food pantry can use that spot in The Greenspace.

Councilmember Conus asked if they will run it out of there.

Mayor Roberts stated there is no direct access. The committee is looking at maybe doing a mobile food pantry where they can set up in the lot.

Councilmember Conus asked if they would just be using the space in The Greenspace as storage.

Mayor Roberts stated it might end up being distribution too. Currently, they bring bags of food to the individual's vehicle. He stated he does have some concerns having it at The Greenspace, specifically regarding the storage place's door on Third Street and the logistics that would surround that. He stated he is not looking for an answer right now, but more so wanting Council's okay to have it housed there for the time being.

Councilmember Conus asked if this would be a permanent solution.

Mayor Roberts stated maybe, maybe not. If it were something permanent, they would be on a yearly lease similar to the library or museum.

Councilmember Lebakken asked if it is the same people operating for now.

Councilmember Longanecker stated a lot of the people are getting older and they are having a harder time finding younger people to come help out.

Mayor Roberts stated it would be good to see others get involved more. There were almost 50 families that utilized the food pantry in November.

Councilmember Lewis stated he would like the contact information, he has a couple teens that could help out.

All members of the Governing Body were comfortable with allowing the food pantry to use The Greenspace facility for the time being.

Mayor Roberts stated the boards of Fire District 1 and 2 met and decided to move forward with consolidation of the districts. He stated one thing he does not like about this is that the governance structure would move to being under the BOCC and would have an advisory board. They would target then appointments of staff members to sit on that board so there is a voice for our community. He stated his concern with that is that other than a couple people, there really is not anyone that can make a vote that lives in the district today. He stated the meeting was recorded and he would encourage Councilmembers to go back and watch it. There will be more actions taken as they are moving forward with the concept, but next steps will be brought forward later. He stated this is a fairly large change, potentially there will be positives with it. What Fire District 1 can do is pay off leases on trucks they have, lowering some expenditures and projecting a decrease in the mill levy. He stated they did present a 5-year outlook at the meeting.

Mayor Roberts stated they are doing foundation work in Dwyer Farms and looking at doing 2 foundations a day.

50. Future Meeting Reminders

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

51. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPTION TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR (K.S.A. 75- 4319(B)(2))

Mayor Roberts requested motion to recess into executive session for a consultation with the City Attorney, which is deemed privileged in an attorney-client relationship (K.S.A. 75-4319B(2)). Present in the executive session will be the Governing Body and the following staff members: City Administrator, Beth Linn, Kevin Wempe, Attorney at Law and City Attorney, Todd Luckman.

The executive session will start at 8:29PM and last 10 minutes. The open meeting will resume in the Council Chambers.

Councilmember Longanecker moved to recess into executive session pursuant to K.S.A 75-4319(B)(2) for the purpose of discussing contract negotiations. Councilmember Lebakken seconded the motion.

The meeting recessed into executive session at 8:29PM, 5-0.

Councilmember Lebakken moved to return to open session with no action being taken. Councilmember Longanecker seconded the motion. Open session resumed at 8:40PM, 5-0.

Mayor Roberts stated this will be the last meeting until the new year, unless an emergency meeting is called, however he does not see that as likely. He wished everyone a Merry Christmas and Happy New Year!

52. Adjourn

Councilmember Lebakken moved to adjourn, seconded by Councilmember Longanecker. The meeting was adjourned at 8:42PM with a 5-0 vote.

Submitted by Alex Clower, City Clerk

City Council Action Item

Council Meeting Date: January 9, 2025

Department: Public Works

Agenda Item: Consider Final Acceptance of 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project

Background/Description of Item:

On May 25, 2023 City Council approved the submission of an application to Johnson County for the 2nd and Hulett Sanitary Sewer Project for Community Development Block Grant (CDBG) funding.

In October of 2023 Johnson County notified staff of the proposed award of the partial funding request (\$91,512).

On April 25, 2024, City Council approved the contract with Tetra Tech for the design of the project and scope.

On July 25, 2024 City Council approved a change order for Tetra Tech to include construction administration services. Then on September 12, 2024 City Council approved the concurrence to bid.

On October 24, 2024 City Council approved the award for the construction phase of the project to SAK Construction, LLC. During that Council Meeting the budget was updated to account for the construction estimate and rollover from the 2021 CDBG project. At that same Council meeting a contract with Renaissance Infrastructure Consulting (RIC) was approved to provide construction inspection and observation services.

Substantial Completion was reached on December 26, 2024, which included post-construction CCTV. After reviewing the CCTV Tetra Tech and RIC had no further actions needed by SAK for final acceptance. As-built drawings were provided by Tetra Tech and final quantities approved by the contractor, engineer, and inspector. A letter of acceptance from the inspector is attached.

The original construction contract totaled \$104,555. There was 1 change order. Change Order #1 increased the contract by \$1,390 based on observed conditions during the pre-construction CCTV. It was observed by the engineer and contractor that the estimated point repairs were not needed. The project team determined that cost savings could be used to line an additional segment of vitrified clay pipe in the project area. The cost difference of lining the additional segment and removing the point repairs required an additional \$1,390 to true-up the

quantities. Change Order #1 was approved by City Administrator in compliance with the City’s Purchasing Policy. This brings the overall construction contract to \$105,945.00.

Staff recommends City Council approve final acceptance for the 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation project, authorizing final payment to SAK Construction, LLC.

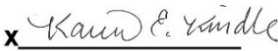
The construction scope was completed within the contracted budget amount. Final payments for engineering and construction inspection have yet to be requested but are anticipated to be under budget. After these final payments are made, a final project accounting will be brought to council to consider recommendation for use of any unused funding.

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

<u>Funding Source:</u>	Sewer Fund:	\$53,500
	CDBG:	\$91,512
	Rollover from 2021 CDBG:	\$53,246

Budget Allocated: \$198,258

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve Final Acceptance for 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project

Enclosed: Final Approval by Inspector

Prepared by: Holly Robertson, PE, CIP Project Manager

Holly Robertson

From: Holly Robertson
Sent: Tuesday, January 7, 2025 10:04 AM
To: Holly Robertson
Subject: 2024 CDBG 2nd and Hulett Sanitary Sewer Rehab

RIC Project Final Acceptance

From: Jimmy Donnici <jdonnici@ric-consult.com>
Sent: Tuesday, January 7, 2025 10:01 AM
To: Holly Robertson <hrobertson@edgertonks.org>
Subject: RE: 24166 Edgerton Billing

As a representative of the city of Edgerton, I have observed the construction of the 2nd and Hulett sanitary sewer rehabilitation and have determined the project was completed per contract documents.

Jimmy Donnici

Construction Observer
Renaissance Infrastructure Consulting
jdonnici@ric-consult.com | 913-317-9500 (o)

From: Jimmy Donnici <jdonnici@ric-consult.com>
Sent: Thursday, January 2, 2025 8:47 AM
To: Nick Jacobs <njacobs@sakcon.com>; Holly Robertson <hrobertson@edgertonks.org>
Cc: Harper, Bridget <Bridget.Harper@tetrattech.com>; Matteo, Zach <ZACH.MATTEO@tetrattech.com>; Carl Sanders <csanders@ric-consult.com>
Subject: RE: 24166 Edgerton Billing

Hi Holly. We agree with the pay app 01 that was submitted by Nick Jacobs on December 31, 2024.

Jimmy Donnici

Construction Observer
Renaissance Infrastructure Consulting
jdonnici@ric-consult.com | 913-317-9500 (o)

City Council Action Item

Council Meeting Date: January 9, 2025

Department: Administration

Agenda Item: Concurrence to Renew the Agreement with CBK, Inc., for Collection Services

Background/Description of Item:

On May 13, 2021, Council approved an agreement for collection services with CBK, Inc. CBK has extensive experience with many municipalities and courts in the State of Kansas. The City pursues debt collection on past due balances of terminated utility accounts, as well as unpaid court fines as approved by the Judge.

Since signing the contract, CBK has collected 29% of the amounts turned over for collection. The industry average collection rate is 20% - 30%.

The agreement approved in 2021 was for a two-year period and had an automatic renewal option for two additional two-year periods. The first renewal was on May 13, 2023. The second renewal will be on May 13, 2025. The contract provides for 90-day notice if the City does not want to renew the contract. Staff is recommending renewal of the contract for the final two-year renewal period based on the successful collection rate and the large Kansas client base CBK maintains.

The agreement has been reviewed and approved by the City Attorney.

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

Funding Source: n/a

Budget Allocated: n/a

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Renewal of the Agreement with CBK, Inc., for Collection Services.

Enclosed: Agreement with CBK, Inc.

Prepared by: Karen Kindle, Finance Director

C.B.K. INC

GOVERNMENT COLLECTION CONTRACT

THIS AGREEMENT made and entered into this 13th day of May, 2021 by and between CBK, Inc., a corporation hereinafter referred to as "AGENCY" and, City of Edgerton, KS, a governmental entity, hereinafter referred to as "CLIENT".

WITNESSETH:

WHEREAS, CLIENT desires to designate various accounts for collections; and WHEREAS, Agency desires to accept and pursue said claims.

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties hereto do agree as follows:

1. Agency will use its best efforts and resources to collect accounts forwarded. Collection activities shall be in compliance with Federal, State and Local laws and regulations, including the Fair Debt Collection Practices Act. Agency shall be courteous and businesslike, consistent with the image and reputation of Client. To the best of their ability, Client warrants that all accounts are valid and legally enforceable debts. Client will send accurate and legitimate claims and further agrees to cooperate with Agency in the investigation of the same, which includes providing documentation supporting the claim as may be requested by Agency, and to keep Agency apprised of any changes in circumstance or information regarding the same. Agency shall be entitled to the contingency fee and costs on the accounts forwarded as stated below, upon the Agency sending its first communication to Debtor.
2. Fees and Charges
 - a. AGENCY/ AR; Agency shall charge, and Client agrees to pay Agency, a fee on principal amounts collected at a rate of 30 % on all accounts forwarded to Agency (in the event the Client has an Ordinance, agreement, or contract in place allowing for fees to be added to the debt, Agency would then add the percentage to the amount turned for collection).
 - b. Municipal Court Debts: The cost of collections for these debts will be added to the amount forwarded and charged to the debtor. Agency will pay Client 100% of the amount forwarded, when collected. The rate the Agency will charge for these debts will be 30 %.
 - c. AGENCY/ CHECKS; At the election of the Client, Agency will collect on returned checks that are sent both electronically and manually. Agency will pay the Client 100 % of the face amount collected and 0 % of any Returned Check Service Fee on all checks when collected by Agency or through the efforts of Agency. Agency will also pay the Client 0 % of any damages collected on any check that is collected through legal action. Agency shall retain any attorney fees assessed, pursuant to statute. Agency shall remit payment to Client for all returned checks collected for the previous month by the 10th of the following month. Check Clients must provide the attached Addendum A with this agreement.
 - d. All interest that is charged on all accounts forwarded to Agency by Client will be split at a rate of 0 % for the Client and 100 % for the Agency.
 - e. REFERRAL TO ATTORNEY; The Agency shall institute legal proceedings in the name of Client with the attorney of Agency's choosing. This includes the selection of local counsel that may appear on behalf of Client. Client has the right to object to the use of any attorney with good cause, to include conflicts. All litigation instituted shall be in the name of the Client and all court costs, surcharges, and other litigation expenses will be advanced by Agency and said funds will be deducted off the following Client's transmittal disbursement to reimburse the Agency.
 - i. The fees stated in (c) are intended to cover a routine case through the district court level. Unusual situations, such as counter claims, appeals, or bankruptcy litigation, are not covered. In the event of such unusual situations, cross petition or any other claim, Agency will advise Client in a timely matter. Client has the option to either recall the matter and defend the counter claim or have the Agency's attorney proceed with the representation of the matter at a mutually agreed upon hourly rate.
 - ii. In the event that Client's cases or claims are referred out of state, the contingency fee agreement shall be increased to 50%, as allowed by law.
3. STATEMENTS; The Agency will submit monthly statements to Client of the net amount received the previous calendar month, by the 10th of the month following collection, along with the remittance of all monies recovered minus Agency fee. The Client shall report payments (via fax, Client Portal, email, or through another form of communication agreed upon by both parties) at the time of receipt on accounts assigned to the Agency. Said statements shall be sent to Client at

PO Box 255, Edgerton, KS 66021

or another address designated by the Client in writing. The Client agrees to remit to Agency any amount due to Agency within thirty (30) days of receipt of the monthly statement.

4. **RECORDS;** The Agency will maintain records as they pertain to each account in such a manner as to be auditable by Client during normal working business hours upon reasonable notice given to Agency.
5. **COMPROMISE SETTLEMENT;** Agency shall not have authority to accept a compromise settlement on the amount forwarded, without the Client's prior approval.
6. **TERM;** This Agreement shall remain in full force and effect for twenty-four (24) months. This contract shall renew upon the initial and subsequent anniversary dates for a length of time equal to the initial term stated in this agreement, unless notice is received by either party of intent of non-renewal at least 90 days prior to the anniversary date.
7. **TERMINATION;** Either party may terminate this Agreement (with or without cause and without penalty) by giving thirty (30) days written notice of termination to the other party. For accounts on which judgment has been rendered through the means of legal action, Agency will charge and Client agrees to pay, the same fee Agency would have been entitled to receive on such accounts if the Agreement had not been terminated.
8. **REPORTS;** Agency shall submit the following reports to Client monthly:
 - a. Acknowledgment (Report sent based on when Client forwards accounts...monthly, bi monthly or weekly)
 - b. Cancellation/Deletion
 - c. Transmittal/Client Statement
9. **INDEMNITY;**
 - a. Agency agrees to defend and hold the Client harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney fees and court costs occasioned by, arising out of, related to, or in connection with any fact or omission of the Agency and its employees and agents, or any of them from failure of the Agency to comply with the provisions of this Agreement.
 - b. Client agrees to defend and hold the Agency harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney fees and court costs occasioned by or arising out of, related to, or in connection with any act or omission of the Client and its employees or from failure of the Client to comply with the provisions of the Agreement.
10. **GENERAL PROVISIONS;**
 - a. Agency shall serve as an independent contractor. This agreement does not constitute an employer/employee relationship.
 - b. The captions of this Agreement are for convenience only and are not to be construed as modifying the text of the Agreement.
 - c. All terms and conditions of this Agreement are severable. If one or more of the terms and conditions are deemed unenforceable, the remainder shall continue in full force and effect.
 - d. This Agreement constitutes the entire Agreement of the parties and cannot be modified without a writing signed by both parties.
 - e. All notices required under this Agreement shall be in writing and sent Certified Mail, Return Receipt Requested, and shall be effective upon receipt.
 - f. Client agrees to comply with all applicable laws, rules and regulations relating to the services provided hereunder. This agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Client may assign this Agreement only with prior written consent of Agency. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agency and the heirs, executor, administrators, successors, and assigns of Client.
 - g. This Agreement shall become effective as of the date listed below and shall remain in effect until either party serves 30 day written notice to the other. Amendments to fees and charges shall take effect immediately. Other such amendments shall be effective thirty (30) days from mailing, except as specifically provided herein; this Agreement may not be altered, amended, or otherwise varied except by written mutual agreement of the parties.
11. **CONFIDENTIALITY;** Agency shall not disclose information relating to the debtor(s) to persons other than debtor(s), parents, or guardians of debtor(s) as necessary for payment purposes. Agency shall not disclose information relating to Client's operations without written consent of the Client or duly issued Court process or orders. It is mutually understood that the Agency's obligation to not disclose confidential and proprietary Client information hereunder shall survive the termination of this Agreement. The terms and conditions of this agreement will not be disclosed to anyone or any entity without written authorization.
12. **ENTIRE AGREEMENT;** This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings, and can be changed only by written agreement signed by all parties. This agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and

the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile and/or email shall be effective as delivery of a manually executed counterpart of this Agreement.

13. Where Applicable and under the Health Insurance and Portability and Accountability Act of 1996 (HIPAA), the Client is required to enter into specific Business Associate Agreements setting forth requirements of their agents relative to maintaining the privacy and confidentiality of patient-identifiable health information. To comply with this requirement, the parties agree to enter into a separate Business Associate Agreement meeting the requirements of HIPAA, prior to April 14, 2003.
14. Where applicable, and for all consumer debts, Agency further agrees to comply with the Fair Debt Collection Practices Act (FDCPA), known as Public Law #95-109.
15. Any and all notices required herein, shall be sent to the addressee and address as designated below under AGENCY and CLIENT.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

AGENCY:

CBK, Inc.

Address:

3615 SW 29th St

Topeka, KS 66614

Authorized Representative:

Name: Chad A. Hollins (please print)

Signature: 

Title: VP of Sales

Date: 5/13/21

CLIENT:

City of Edgerton, Kansas

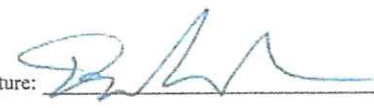
Address:

PO Box 255, Edgerton, KS 6621

Phone: 913-893-6231

Authorized Representative:

Name: Donald Roberts (please print)

Signature: 

Title: Mayor

Date: 5/13/2021

Project Name: 2nd Street Reconstruction
Tract No. 9
Parcel No. 0462030701027001000
(Spouses)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **CHARLES E CROOKS**, a single person and **CHARLES E CROOKS Jr AND CYNTHIA CROOKS**, spouses, as joint tenants hereinafter called Grantors, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of Three Hundred Twenty Four and No/100 Dollars (\$324) 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, Grantors 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:

A temporary construction easement in Lots 1, 2, 3 and 4, in Block 08, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 28, 2024, as follows:

Beginning at the Northeast corner of Lot 1, Block 08, in said subdivision; thence along the East line of said Lot 1 South 01°23'18" East, 130.00 feet to the South line of Lot 1; thence departing said East line South 88°40'08" West along said South line, 49.78 feet; thence North 01°06'23" West, 19.20 feet; thence North 79°52'59" East, 11.91 feet; thence North

59°49'24" East, 23.72 feet; thence North 45°02'43" East, 14.86 feet; thence North 01°20'02" West, 87.28 feet to the North line of said Lot 1; thence North 88°39'58" East, 6.28 feet to the Point Of Beginning, containing 2,022 square feet.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire 2 years thereafter, or as otherwise agreed upon between the parties.

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 owners 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 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, Grantors hereby consent and agree.

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

GRANTORS:

Charles E Crooks

Printed Name: CHARLES E CROOKS

Charles E Crooks Jr

Printed Name: CHARLES E CROOKS JR

Cynthia Crooks

Printed Name: CYNTHIA CROOKS

Property Address:
602 E 2ND ST

Mailing Address (if different from property address):

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 16 day of December
2024, by CHARLES E CROOKS, a single person and CHARLES E CROOKS JR and
CYNTHIA CROOK, spouses, as joint tenants.

Alexandra Clower

(Signature of notarial officer)

(Seal, if any)



City Clerk

Title (and Rank)

[My appointment expires: 7/5/26]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20____, by Beth Linn, City Administrator and Alexandria Clower, City Clerk, for the City
of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Project Name: 2nd Street Reconstruction
Parcel No. 0462030703010010000
Tract No. 38
(Single Person)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between **LEVI MILLER**, a single person, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of Two Hundred and Six and No/100 Dollars (\$206) 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, Grantor hereby grants to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

A temporary construction easement in part of Lot 42 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows:

Beginning at the Northwest corner of Lot 42 in said subdivision; thence along the West line of said Lot 42 South 01°04'59" West, 24.89 feet; thence departing said West line South 88°55'01" East, 15.35 feet; thence North 01°04'59" East, 9.66 feet; thence South 88°55'01" East, 59.64 feet to the East line of Lot 42; thence along said East line North

01°04'59" East, 15.23 feet to the North line of Lot 42; thence along said North line North 88°55'01" West, 74.99 feet to the Point Of Beginning, containing 1,290 square feet.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire 2 years thereafter, or as otherwise agreed upon between the parties.

Grantor reserves 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.

Grantor covenants that he/she is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

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

TO THESE COVENANTS, Grantor hereby consents and agrees.

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

GRANTOR:

Levi Miller

Printed Name: LEVI MILLER

Property Address:
213 W EDGEWOOD DR

Mailing Address (if different from property address):

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 4 day of January,
2025, by LEVI MILLER.

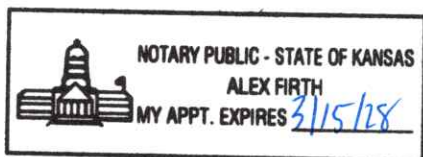
Alex Firth

(Signature of notarial officer)

(Seal, if any)

Assistant City Clerk

Title (and Rank)



[My appointment expires: 3/15/28]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20____, by Beth Linn, City Administrator and Alexandria Clower, City Clerk, for the City
of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

City Council Action Item

Council Meeting Date: January 9, 2025

Department: Administration

Agenda Item: Consider Ordinance No. 2176 amending Chapter XIV, Section 14-205 of the Municipal Code of the City of Edgerton to clarify no parking zones in residential Edgerton, no parking zones in LPKC, and limited time parking zones and repealing and removing conflicting ordinances therewith.

Background/Description of Item:

Over the years, the City Council has approved various no parking zones and limited time parking zones throughout residential Edgerton and Logistics Park Kansas City. In Municipal Court, it was discovered that our parking restrictions have caused confusion amongst deputies and drivers over which section of the Standard Traffic Ordinance or specific City Ordinance should be cited. To clarify this, staff is bringing forward an ordinance tonight to amend Chapter XIV, Section 14-205.

Ordinance No. 2176 makes the following changes:

- Renumbers the reserved Handicap parking from 14-205(b) to 14-205(a) and combines current sections (a), (c), and portions of (d) to limit parking within the residential portion of Edgerton under the new section number 14-205(b) to cite Sec. 85 of the Standard Traffic Ordinance;
- Renumbers section 14-205(d) to 14-205(c) and removes all noncommercial district parking restrictions from this section to cite Sec 96 of the Standard Traffic Ordinance; and
- Renumbers section 14-205(e) to 14-205(d) and cites Sec. 97 of the Standard Traffic Ordinance.

Staff is not recommending any additional parking restrictions or changing current parking restrictions in these areas.

Related Ordinance(s) or Statue(s): Ord. 2164, STO Sections 85, 96, and 97

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2176 amending Chapter XIV, Section 14-205 of the Municipal Code of the City of Edgerton, Kansas and repealing and removing conflicting ordinances therewith.

Enclosed: Draft Ordinance No. 2176

Prepared by: Kara Banks, Assistant to the City Administrator and Alexandria Clower, City Clerk

ORDINANCE NO. 2176

AN ORDINANCE AMENDING SECTION 14-205 OF ARTICLE 2 OF CHAPTER XIV OF THE CITY CODE TO INCLUDE PARKING RESTRICTIONS

NOW THEREFORE, BE IT ORDAINED by the Governing Body of the City of Edgerton:

Section 1. The Governing Body hereby adopts the following parts of Section 14-205 PARKING RESTRICTIONS of Article 2 of Chapter XIV of the Code of the City of Edgerton:

(a) Parking space marked on the pavement, and by a vertically mounted sign bearing the international symbol of access, as reserved for handicapped or those transporting handicapped individuals at:

Edgerton United Methodist Church
300 East Fourth Street
West Side of East Fourth Street

Edgerton Community Building
404 East Nelson
East Side of East Fourth Street

Bank of Knowledge Library
319 East Nelson
West Side of East Fourth Street

U.S. Post Office Edgerton
328 East Nelson
North Side of East Nelson Street

shall be restricted to use by vehicles bearing a special license plate, permanent placard, or temporary placard, issued pursuant to K.S.A. 8-161 or K.S.A. 81,125, and amendments thereto.

(b) Parking is prohibited on East Nelson Street/Sunflower Road from East 6th Street to the entrance to Martin Creek Park at 20200 Sunflower Road; along 8th Street between Nelson Street and Highway 56; within the Burkdoll Addition, a subdivision in the City of Edgerton, on the entire west side of West Fifth Street; on East 6th Street from Nelson Street to the southern edge of the Edgerton boat ramp at Edgerton Lake Park. (Former title 14-208a. Parking Restrictions)

(c) No person shall park a vehicle at any time along 181st Street between Waverly Road and the end of the roadways; on Montrose between 191st Street and 193rd Street; on 187th Street between Kill Creek Road and Waverly Road; on W 196th Street between Waverly Road west to the end of the road; and along 200th Street East of Homestead Lane until the end of the roadway in the City of Edgerton, Kansas. This prohibition shall not apply to the temporary parking of emergency vehicles, such as ambulances or fire trucks, street,

sewer, gas, electric or other utility or repair maintenance vehicles, municipal vehicles or vehicles being used for City events or function.

(d) On-street parking on East Nelson Street from East 3rd Street to East 4th Street shall be restricted in parking stalls specifically signed in accordance with the Manual on Uniform Traffic Control Devices for "limited-time parking" for ONE HOUR PARKING only.

Section 2. The passage of this Ordinance shall empower the City to place signs at the locations described above prohibiting such activity and violation of the same shall result in a fine. The fine for violation of this ordinance shall be identical to the fine levied for violation of the Standard Traffic Ordinance for Kansas Cities in the most current addition adopted by the City of Edgerton, or as may be amended by the City, as follows:

Violation of 14-205 (a) and (b): Section 85 of the STO;
Violation of 14-205 (c): Section 96 of the STO; and
Violation of 14-205 (d): Section 97 of the STO.

Section 3. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon its adoption by the City Council, approval by the Mayor and publication in the City's official newspaper.

PASSED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR ON THIS 9TH DAY OF JANUARY, 2025.

(SEAL)

Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED TO FORM:

Todd Luckman for
Stumbo Hanson, LLP City Attorneys

City Council Action Item

Council Meeting Date: January 9, 2025

Department: Facilities

Agenda Item: Consider a Contract with Jani-King of Kansas City to Provide Commercial Cleaning Services for 2025

Background/Description of Item:

In preparation for annual operating contracts, the City of Edgerton released a Request for Proposals (RFP) for Building Cleaning Services in December. The City's current contract with Helping Hands Cleaning Ministry expired December 31, 2024; however, at the December 12, 2024, meeting, Council approved a month-to-month continuation of services until a new contract could be signed.

Staff sent the RFP which included regular cleaning services for City Hall, 414 Offices, 312B Offices, and The Greenspace to sixteen (16) service providers. The City received seven (7) proposals. Two providers declined to bid including our current provider. Each responding provider also toured all facilities included in the scope of services.

A spreadsheet summarizing the proposals is included below. Staff reviewed the proposals for completeness of their solution, expertise and relevant experience, ability to meet the City's needs, and overall cost. Proposals ranged from \$21,480 to \$36,900 annually.

Company	Bid Amount (Annually)						Event Cleaning	Construction Cleaning
	City Hall	312B	414	GS-1x	GS-3x	Est. Annual		
Jani-King	\$ 6,225.24	\$ 1,285.62	\$ 1,285.62	\$ 11,496.00	\$ 1,187.52	\$ 21,480.00	\$29.16/hr	\$ 1,477.00
MC Janitorial	\$ 4,200.00	\$ 2,100.00	\$ 2,100.00	\$ 4,200.00	\$ 10,800.00	\$ 23,400.00	\$25/hr	\$ 3,900.00
City Wide Facility Solutions	\$ 7,200.00	\$ 3,600.00	\$ 3,600.00	\$ 19,020.00		\$ 24,180.00	\$30/hr	-
Kaizon Solutions	\$ 3,540.00	\$ 2,400.00	\$ 2,940.00	\$ 6,588.00	\$ 13,932.00	\$ 29,400.00	-	-
Absolutely Clean KC	\$ 6,000.00	\$ 4,620.00	\$ 6,000.00	\$ 6,900.00	\$ 8,640.00	\$ 32,160.00	\$32/hr	-
Cleaning Up	\$ 6,756.00	\$ 3,120.00	\$ 3,120.00	\$ 21,060.00		\$ 34,056.00	\$40.50/hr	-
Hi-Gene's Janitorial	\$ 4,740.00	\$ 2,340.00	\$ 2,340.00	\$ 17,940.00	\$ 9,540.00	\$ 36,900.00	\$47.25/hr	-

Staff recommends approving a one-year contract with Jani-King as the preferred Building Cleaning Service Provider due to their comprehensive service and lowest overall cost proposal. The opportunity for annual renewal will be based on satisfaction and quality of service. Based on the scope of services outlined in the RFP, Jani-King proposed a monthly cost of \$1,790 or \$21,480 annually. The 2025 Facilities Budget is adequate to cover the cost of this contract.

The partner agreement is pending City Attorney review.

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

Funding Source: General Fund – Facilities

Budget Allocated: \$45,600

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve a Contract with Jani-King of Kansas City for Building Cleaning Services for 2025 not to exceed \$21,480

Enclosed: Jani-King Partner Agreement

Prepared by: Levi Meyer, Parks and Recreation Director



JANI-KING COMMERCIAL CLEANING SERVICES

CUSTOM CLEANING PROPOSAL FOR

City of Edgerton

404 E Nelson, Edgerton, Kansas 66021



Your Jani-King Franchisee:

- Jani-King focuses on business owners not laborers. Giving people the opportunity to own and operate their own business.
- Invested in their own business, resulting in unmatched dedication and performance for your facility.
- Participated in an extensive training program, including training in cleaning, floor maintenance, safety, and more.
- Provides commercial cleaning services.
- Will be the eyes and ears of your facility. They will notify you if they discover any issues.
- Performs routine inspections of your facility to ensure the highest quality of service.

Why Jani-King is the right choice!

CUSTOMER RETENTION

Tired of having to change your cleaning company yet again?

With our proven record of retention and customer satisfaction, the search stops with Jani-King!

9 year
average
Retention
Rate

On average, Jani-King Franchisees retain their customer accounts for 9 years

Local Regional Office Role

- Supports Local Franchisees.
- Liaison between Franchisee and Client when necessary.
- Industry Experts.
- Provide continuing Education and Training Opportunities.
- Business Development Opportunities.
- Industry Partnerships/Vendor Relations.
- Protects the Jani-King Name and Brand in the community.



The Jani-King Credo



To provide every Jani-King Franchisee the opportunity to be successful in a business of their own



To provide to our customers a level of service unequalled in the cleaning industry



To create a cooperative atmosphere in all areas that reflects the personality of a successful, vibrant enthusiastic company.



To develop an organization that will encourage all people to prosper and grow to their full potential.





Company Profile

With an unwavering commitment to customer satisfaction, quality franchisee support, and worldwide expansion, Jani-King has become the largest franchisor in the industry. Our long-term strategic focus revolves around prioritizing customer service, setting and surpassing high goals and maintaining consistency.

ADVANTAGES OF CHOOSING JANI-KING:



+55 years
of global experience



National/International expertise
blended with **local** dedication

The success of Jani-King is not only measured by individual achievements but also by years of progress from a dedicated team of professionals. Our time-proven program, guided by an unyielding commitment to customer service, guarantees a future marked by customer satisfaction.

Jani-King of Kansas City

Founded 1994
92 active business owners operating as certified Jani-King franchisees in the region.

References

Local Customers

Johnson County Election Office, Since: 2004
John King, 913-782-3441

Lenexa Community Center, Since: 2009
DeeDee Jones, 913-477-7140

City of Liberty Performing Arts Center,
Since 2023
Paul Miller, 816-439-4373

City of Lake Winnebago, Since 2010
Barbara Aaron, 816-537-6778

PepsiCo Edgerton, Since 2022
Charlie Elgin, 785-816-1307

Omni Systems, Since 2006
Robert Ottens, 913-856-2546



National Customers

PGA of America
OVG360
Republic Services
PepsiCo/Frito Lay
Harris Teeter



Medical

Select Medical
ATI Physical Therapy
North Memorial Health Hospital



HOSPITALITY CUSTOMERS

Marriott
Hilton
Winstar Hotel and Casino
Riverwind Hotel and Casino
Wyndham Vacation Ownership
Vacation Villages



STADIUM/ARENA CUSTOMERS

AT&T Stadium
FedExField
Globe Life Field
Bridgestone Arena
Paycom Center
Allianz Field
Bank of America Stadium
Spectrum Center
Lambeau Field
TIAA Bank Field



UNIVERSITY CUSTOMERS

Louisiana State University
University of Florida
University of Oklahoma
University of North Carolina
University of Washington
Kansas University
Kansas State University





The Jani-King Concept



Individuals who have invested
in a business of their own.



Franchise owners backed by a
world class organization.



Well equipped and trained owner/
operator franchisees.



Local regional offices to support
Jani-King customers and franchisees.

At Jani-King, our unique concept
centers on our franchise owners
driven to provide professional
cleaning services for your facility.

Supported by the
Jani-King regional
office, our franchise
owners uphold...

- ✓ rigorous cleaning standards
- ✓ equipped with proper training
- ✓ tools
- ✓ insurance
- ✓ customer service support

Management Structure & Support

Jani-King ensures unparalleled support for our clients through a robust support system focused on efficiency and quality.

Our system is designed to meet the unique demands of each client, ensuring **personalized, efficient, & high-quality service.**



IMMEDIATE ASSISTANCE

Our support system is just a call away, ready to address client needs promptly.



EFFECTIVE MANAGEMENT

We understand the critical role of effective management and quality supervision in labor-intensive tasks.



CUSTOMER SATISFACTION

Quick and efficient responses are our priority, and key to ensuring customer satisfaction.



GLOBAL RESOURCE AND SUPPORT

Access to the resources and buying power of 6,600 franchisees and 120 regional support centers worldwide.



DIRECT CONNECTION

Clients are directly connected to a motivated franchise owner committed to maintaining high cleaning standards.



PERSONAL COMMITMENT

The integrity and personal commitment of our franchisees are crucial in controlling productivity and ensuring quality, whether managing a single employee or a large team.

The Jani-King App

The Jani-King App is a resource that allows Jani-King Franchise Owners to improve:



CUSTOMER EXPERIENCE



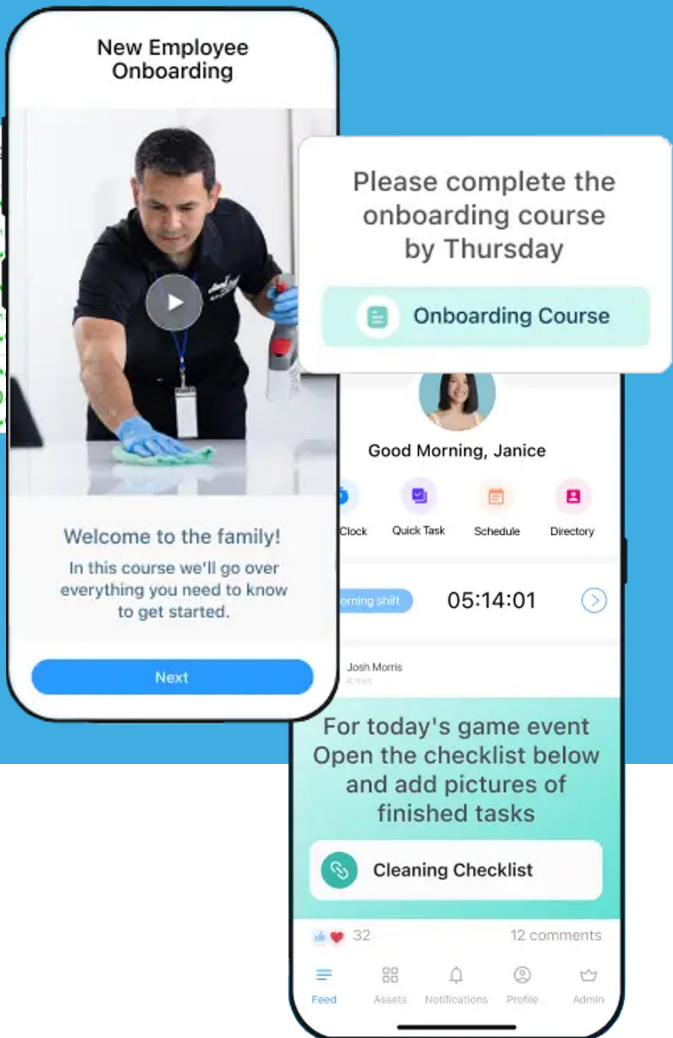
QUALITY CONTROL



TRAINING



COMMUNICATION



The Jani-King App helps
**provide and maintain a
level of service unequalled**
in the cleaning industry.



Our Commitment to Sustainability

Jani-King prioritizes the health and safety of building occupants while minimizing environmental impact through our Sustainable Cleaning Program.

Sustainability Initiatives

Highest Standards

Jani-King is dedicated to maintaining the highest standards of health and cleanliness in the commercial cleaning industry.

Sustainable Cleaning Program

A commitment to using environmentally friendly cleaning products and methods, reducing adverse impacts on public health and the environment.

Certified Chemicals & Equipment:

Incorporating sustainably certified chemicals and equipment.

Training

Utilizing proper training and procedures for custodial staff.

Integrated Sustainability

Our integrated approach includes prevention, product selection, equipment efficiency, and effective procedures, demonstrating a commitment to environmentally responsible and economically feasible practices.



Our commitment includes:



HEALTH & SAFETY EMPHASIS

Prioritizing the well-being of building occupants.



WASTE REDUCTION

Minimizing waste and environmental impact.



CONTAMINANT EXPOSURE REDUCTION

Implementing measures to reduce exposure to harmful contaminants.



RESIDUE MINIMIZATION

Decreasing particle, chemical, and moisture residue from cleaning.



STRATEGIC CLEANING FOCUS

Concentrating cleaning efforts on points of infiltration, generation, and transfer.

Personnel & Staffing

Jani-King's personnel management ensures customer satisfaction with innovative, flexible, and responsive staffing practices for top cleanliness standards.



STREAMLINED SUPERVISION

Our model eliminates excess supervisory layers, providing cost-effective, high-quality service.



FRANCHISE OWNER LEADERSHIP

Professionally trained franchise owners focus on tailored cleaning schedules and service quality.



REAL-TIME COMMUNICATION

Our custom CRM enables immediate feedback and efficient issue resolution, supporting proactive facility management.





Training

Comprehensive Training for Excellence

Jani-King emphasizes the utmost quality and satisfaction through our in-depth training program for franchise owners.



COMPREHENSIVE TRAINING

Franchise owners undergo rigorous training to ensure service excellence.



ADVANCED TECHNIQUES

Training covers the latest cleaning methods, equipment use, chemical handling, and business skills.



CERTIFICATION

Owners become “Authorized Jani-King Franchise Owners” after completing the program and passing a written exam.



ONGOING EDUCATION

Quarterly refresher courses and advanced seminars are available.



SPECIALIZED SUPPORT

Continuous support includes specialized cleaning techniques and the latest floor maintenance technology.



Quality Assurance through Proactive Communication

At Jani-King, quality assurance means ensuring your facility reflects excellence. With proactive communication and a commitment to exceed expectations, we deliver unmatched cleanliness solutions.

PROACTIVE MONITORING

Our system tracks cleaning activities to maintain your standards.

CUSTOMIZED CLEANING PROGRAMS

We tailor flexible cleaning options to fit your schedule.

QUALITY ASSURANCE OBJECTIVE

Our goal is to exceed your cleaning expectations.

COMPREHENSIVE SOLUTIONS

Jani-King delivers reliable solutions to meet all your cleaning needs.





Uniforms & Equipment Supplies

Professional Image Through Distinctive Uniforms

At Jani-King, we understand the power of a professional image, and it starts with our carefully curated uniforms.

STRATEGIC PARTNERSHIP

We've teamed up with Bob Lilly Promotions for top-quality service wear.

SECTOR COVERAGE

Our uniforms serve hospitality, industrial, healthcare, and commercial clients.

BRAND REPRESENTATION

Franchisees and employees wear Jani-King branded apparel for a professional look.

CUSTOMIZATION

We tailor uniforms to match your specific image and requirements.

Clean Excellence with Top-Tier Equipment & Supplies

For the highest cleanliness standards, Jani-King partners with leading global companies for top-quality equipment and supplies.

FLEXIBLE CONTRACTING

Clients enjoy the flexibility to bid on contracts that may include or exclude supplies, chemicals, and equipment.

ECO-FRIENDLY

All items adhere to Jani-King's environmental principles and client specs.

SAFETY COMPLIANCE

Safety Data Sheets are accessible, and containers are OSHA-compliant.

CLIENT TESTING

Products are tested by clients and used as specified.

VALUE PROCUREMENT

Jani-King prioritizes best value for supplies without compromising quality.

GLOBAL EQUIPMENT ACCESS

Franchisees access equipment worldwide through manufacturer agreements.

Safety & Security

Jani-King's commitment to safety and security is reflected in our comprehensive program, designed to heighten on-the-job awareness and responsibility.

CRAFTED SAFETY MANUAL

Developed from Jani-King's experience and safety consultants' insights.

Aligned with OSHA guidelines.

KEY COMPONENT IN SAFETY PROGRAM

Central to our safety initiatives.

Provided to every franchisee after initial safety training for daily use.

OSHA COMPLIANCE GOAL

Ensures franchisees work securely.

Commitment to OSHA compliance for the safety of franchisees and customers.



Jani-King of Kansas

City

14821 W. 95th Street
Lenexa, KS 66215
(913) 385-1440
Fax: (913) 385-1723
www.janiking.com

United States

Albuquerque •
Atlanta
Austin • Baltimore
Baton Rouge
Birmingham • Boston
Buffalo • Charleston
Charlotte • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Indianapolis
Jacksonville
Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Madison • Memphis
Miami • Milwaukee
Minneapolis
New Jersey • Nashville
New Orleans
New York • Oakland
Oklahoma City
Orlando
Philadelphia
Phoenix • Pittsburgh
Portland • Providence
Raleigh/Durham
Richmond
Sacramento
Salt Lake City
San Antonio
San Diego
Seattle
St. Louis • Tampa Bay
Tucson • Tulsa
Washington, D.C.

Argentina

Australia

Perth
Sydney

Brazil

Sao Paulo

Canada

Nova Scotia
Ontario • Toronto

France

Great Britain

Birmingham
London

Hong Kong

Korea

Mexico

Monterrey

Singapore

Spain

Turkey



December 23, 2024

Levi Meyer
City of Edgerton
404 E Nelson
Edgerton, KS 66021

Dear Levi:

Just a brief note to thank you for the opportunity recently given to us to survey and submit our proposal to provide cleaning maintenance service for your company. We appreciate your time and consideration.

Founded in 1969, Jani-King stands alone in the cleaning industry as a pioneer: our Owner-Operator concept promotes the quality attention your facilities deserve. Our Franchisees realize that their future depends on you being a satisfied customer. We accomplish this not only with superior service but with a system of communication that is unsurpassed in its comprehensive approach.

I would like to thank you personally for your cooperation and vote of confidence. We are looking forward to a long and satisfying association with you and your company.

If I can be of any further assistance, please feel free to call me at (913) 385-1440.

Sincerely,

Victor Berrios

Victor Berrios
President
Jani-King of Kansas City

Jani-King of Kansas City
14821 W. 95th Street
Lenexa, KS 66215
(913) 385-1440
Fax: (913) 385-1723
www.janiking.com

United States

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Cincinnati • Cleveland
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Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Indianapolis
Jacksonville
Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Madison • Memphis
Miami • Milwaukee
Minneapolis
New Jersey • Nashville
New Orleans
New York • Oakland
Oklahoma City
Orlando
Philadelphia
Phoenix • Pittsburgh
Portland • Providence
Raleigh/Durham
Richmond
Sacramento
Salt Lake City
San Antonio
San Diego
Seattle
St. Louis • Tampa Bay
Tucson • Tulsa
Washington, D.C.

Argentina

Australia

Perth
Sydney

Brazil

Sao Paulo

Canada

Nova Scotia
Ontario • Toronto

France

Great Britain

Birmingham
London

Hong Kong

Korea

Mexico

Monterrey

Singapore

Spain

Turkey



December 23, 2024

Levi Meyer
City of Edgerton
404 E Nelson
Edgerton, KS 66021

Re: Jani-King of Kansas City

Dear Levi:

Thank you for the time and interest you have afforded me concerning the subject of housekeeping for your facility. Jani-King of Kansas City appreciates this opportunity.

Enclosed is our completed proposal for a professionally operated cleaning program, I am including the cleaning schedule.

The total monthly charge represents your only cost, and is inclusive of:

- * All labor
- * All supervision
- * All material for cleaning
- * All equipment for cleaning
- * All payroll, payroll taxes, insurance, etc.

Each individual who will provide services to your facility is fully covered by an insurance program that protects you and your business in several ways. This comprehensive program provides complete coverage, including General Liability, Workers' Compensation, Destruction, Dishonesty, and Disappearance Crime Insurance and Lost Key Insurance.

Please contact me at (913) 385-1440 in the event you have questions regarding this proposal or for additional information you deem necessary in assessing our proposal.

Trusting we may be of service,

Luis Pastrana

Luis Pastrana
Regional Sales Manager
Jani-King of Kansas City

JANI-KING FRANCHISING CONCEPT

JANI-KING is a commercial cleaning service, in the business since 1969, that has dramatically changed the commercial cleaning and maintenance industry.

JANI-KING recognized years ago that serious problems existed with conventional cleaning services. These problems stemmed from a lack of proper supervision and communication, and little concern about a job well done. At JANI-KING, we realize that quality work is directly related to the individual workers' training, motivation and supervision. Locating quality individuals who possess the ability to consistently supervise and motivate cleaning personnel can solve these problems.

At JANI-KING, we looked for an individual who will care as much about your building as you do. Because we could not provide individuals with ownership in your company or your building, acts which would surely promote the quality and concern we were looking for, we offered that individual ownership in a business - a JANI-KING FRANCHISE.

The JANI-KING FRANCHISING CONCEPT has enabled us to provide clients throughout the world, both large and small, with a business person who has the intelligence, attitude, desire and determination to maintain the high cleaning standards that you demand for your building.

Each JANI-KING AUTHORIZED FRANCHISEE has successfully completed an extensive training program and as a member of our team has the procedures, personnel, equipment, insurance, bonding and support necessary to become an integral part of your maintenance program. Our franchisees' concern - the dedication to your building - cannot be equaled.

It is a pleasure to share the JANI-KING program with you, a program that has been the answer to cleaning problems encountered by building managers throughout the world.

Please do not hesitate to call us for any additional information you might need.

GENERAL PROCEDURES

I. SUPERVISION

- A. JANI-KING will stay in close contact with the management concerning all work performed.
- B. All JANI-KING authorized franchisees & their personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- C. All services will be checked regularly by authorized franchise owner as to performance and ability to maintain JANI-KING standards.

II. WAGE SCALE

- A. All JANI-KING franchisees' personnel will be paid no less than the minimum wage required by Federal Law.
- B. Work hours, work week, job methods, procedures, pay periods, and pay scale will be thoroughly explained to all authorized franchise owners and their personnel.

III. SECURITY PROCEDURES AND INSURANCE

- A. A card file is set up by authorized franchisee and maintained on all of the authorized franchisees' personnel.
- B. Authorized JANI-KING franchisees' representatives will work closely with management in regard to the use of acceptable personnel.
- C. Before leaving the building, JANI-KING authorized franchisees and or personnel will check to ensure that the building is properly secured.
- D. JANI-KING authorized franchisees will provide all necessary insurance and bonds on all of their personnel.

JANI-KING®
COMMERCIAL CLEANING SERVICE AGREEMENT

This Commercial Cleaning Service Agreement ("Agreement") is made as of the Effective Date below by and among Arrowhead Franchising LLC, D/B/A Jani-King of Kansas City, ("Jani-King"), the undersigned Jani-King Franchisee ("Authorized Franchisee"), and City of Edgerton, 404 E Nelson, Edgerton, KS 66021 ("Client"),

WHEREAS:

- Jani-King is in the business of selling commercial janitorial services franchises;
- Authorized Franchisee is in the business of offering commercial janitorial cleaning services and is a franchisee of Jani-King; and
- Client desires to obtain the services of the Authorized Franchisee to provide cleaning services as outlined in the Cleaning Schedule.

THEREFORE, in consideration of the mutual covenants and obligations set out in the Agreement, the parties hereby agree as follows:

I. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin the _____ day of _____, 20_____.
- 1.2. The term of this Agreement shall be for two (2) years from the date services are scheduled to begin.
- 1.3. The services shall be performed at the following location:

BUILDING NAME: City of Edgerton

ADDRESS: 404 E Nelson

Edgerton, KS 66021

1.4. The premises making up the working area under this Agreement will be known further in the Agreement as the "Named Areas", which are further defined in the Cleaning Schedule, attached hereto and by specific reference made a part of this Agreement.

1.5. Authorized Franchisee on the day and time as determined by the Client agrees to service the Named Areas as needed Three (3) times per week between the hours of _____ to _____.

1.6. Services are warranted by Authorized Franchisee to be performed in a workmanlike manner and to be in compliance with all applicable laws.

1.7. Authorized Jani-King franchisee agrees to furnish all equipment, tools and cleaning supplies necessary for the performance of its duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement. Client warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any and all liability resulting from any Jani-King personnel or authorized franchise owner or its personnel's exposure to such hazardous or harmful materials.

JANI-KING: _____

PAGE 1 OF 5
MAINTENANCE AGREEMENT

CLIENT: _____

I. PERFORMANCE OF SERVICES (continued)

1.8. At Client's option, the Authorized Franchisee will be available to meet on or about the 5th day of each calendar month for a monthly contact evaluation and performance review.

2. PAYMENT OF SERVICES

2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, contained herein, on or before the last day of each month in which services are rendered. Additionally, Client also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. Client agrees that all payments due and owing Jani-King, for any reason; shall be properly credited only when delivered to the following address:

**JANI-KING of Kansas City
14821 West 95th Street
Lenexa, Kansas 66215**

2.2 In the event any changes in Federal, State, or Local laws take effect in the jurisdiction within which this Agreement is to be performed, and those changes in law result in an increase in labor costs (such as an increase in the applicable Minimum Wage or mandate that employers provide health insurance or other benefits), it is the expressly agreed that the prices listed in this Agreement may be increase by an amount necessary to cover the resulting increase in labor costs.

2.3. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays. Credits will only be issued if approved by the regional office and within one month of the effective date.

2.4. From time to time, as the parties may agree, the amount to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties. In the event mutual agreement relating to the frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

2.5. It is expressly agreed that the total minimum sum stated in the Pricing Schedule will be increased by Jani-King at 5% or the Consumer Price Index rolling 12-month average, whichever is greater, on the Anniversary Date. It is also agreed that this agreement may be reviewed for a reasonable increase based on local and economic impact that could create financial hardship on the authorized Jani-King franchisee to provide labor, supplies, equipment and/or chemicals to perform cleaning services in an efficient and effective manner.

2.6. Any payment not received on or before the 10th day of the following month will be assessed a 10% late fee of no less than \$25.00 on outstanding balances and Jani-King may suspend services to Client until such payment is received. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be constructed as a waiver of any Jani-King rights.

2.7. If floor care is built into the monthly contract billing amount and is to be done on a monthly, quarterly, bi-annual or annual basis, that same amount of time must pass before the work will be completed.

2.8. Jani-King may terminate this Agreement based on non-payment or other breach by Client that is not cured within thirty (30) days written notice thereof. If Client breach, client will still be responsible for the remaining amount of the Maintenance Agreement.

JANI-KING: _____

PAGE 2 OF 5
MAINTENANCE AGREEMENT

CLIENT: _____

3. INDEPENDENT BUSINESS RELATIONSHIP

3.1. The authorized Jani-King franchise owner designated for this Agreement will select, hire and designate all personnel to perform the services.

3.2. Authorized Jani-King franchise owners and their personnel are not employees of client or Jani-King, but are independent contractors; and in this regard, such Jani-King authorized franchise owners and their employees will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or Other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.

3.3. Client agrees that during the term of this Agreement, and within three hundred sixty-five (365) days after termination, that Client will not employ any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within three hundred sixty-five (365) days after termination, it will not employ any employees, agents or representatives of Client without the express written consent of Client. Client further understands and acknowledges that Jani-King is a franchisor of a commercial cleaning service and that Jani-King's franchisees, Jani-King's franchisee's employees and Jani-King employees are subject to a noncompetition provision in favor of Jani-King. Client will not induce or encourage Jani-King Franchisees to breach the noncompetition agreement.

3.4 Client agrees not to actively solicit, seek to hire, or otherwise engage in any manner whatsoever, directly or indirectly, any of Jani-King employees, franchise owners and franchise owner's employees during the term of this Agreement, any renewal thereof, and for a period of one (1) year following the termination of the parties' relationship. In the event of the violation of this provision, the parties hereto understand and agree that actual damages will be difficult to determine. And therefore agree that Client shall pay to Jani-King the sum of six (6) month's direct salary, including any hiring or other bonus, of each associate solicited and/or hired as liquidated damages and not as a penalty.

4. RENEWAL AND TERMINATION

4.1. This Agreement shall be automatically extended and renewed on each anniversary date on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least sixty (60) days prior to such anniversary date. If timely notice is given for termination, this Agreement shall expire at midnight of the anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out below.

4.2. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this Agreement or as outlined in the Cleaning Schedule attached Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, Jani-King, at its election, shall have thirty (30) days in which to cure the defect in performance in regards to the Cleaning Schedule. In the event the defect is not satisfactorily cured within thirty (30) days from the effective date of such notice, the terminating party shall provide written notification, as described herein to the non-terminating party of the failure to satisfactorily cure the defect. In the event the second notice is not received within five (5) days from the end of the thirtieth (30th) day from the effective date of first notice, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second notice. In the event the second notice is not received within the specified time, all alleged nonperformance by Jani-King will be deemed cured.

4. RENEWAL AND TERMINATION (continued)

4.3. In the event Client terminates this Agreement for any reason other than non-performance, as described above, Client agrees that Jani-King would be damaged and that it would be almost impossible to ascertain Jani-King's actual damages as a result of such termination. Upon such termination, Client agrees to pay, as liquidated damages, an amount equal to the total minimum sum stated in the Pricing Schedule multiplied by the number of months remaining under this Agreement. Any sums payable under this provision are in the nature of liquidated damages and not a penalty. If client fails to pay these liquidated damages, a Mechanic's Lien may be filed against said property. Client expressly agrees and grants Jani-King the right to file a Mechanic's Lien as provided for in K.S.A. 60-1101 *et seq.* for these liquidated damages. Client waives all defenses whether at common law or statutory to the filing of the Mechanic's Lien by Jani-King.

4.4. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipt delivery to the address as stated in Section 2.1. herein for Jani-King or to the address stated on the signature page of this Agreement for Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change.

Time is of the essence for all notices required under the terms of this Agreement-

5. GENERAL PROVISIONS

5.1. In the event it becomes necessary for Authorized Franchisee to institute suit against the Client to secure or protect its or their rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its or their favor, as well as attorney's fees and expenses on an appeal or petition for review.

5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Authorized Franchisee and Client and their respective heirs, representatives, successors and assigns, provided however that this Agreement will not be assignable or transferable by Client in whole or in part without the prior, written consent of Authorized Franchisee. Notwithstanding the foregoing, this Agreement may be freely transferred by Client in connection with a merger of Client or the sale of all or substantially all of Client's assets. This Agreement is assignable by Authorized Franchisee, or in the event that Authorized Franchisee's franchise agreement with Jani-King terminates only to 1) another authorized Jani-King franchisee who operates in the territory in which Authorized Franchisee operates and who is in good standing and has proof of all required local business licenses and state registrations, or 2) Jani-King if Jani-King agrees.

5.3 Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.

5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties.

5.6. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.

JANI-KING _____

PAGE 4 OF 5
MAINTENANCE AGREEMENT

CLIENT _____

5. GENERAL PROVISIONS (continued)

5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.

5.8. Suspension of Services: Client agrees that under extreme circumstances, and only if agreed upon by Jani-King, that Client may suspend services temporarily. Any suspension will result in an extension of the anniversary date based upon days suspended. Should Client cancel prior to obligation extension as noted, Client will be held fully liable to pay out the remaining days of the contract to the revised anniversary date. Also note, temporary suspension will not exceed four months.

JANI-KING _____

PAGE 5 OF 5
MAINTENANCE AGREEMENT

CLIENT_____

CLEANING SCHEDULE

NAMED AREAS:

- A. Entry, Lobby, Halls, Offices, Meeting Rooms, Board Room, Council Space
- B. Restrooms (8)
- C. Break Rooms, Kitchens
- D. Stairs
- E. Gym

I. Cleaning Schedule

A. Entry, Lobby, Halls, Offices, Meeting Rooms, Board Room, Council Space

1. All trash receptacles are to be emptied and trash removed to a collection point. (Liners to be furnished by client.)
2. Vacuum all carpeting. Jani-King is not responsible for the removal of staples.
3. Clean and polish drinking fountain(s)/ water coolers.
4. Damp wipe all horizontal surfaces to remove coffee rings and spillage as needed.
5. Dust mop hard surface floors with a non-treated dust mop, remove gum, etc. as needed.
6. Damp mop hard surface floors.
7. Damp wipe entrance metal and fingerprints on entrance glass.
8. Spot clean partition glass.

NOTES:

- **GREENSPACE COMMON AREAS (COMMUNITY ROOM, RESTROOMS (3), ENTRY/LOBBY, AND HALLS) ARE TO BE CLEANED THREE (3) TIMES PER WEEK, ALL OTHER AREAS ONE (1) TIME PER WEEK.**
- **CITY HALL BUILDING IS TO BE CLEANED ONE (1) TIME PER WEEK.**
- **ALL OTHER BUILDINGS ARE TO BE CLEANED TWO (2) TIMES PER MONTH.**

JANI-KING: _____

PAGE 1 OF 4
CLEANING SCHEDULE

CLIENT: _____

**CLEANING SCHEDULE
(Continued)**

I. Cleaning Schedule

B. Restrooms

1. Stock towels, tissue and hand soap. (To be furnished by client.)
2. Empty sanitary napkin receptacles and wipe with a disinfectant.
3. Empty trash receptacles and damp wipe with disinfectant.
4. Dust partitions, vents, tops of mirrors and frames.
5. Wipe towel cabinet covers and cabinets.
6. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.
7. Toilet seats to be cleaned on both sides using a disinfectant.
8. Scour and sanitize all basins. Polish bright work.
9. Clean and polish mirrors.
10. Remove splash marks from walls around basins.
11. Wet mop and rinse restroom floors with a disinfectant.

NOTES:

- **GREENSPACE COMMON AREAS (COMMUNITY ROOM, RESTROOMS (3), ENTRY/LOBBY, AND HALLS) ARE TO BE CLEANED THREE (3) TIMES PER WEEK, ALL OTHER AREAS ONE (1) TIME PER WEEK.**
- **CITY HALL BUILDING IS TO BE CLEANED ONE (1) TIME PER WEEK.**
- **ALL OTHER BUILDINGS ARE TO BE CLEANED TWO (2) TIMES PER MONTH.**

JANI-KING: _____

PAGE 2 OF 4
CLEANING SCHEDULE

CLIENT: _____

**CLEANING SCHEDULE
(Continued)**

I. Cleaning Schedule

C. Break Rooms, Kitchens

1. All trash receptacles are to be emptied and trash removed to a collection area. (Liners supplied by client.)
2. Dust mop hard surface floors with a non-treated dust mop.
3. Damp mop hard surface floors to remove spillage or soiled areas.
4. Clean and damp wipe tables and chairs.
5. Clean microwave (s) (interior and exterior).
6. Spot clean walls near trash receptacles with a disinfectant.
7. Clean fronts, tops, and sides of trash receptacles with a disinfectant as needed.
8. Damp wipe counter tops to remove coffee rings and spillage.
9. Scour and sanitize sink. Polish bright work.
10. Use a high co-efficient disinfectant for proper sanitation as required, i.e. sinks.

D. Stairs

1. Vacuum all carpeting.
2. Dust mop hard surface floors with a non-treated dust mop, remove gum, etc. as needed.
3. Damp mop hard surface floors.
4. Dust handrails.

NOTES:

- **GREENSPACE COMMON AREAS (COMMUNITY ROOM, RESTROOMS (3), ENTRY/LOBBY, AND HALLS) ARE TO BE CLEANED THREE (3) TIMES PER WEEK, ALL OTHER AREAS ONE (1) TIME PER WEEK.**
- **CITY HALL BUILDING IS TO BE CLEANED ONE (1) TIME PER WEEK.**
- **ALL OTHER BUILDINGS ARE TO BE CLEANED TWO (2) TIMES PER MONTH.**

JANI-KING: _____

PAGE 3 OF 4
CLEANING SCHEDULE

CLIENT: _____

**CLEANING SCHEDULE
(Continued)**

I. Cleaning Schedule

E. Gym

1. All trash receptacles are to be emptied and trash removed to a collection area. (Liners supplied by client.)
2. Sweep hard surface floors.
3. Run floor scrubber.

II. Weekly Cleaning

A. All Named Areas

1. Dust all vertical and horizontal surfaces including baseboards, desks, file cabinets, chairs, tables and other office furniture, up to 6'.
2. Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.
3. Thoroughly damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.

NOTES:

- **WEEKLY CLEANING SCHEDULE WILL PERFORMED WEEKLY IN GREENSPACE BUILDING, TWICE PER MONTH IN CITY HALL, AND MONTHLY IN 414/312B BUILDINGS.**

JANI-KING: _____

PAGE 4 OF 4
CLEANING SCHEDULE

CLIENT: _____

**CLEANING SCHEDULE
(Continued)**

III. Monthly Cleaning

A. All Named Areas

1. Accomplish all high dusting not reached in the above mentioned cleaning, up to 12'.
2. Remove fingerprints and marks from around light switches and door frames.
3. Dust all upholstered furniture.
4. Damp wipe telephones, using disinfectant

NOTES:

- **MONTHLY CLEANING SCHEDULE WILL PER PERFORMED MONTHLY IN GREENSPACE BUILDIN AND CITY HALL, AND QUARTERLY IN 414/312B BUILDINGS.**
- **COMMUNITY CENTER COMMON AREAS ARE TO BE CLEANED THREE (3) TIMES PER WEEK, ALL OTHER AREAS ONE (1) TIME PER WEEK.**
- **ALL OTHER BUILDINGS ARE TO BE CLEANED TWO (2) TIMES PER MONTH.**
- **CLIENT WILL PROVIDE FLOOR SCRUBBER.**

JANI-KING: _____

PAGE 4 OF 4
CLEANING SCHEDULE

CLIENT: _____

OTHER SERVICES

1. Defective or inoperable building equipment shall be brought to the attention of CLIENT such as:
 - A. leakage or problem plumbing.
 - B. defective lights or lighting.
 - C. doors and/or gates not properly secured.
 - D. or other unusual circumstances such that might affect the security, maintenance or effectiveness of the facility.
2. A Teflon-type carpet protector shall be applied, upon request, for an additional fee.
3. An anti-static material shall be applied to all carpeting, upon request, for an additional fee.
4. Care shall be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these or any other scheduled operations.
5. Janitor closets, equipment and materials shall be kept in a neat, clean and orderly condition at all times.
6. All emergency cleaning accomplished for a nominal fee.

REQUESTED ADDITIONAL CLEANS

FLOORS

A. Upon request, the following services will be performed for an additional fee:

		COST PER SQUARE FOOT
1.	Carpet shampoo (\$300.00 minimum) (\$300.00 minimum)	Bonnet \$ <u>.12</u> per square foot
		Extract \$ <u>.20</u> per square foot
2.	Strip, reseal and refinish tile floors (\$300.00 minimum)	\$ <u>.55</u> per square foot

*Care will be taken to get into corners, along edges and beneath furniture.

*Care shall be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these operations.

WINDOWS

A. Upon request, windows shall be washed for an additional fee per square foot of surface glass at:

First Floor only:	
Interior	\$ <u>3.00</u> per window
Exterior	\$ <u>4.00</u> per window

Window cleaning of additional floors upon request at an additional cost.

*Day Porter Rate (Day Porters can be utilized for Event Cleaning, Additional Labor During Business Hours or Weekends, Etc.)
Rate: \$29.16 Per Hour

*Jani-King can provide any supplies or equipment necessary such as consumables or floor machines.

INITIAL CLEAN

There shall be a one time, and one time only, charge of

One Thousand Four Hundred Seventy-Seven Dollars

(\$1,477.00) Yes () No ()

to accomplish the following services on or before

_____, 20__:

(not to exceed 30 days from the date of this Contract)

FLOORS

1. HARD SURFACE – Sweep and mop hard surface flooring, taking care to get into corners and along edges.
2. CARPET - Vacuum all carpeting, taking care to get into corners and along edges.
3. Care shall be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these operations.

ALL NAMED AREAS

1. Thoroughly damp wipe vertical and horizontal surfaces, including baseboards, desks, files, windowsills, tables, chairs, telephones and calculators.
2. Accomplish all high dusting of light fixtures, air diffusers and door frames, up to 12’.
3. Wash trash receptacles, using a disinfectant.
4. Scour and sanitize sinks. Polish bright work.

RESTROOMS

1. Scour and sanitize all basins, toilets, urinals and showers, inside and out.
2. Polish all bright work, attempting to remove lime and mineral deposits.
3. Wash all partitions with an industry standard disinfectant.
4. Wash trash receptacles, using a disinfectant.

JANI-KING: _____

PAGE 1 OF 1
INITIAL CLEAN

CLIENT: _____

PRICING SCHEDULE

The Named Areas will be serviced according to the Cleaning Schedule for the monthly charge of:

One Thousand Seven Hundred Ninety Dollars (\$1,790.00)

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of

_____, 20__.

Jani-King of Kansas City

City of Edgerton

14821 West 95th Street
Lenexa, Kansas 66215

404 E Nelson
Edgerton, KS 66021

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

JANI-KING: _____

PAGE 1 OF 1
PRICING SCHEDULE

CLIENT: _____



Date: December 3, 2024
To: Potential Vendors, Service Providers, etc.
From: Levi Meyer – Parks, Recreation, and Facilities Director
Re: Building Cleaning Services RFP

Background

The City of Edgerton is seeking qualified firms or persons to provide cleaning services for City Buildings as a yearly contract in accordance with the attached specifications. A list of buildings and facilities requiring services is provided below. Please note, The Greenspace building is currently under construction with an anticipated open date of early 2025.

RFP Schedule:

Proposals will be accepted beginning Tuesday, December 3, 2024 and must be received to the RFP Contact listed below via email by 4:00pm CST on Wednesday, January 1, 2024.

RFP Point of Contact:

Levi Meyer – Parks, Recreation, and Facilities Director
Email: Lmeyer@edgertonks.org
Phone: 913-893-6231

Inquires

Inquiries about this Request for Proposal must be in writing and directed to RFP Contact, Levi Meyer. When submitting an inquiry, identify your name, organization name, address, telephone and e-mail address, as well as the RFP name and number as set out on the cover page.

City's Rights Reserved

This RFP does not commit the City to enter into a contract. The City shall not be responsible for any costs incurred in preparation and submission of proposals. The City reserves the right to add or remove facilities, services to be performed, and frequency of services as deemed necessary in the sole discretion of the City.

The City reserves the right to:

- Select a proposal which, in its sole judgment, best meets its needs;
- Reject any and all proposals;
- Request additional information or clarification from Proponents at any time as part of the RFP process;
- Waive minor irregularities and informalities in submitted proposals;
- Enter into an agreement with another Proponent in the event that the originally awarded Proponent fails to execute an agreement with the City.

Facility Inventory:

City Hall		404 E. Nelson, Edgerton, KS 66021	+/- 3,900 sq. ft.
Restroom #1	(1) toilet, (1) urinal, (1) sink, (1) mirror		
Restroom #2	(2) toilets, (1) urinal, (1) sink, (1) mirror		
Community Room	Used for meetings and events, (1) drinking fountain		
Office #1	Private, (1) employee		
Office #2	Private, (1) employee		
Office #3	Shared, (4) employees		
Kitchen	(1) stove, (1) sink, (1) fridge, (1) microwave		

414 Offices		414 E. 4th St., Edgerton, KS 66021	+/- 1,900 sq. ft.
Restroom #1	(1) toilet, (1) sink, (1) mirror	Main Level	
Restroom #2	(1) toilet, (1) sink, (1) mirror	Lower Level	
Kitchen	(1) sink, (1) fridge, (1) microwave	Main Level	
Office #1	Private, (1) employee	Main Level	
Office #2	Private, (1) employee	Main Level	
Office #3	Shared, (2) employees	Main Level	
Office #4	Open, (1) employee	Main Level	
Office #5	Sign Shop, (0) employees	Lower Level	

312B Offices		312B E. Nelson St., Edgerton, KS 66021	+/- 1,250 sq. ft.
Restroom #1	(1) toilet, (1) sink, (1) mirror		Upper Level
Office #1	Shared, (4) employees		Upper Level
Kitchen	(1) sink, (1) fridge, (1) microwave		Upper Level

The Greenspace* 303 E. Nelson, Edgerton, KS 66021 +/- 13,000 sq. ft.	
<i>Building currently under construction - Estimated opening Q1-2025</i>	
Restroom #1	<i>(1) toilet, (1) sink, (1) mirror</i>
Restroom #2	<i>(2) toilets, (2) urinals, (3) sinks, (1) mirror</i>
Restroom #3	<i>(5) toilets, (4) sinks, (1) mirror</i>
Community Room	<i>Used for meetings and events</i>
Kitchen	<i>(2) stoves, (1) sink, (1) fridge, (1) freezer, (1) microwave</i>
Office #1	<i>Private, (1) employee</i>
Office #2	<i>Shared, (4) employees</i>
Board Room	<i>Private meeting room</i>
Gymnasium	<i>Youth basketball court and walking track</i>
Fitness Room	<i>Small workout area with several machines and equipment</i>
Lobby & Commons	<i>Hallways and general gathering areas</i>

Schedule (Frequency) of Services per Facility:

- City Hall
 - o All areas to be serviced weekly
- 414 Offices
 - o All areas to be serviced 2 times per month (*opposite week of 312B Offices*)
- 312B Offices
 - o All areas to be serviced 2 times per month (*opposite week of 414 Offices*)
- The Greenspace
 - o Areas to be serviced 3 times per week:
 - Community Room; Restrooms; Lobby & Common Areas
 - o Areas to be serviced weekly
 - Gymnasium; Kitchen; Offices; Board Room; Fitness Room

General Services to be Performed

- Vacuum carpeted floors; Dry mop and/or sweep hard-surface floors.
- Clean/dust all windowsills, desks, furniture, countertops, and other horizontal surfaces.
- Dust and/or clean door frames, walls, cabinets, baseboards and other surfaces as needed.
- Clean and/or polish all windows and other glass items as needed.
- Empty wastebaskets and recycle bins, and place in designated containers.

Services to be Performed at Restrooms

- Stock paper towels, tissues, soap, and sanitizer
- Empty sanitary napkin receptacles and disinfect with hospital grade disinfectants
- Empty trash receptacles and wipe with hospital grade disinfectant
- Dust all areas, including, but not limited to partitions, vents, tops of mirrors and frames
- Wipe towel cabinet covers and cabinets, tops of hand dryers, tips of mirrors and frames
- Toilets and urinals to be cleaned and sanitized outside and inside; polish bright work
- Scour and sanitize all basins, including sinks; polish bright work
- Toilet seats to be cleaned on both sides using hospital grade disinfectant
- Remove splash marks from walls and floor around toilet basins, hand driers, and sink
- Clean and polish mirrors
- Wet mop restroom floors using hospital grade disinfectant
- Remove all cobwebs on ceilings, walls, and corners
- Wipe all touch points, including, but not limited to faucet handles, toilet handles, door handles, countertops, and soap dispensers with hospital grade disinfectants
- Wipe diaper changing station with hospital grade disinfectant
- Clean and sanitize drinking fountains with hospital grade disinfectants
- After cleaning, buildings shall be left with all lights off and doors locked
- Any visible damage, vandalism, or circumstances out of the ordinary shall be reported by Service Provider to the City immediately

Facility Tours

Facility tours may be requested by applicants to provide a more accurate bid for this RFP.

Renewal Option

The City reserves the right to renew this Agreement for four (4) additional one-year renewal periods. Adjustments in cost at the beginning of each renewal period must be agreed upon by both parties. All requested increases must be accompanied by justification acceptable to the City to establish the increased amount. The City shall notify the Service Provider in writing of the intent to exercise the renewal option, however, failure to notify the Service Provider does not waive the City's right to exercise the renewal option. In the event the Service Provider is seeking an increase in compensation for any given renewal period, Service Provider must notify the City no less than sixty (60) days prior to the natural expiration of the existing Agreement and shall provide the justification required herein to substantiate the requested increase.

Proposal Format

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content.

Responders are required to respond to each of the underlined sections as organized below.

Section 1: Company Profile

Provide a brief description of your company's history and experience, including number of years in business, markets served, project team, and office locations.

Include a minimum of three (3) current client references of similar size and scope to the City of Edgerton, KS that are currently active. Each reference must include:

- Name of organization
- Reference contact title, phone number, and email address
- Most recent contract year

Section 2: Pricing Proposal

Proposers should submit their price proposal that includes pricing for all products and services identified in the proposal. All pricing must be provided in USD with taxes excluded.

Pricing proposals should include:

- Itemized cost to service each building individually at the proposed schedule.
- Hourly cost for private event cleaning staff.
- Any applicable price breaks if bundling services/buildings.
- Cost of required supplies and equipment if not provided. (*ex: toilet paper, disinfectant, etc.*)
- Pricing should be provided in a format like the following table:

#	Item	Cost Type	Cost
1	City Hall (404 E. Nelson St.)	Monthly	\$ 518.77
2	Offices (312B E. Nelson St.)	Monthly	\$ 107.135
3	Offices (414 E. 4 th St.)	Monthly	\$ 107.135
4	The Greenspace – Group 1	Monthly	\$ 958.00
5	The Greenspace – Group 2	Monthly	\$
	Chemicals	Monthly	\$ 98.96
	Total Year 1 Cost		\$ 1790.00

*Prices are set for Two (2) Years.

*Cost Savings for 312B/414 Buildings of \$535.73 (Minimum Pricing per Building: \$375.00)

- Please provide service warranties.
- Please provide cost for service requests outside of contract.
- Please provide any potential or expected increase in fees.
- Please provide any potential cost savings by combining services with multiple buildings.

Section 3: Additional Services

Include any additional services offered that are not specifically mentioned in this RFP that you believe would add value to the proposal. Examples of additional services may include but are not limited to lawn/landscaping services, construction cleanup, laundry services, supplies, equipment and materials, etc.

Section 4: Certificate of Insurance

The bidder must provide a Certificate of Insurance.

Cooperative Purchasing/Procurement

This section is optional, it will not affect bid award. If the City awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES X NO _____

INITIALS: LP

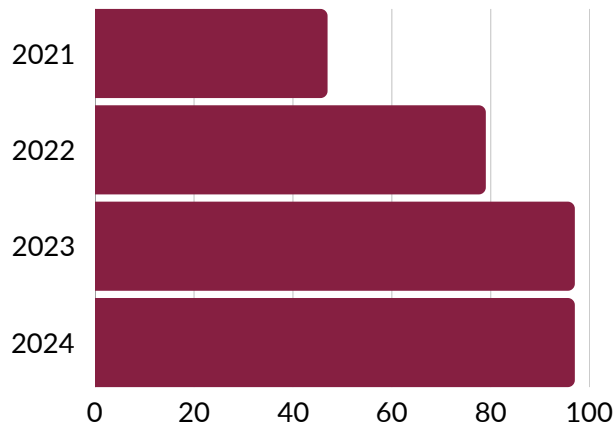
Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Project Manager listed in this Bid. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.



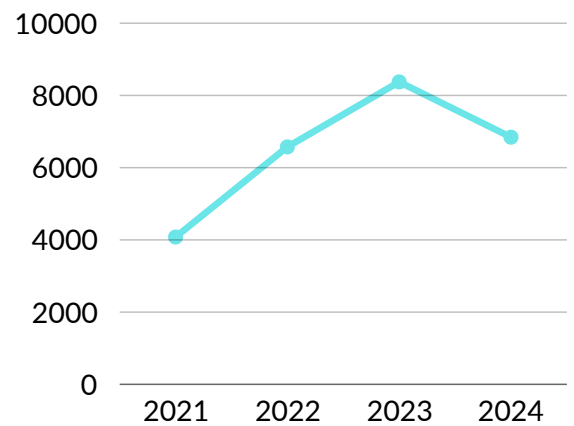
Parks & Recreation Annual Review

2024 Events &
Programming
Recap

Total Programs & Events Offered



Total Attendance



Programs Offered:

16 Events, including 4 partner events

13 Family Programs

36 Youth Programs

18 Adult Programs*

14 Senior Programs

*Teens are able to come to many of the
“adult” programs and also youth programs



Programs with the largest growth:

- Step Into Spring
- Social Media Contests
- Sweetheart Boogie
- Spring Break
- Movie Nights
- Crafty and Culinary Kids
- Back to School Foam Party
- Pizza Party BINGO
- Dominoes
- Meat Inferno



Parks & Recreation Annual Review

2024 Events &
Programming
Recap



Glendell Acres

Glendell Acres Park reopened to the public in early November. The ribbon cutting drew more than 100 people.

The park features:

- Updated playground equipment
- Outdoor fitness equipment
- New concrete skatepark
- New Shelter
- Paved Walking Trail
- Native plantings

Exciting Things to Come!

The Greenspace, the City's new community gathering place, will open in early 2025.

With growth of the department in staff and new space, we will be able to offer more recreational activities for the whole community.

Look for more passive recreational programs in 2025, like the Spring Step Challenge and Social Media Contests.

