



City Council Meeting Minutes

October 26, 2020
7:00 p.m.

Mayor: John McTaggart
Councilmember Chuck Adams Carolyn Caiharr Garrett Mellott
Margaret Shriver Chuck Stites

1. Approve minutes of the October 12, 2020

- **Motion:** Councilmember Caiharr made the motion to approve the minutes of the October 12, 2020 meeting
- **Second:** Councilmember Shriver seconded the motion
- **Vote:** Passes 5-0

2. Statement of Bills paid \$160,544.67

- **Motion:** Councilmember Adams made the motion to approve the statement of bills paid in the amount of \$160,544.67
- **Second:** Councilmember Stites seconded the motion
- **Vote:** Passes 5-0

3. Requests or Comments from the public

- No comments

4. Consider authorizing the City Manager to enter into contract negotiations with KC Disposal related to the 2021 Solid Waste and Recycling agreement

- Assistant City Manager Zack Daniel presented this item, beginning by recapping the bid solicitation and review process.
- Four agencies (Honey Creek Disposal, KC Disposal, Republic Services, and Waste Management) submitted responses to the bid. After review of the materials provided, staff is recommending that the Council authorize the City Manager to formally begin contract negotiations with KC Disposal for the 2021 contract.
- Mr. Daniel noted that the service levels would be largely unchanged and would include weekly curbside trash pick up (in a 95-gallon container) and weekly curbside recycling pickup (in a 65-gallon container). Staff plans on continuing the City-Wide Clean Up in the spring should public health conditions allow. Currently, the proposed service would also include a secondary curbside bulky pickup day. At this time, staff does not anticipate a significant increase in the monthly residential rate (less than 1%) and may even experience a reduction in costs should the mobile home park be included in the service area.
- Representatives from KC Disposal took the podium and gave some background on the company. There was some discussion about the company's current clients. KC Disposal representatives noted that they currently do not have any contracts with municipalities but they have several HOA's.
- Councilmember Stites noted that he was in favor of supporting a Wyandotte County and Edwardsville business such as KC Disposal.
- Councilmember Adams asked if recycling container sizes would be the same, which Mr. Daniel confirmed that it would be the same at 65-gallons. City Manager Michael Webb noted that additional containers would be provided at \$5.00 per container.

- **Motion:** Councilmember Stites made the motion to authorize the City Manager to enter into contract negotiations with KC Disposal for the 2021 Solid Waste and Recycling Agreement
 - **Second:** Councilmember Caiharr seconded the motion.
 - Before the vote, Mr. Webb noted that he currently belongs to an HOA that recently awarded a contract to KC Disposal and he was not involved in the review or voting of that decision.
 - **Vote:** Passes 5-0
5. **Consider recommendation of approval from the CPPS Board of Ordinance No. 1033 amending City Code related to special events**
- Assistant City Manager Zack Daniel presented this item.
 - Mr. Daniel reviewed reasoning for the new language, noting that the current City Code related to special events is rather vague. The new code attempts to provide more clarity as to what is and what is not a special event requiring Council review and approval.
 - Councilmember Caiharr expressed concern that the ordinance was too obtrusive for events on private property. She felt that there is not a great necessity for this new language, especially if it did not involve street closures or effects on traffic.
 - Councilmember Stites had concerns about the specific term “ceremony” and its possible interpretations.
 - There was a general consensus among Councilmembers Stites, Caiharr, and Adams that the existing language was acceptable and did not require additional clarity. Councilmember Adams specifically raised concerns about the legal liability the new language could expose the City.
 - Staff noted that this item would be taken back to the CPPS Board with a focus on events that involve the selling of alcohol, street closures, and a review of possible capacity/attendance threshold.
 - No action was taken on this item at this time.
6. **Consider Ordinance No. 1034 related to the start time for regular City Council meetings**
- City Manager reviewed this item, noting it was at the request of Councilmember Stites to present this ordinance to consider a possible change in start times for the Council meetings.
 - This change, if adopted, would not go into effect until 2021.
 - Councilmember Stites noted his recommendation was due to the difficulty for some to follow the Council’s meetings if they stretch until 10:00 pm. An hour earlier start time may make it easier for the public to stay abreast of Council activity.
 - Councilmember Adams expressed his reservations about the start time, positing that it actually may make it harder for people to participate in the public comment portion.
 - Mr. Webb noted that the structure and makeup of the agenda is completely under the purview of the Council and it could be restructured by the group.
 - **Motion:** Councilmember Stites made the motion adopt Ordinance No. 1034 changing the start times of regular City Council meetings
 - **Second:** Councilmember Shriver seconded the motion
 - **Vote:** Passes 3-2, with Councilmembers Adams and Mellott dissenting
7. **Consider acquisition of public safety vehicles from Shawnee Mission Ford and Resolution 2020-14 authorizing the City Manager to enter into a lease purchase agreement with Union Bank & Trust for financing of the same**

- City Manager Michael Webb reviewed this item, noting the normal timeline for vehicle purchasing as it relates to the upcoming year's budget.
- Mr. Webb reviewed the cost of the vehicles: \$137,190 for the three police vehicles including equipment, and \$52,034 for the fire vehicle including equipment.
- Mr. Webb also reviewed some of the financing options for the vehicles.
- Councilmember Caiharr asked some questions regarding the age and mileage of the vehicles, which Chief Mathies provided some context. Chief Whitham also provided some details on why they were requesting their vehicle.
- Councilmember Shriver asked about the bid solicitation process used by the MAPCC, which Mr. Webb noted that dealerships throughout the region provide costs to be included. Councilmember Shriver asked if Victory Ford in Wyandotte County was not included, which Mr. Webb responded they could be but must not have provided the necessary information to be included.
- **Motion:** Councilmember Adams made the motion to adopt Resolution 2020-14 authorizing the purchase and financing of public safety vehicles through Union Bank and Trust.
- **Second:** Councilmember Mellott seconded the motion.
- Councilmember Stites noted he preferred that Wyandotte County dealerships were included in these solicitation packages.
- **Vote:** Passes 5-0

8. Consider Resolution 2020-15 authorizing the initiation of eminent domain proceedings for the 4th Street Quiet Zone project

- City Manager Michael Webb reviewed this item, summarizing the Quiet Zone project to date. He also noted that most of the property owners have provided the necessary documentation but a few outliers remain.
- Mr. Webb reminded the Council it is not the City's intention to enter into these proceedings, but it is important that the groundwork for this possibility be laid on the front end of the process.
- Councilmember Adams asked what the benefit would be to the community to have these access and construction easements if the Quiet Zone project does not move forward. Mr. Webb reviewed some of the road and drainage improvements that would be part of this work.
- **Motion:** Councilmember Mellott made the motion to adopt Resolution 2020-15
- **Second:** Councilmember Adams seconded the motion
- **Vote:** Passes 5-0

9. Hear an update on CARES Act 1 projects and take any necessary action

- City Manager Michael Webb provided an update on the CARES Act projects. He also reviewed the proposed CARES Act projects as they related to estimated budgets. There was some discussion on the use of funds should certain projects go over or under budget, with Councilmember Caiharr stressing a desire to see the learning lab move forward in some capacity. Mr. Webb also reviewed the ongoing Unified Government-led project related to high-speed internet provision and the current funding mechanism proposed.

10. Advisory Reports

City Manager Michael Webb provided an update on some street closures and various public improvement projects currently ongoing in the City. Mr. Webb also provided an update on the housing study previously discussed at the Council's October 12 meeting. He noted that there is now an estimated cost of less than \$6,000, split between the City and

the private development group. The City intends on moving forward with that study. He closed by noting that the City has received the final valuation figures from the County. Due to valuations being about \$1,000,000 higher than original estimates, the City's final mill levy was actually reduced 2.6 mills in the final budget.

Assistant City Manager Zack Daniel noted that over 200 kids are signed up for the Neighborhood Haunt event, which was devised as a replacement for the Trunk'R'Treat event. This represents nearly half of the total enrollment of Edwardsville Elementary. He also noted that the Saturday "Spooky Express" activity will also serve as the dry run for a proposed Christmas parade.

Police: Police Chief Mathies provided a brief report of departmental activity, including a shooting which occurred in the City.

Fire: Chief Whitham provided more details about the holiday parade concept and how it will support the *Cram the Cruiser/Cram the Firetruck* charity drive. He also invited the Council to help with the Spooky Express event on Saturday.

Public Works: Director Zenger recapped recent projects undertaken by the department and noted that all vacant positions have been filled.

11. City Council and Mayor Comments

Shriver: Councilmember Shriver thanked staff for putting together the recent Halloween and upcoming holiday events.

Stites: Councilmember Stites asked that the Council be able to provide input on some of the CARES projects, specifically the upgrades to the Council Chambers. Mr. Webb and Mr. Daniel both noted that they would provide concepts to the Council for review. There was some discussion about the possibility of tablets at the Council dais which would allow elected officials the ability to review agenda items and presentations from their own devices. He also requested an update on the clearing/grubbing project, which Mr. Zenger provided an update. He closed with an additional anecdote in support of the time change for meetings.

Caiharr: Councilmember Caiharr asked if the City received any update from our outreach related to trains blocking the Edwardsville crossings. Mr. Webb replied that representatives from UPRR have reached out and committed to improving their processes to avoid similar instances in the future. She also asked for an update related to the community service sentencing out of municipal court. She closed by announcing the upcoming food pantry event planned for November 14 with a venue to be determined at a later date.

Adams: Councilmember Adams commented that he was noticing more outreach from Wyandotte County in various areas, which he appreciated.

ADJOURNMENT

The meeting was adjourned at 9:18 p.m.

Zachary Daniel
City Clerk

**TO: MAYOR & CITY COUNCIL
FROM: SEAN MILLESON, FINANCE DIRECTOR
DATE: November 9, 2020
SUBJECT: STATEMENT OF BILLS**

FOR YOUR REVIEW

Statement of Bills

RECOMMENDATION

City Council to approve the Statement of Bills from 10/15/2020 through 11/4/2020 as submitted.

FINANCIAL IMPACT

The total of the Statement of Bills is as follows:

General	\$ 26,122.05
Payroll (10/23/2020)	\$ 96,606.53
Payroll Taxes submitted by Paycor (10/23/2020)	\$ 31,153.01
Electronic Funds Transfer (EFT)	\$ 395.55
Cash Bond	\$ -
General Obligation Bond	\$ 12,822.00
Cemetery	\$ -
Total	\$ 167,099.14

**IF YOU HAVE ANY QUESTIONS REGARDING THE STATEMENT OF BILLS, PLEASE
FEEL FREE TO CALL PRIOR TO THE COUNCIL MEETING.**

Check Register Report

AP 10/15-11/04/2020

Date: 11/05/2020

Time: 8:42 am

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City of Edwardsville

BANK: BANK MIDWEST-CHECKING

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
BANK MIDWEST-CHECKING Checks						
152814	10/16/2020	Printed	BO02	BONNER-EDWARDSVILLE CHAMBER	2020 CHAMNBER GOLF CLASSIC	440.00
152815	10/16/2020	Printed	KPL0	EVERGY	CITY WIDE ELECTRIC UTILITY	6,963.54
152816	10/16/2020	Printed	FP02	FRANCOTYP-POSTALIA, INC	POSTAGE METER RENEWAL	156.00
152817	10/16/2020	Printed	JA01	JACKSON SERVICE CENTER	PD VEHICLE MAINTENANCE	458.79
152818	10/16/2020	Printed	NE35	NETSTANDARD INC	MNTHY HOSTED SERV	803.50
152819	10/16/2020	Printed	OM05	OMNI BILLING	AMBULANCE BILLING SERV SEPT 20	855.79
152820	10/16/2020	Printed	PA40	PACE ANALYTICAL SERVICES, LLC	MS4 SAMPLES	874.00
152821	10/16/2020	Void	WH06	WHITE LAWN AND LANDSCAPE LLC	CEMETERY MOWING	0.00
152822	10/23/2020	Printed	BO01	BOARD OF PUBLIC UTILITIES	CITY WIDE WATER UTILITY	656.44
152823	10/23/2020	Printed	CI03	CITY ATTORNEYS ASSOC. OF KS	CAAK VIRTUAL CONFERENCE	30.00
152824	10/23/2020	Printed	CL09	CLYDE ARMORY INC	PD NEW EQUIPMENT	877.21
152825	10/23/2020	Printed	CU20	CUMMINS SALES AND SERVICE	LTC-PERFORM FULL SERVICE	679.21
152826	10/23/2020	Printed	KCPL	EVERGY	STREET LIGHTS, SHOP, RVWV	223.96
152827	10/23/2020	Printed	GA05	GALLS	PD CLOTHING ALLQWANCE	630.46
152828	10/23/2020	Printed	KC14	KANSAS CITY SECURITY SYS INC	PD MNTHLY SECURITY MONITORING	30.99
152829	10/23/2020	Printed	LA34	LABORCHEX INC	BACKGROUND CHECK	173.41
152830	10/23/2020	Printed	LE01	LEAGUE OF KANSAS MUNICIPALITIES	JOB POST, LKM CONFERENCE, STO	914.00
152831	10/23/2020	Printed	MI60	AMY R. MITCHELL	MNTHLY CONTRACTED DUES	4,000.00
152832	10/23/2020	Printed	NY01	NYP CPA, LLC	ACCOUNTING SERVICES	2,887.50
152833	10/23/2020	Printed	SA18	SALTUS TECHNOLOGIES	PD SMALL EQUIPMENT	709.31
152834	10/23/2020	Printed	SO15	SOLAR PLANET INC	DOUBLE PAYMENT REFUND	100.00
152835	10/23/2020	Printed	US08	US AUTO FORCE	PD VEHICLE MAINTENANCE	270.94
152836	10/23/2020	Printed	WH06	WHITE LAWN AND LANDSCAPE LLC	CEMETERY MOWING	2,268.00
152837	11/02/2020	Printed	UN21	UNIFIED GOVERNMENT OF WYAN CTY	Filing Fees: Easements	1,119.00

Total Checks: 24

Checks Total (excluding void checks):

26,122.05

BANK MIDWEST-CHECKING EFTs

1149420	10/16/2020	Reconciled	WI39	WILLIAMS SCOTSMAN CORP OP	FD TEMP OFFICE SPACE	395.55
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Total EFTs: 1

EFTs Total (excluding void checks):

395.55

Total Payments: 25

Bank Total (excluding void checks):

26,517.60

Check Register Report

AP 10/15-11/04/2020

Date: 11/05/2020

Time: 8:42 am

Page: 2

City of Edwardsville

BANK: BANK MIDWEST-GO BONDS

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
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BANK MIDWEST-GO BONDS Checks

1423	10/16/2020	C Printed	BH01	BHC RHODES CIVIL ENGINEERS	PROFESSIONAL SERVICES	12,822.00
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Total Checks: 1	Checks Total (excluding void checks):	12,822.00
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Total Payments: 1	Bank Total (excluding void checks):	12,822.00
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TO: MAYOR & CITY COUNCIL
FROM: MICHAEL WEBB, CITY MANAGER
ZACK DANIEL, ASSISTANT CITY MANAGER
DATE: NOVEMBER 9, 2020
SUBJECT: 2021 SOLID WASTE CONTRACT

RECOMMENDATION

City Council to consider authorizing the City Manager to enter into a contract with KC Disposal for the 2021 City Solid Waste and Recycling agreement.

FINANCIAL IMPACT

The adopted 2021 Budget included \$210,000 in estimated cost for the annual solid waste and recycling agreement. The current form of the 2021 agreement between the City of Edwardsville and KC Disposal is estimated at \$207,108. This amount may change as both parties agree to a final house count.

BACKGROUND

The City issued a request for proposals (RFP) for solid waste services beginning in 2021. Four firms (Honey Creek Disposal, KC Disposal, Republic Services, and Waste Management) provided responses. After review of the responses as well as the different service level options (guided largely by City Council comments and an online community survey on the topic), staff is recommending KC Disposal as the City's new solid waste/recycling service provider.

Under the preliminary scope based on the response from KC Disposal, service would include the following:

- Weekly trash pickup in a 95-gallon container
- Weekly recycling pickup in a 65-gallon container
- Continuation of the annual City-Wide Clean Up event in the spring
- An annual curbside bulky item pickup to take place in the fall where residents can leave 3-4 large or bulky household items for pickup by KC Disposal crews

Under this agreement, should the house count remain approximately 1,100 addresses, residential rates would increase from \$18.12 to \$18.25 per month (a 0.7% increase) billed every two months. Should the mobile home park be added to the City's residential service, an addendum to this agreement adjusting the house count and unit costs would be drafted.

Staff recommends the City Council authorize the City Manager to enter into a contract with KC Disposal for the 2021 City Solid Waste and Recycling agreement.

MUNICIPAL WASTE AND RECYCLING AGREEMENT

This Municipal Waste and Recycling Agreement (the "Agreement") is entered into on _____, 2020 (the "Effective Date"), by and between the City of Edwardsville, Kansas, a municipal corporation, created under the laws of the State of Kansas ("City") and KC Disposal (KCD), a Missouri corporation.

Recitals

- A. The City desires to provide its citizens with environmentally sound and affordable solid waste collection and disposal and recyclable materials collection; and
- B. KCD and its affiliates have experience in providing solid waste and recyclable materials collections, disposal, and processing; and
- C. The City has determined that it would be in the best interest of its citizens to contract with KCD for the collection of its residential solid waste and recyclable materials according to the terms and conditions contained herein.

Agreements

I. DEFINITIONS

- A. Acceptable waste – shall mean all non-hazardous solid waste generated by households in the ordinary course including food waste and discarded papers, cardboard, plastics, cloth, glass, and metal materials, but excluding "Excluded Waste" as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained within 95-gallon carts placed at the curbside on the proper weekly collection day. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrated otherwise. Title to Acceptable Waste shall transfer to KCD upon collection in KCD vehicles.
- B. Excluded Waste – shall mean without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, and stumps; paint; motor oil; or any item too large or heavy to be contained within a 95-gallon Cart including waste tires. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.
- C. Recyclables or Recyclable Materials - Recyclable materials are defined according to the table on the following page:

RECYCLABLE MATERIAL SCHEDULE	
Acceptable Recyclables	Unacceptable Materials
Office paper, junk mail, newspapers (without plastic rain bag), phone books, catalogs, and magazines	Glass of any kind (including mirrors, automobile glass, etc.)
Manila folders	Plastic bags
Advertising insert	Styrofoam (including egg cartons)
Brochures	Motor oil bottles and other automotive products
Corrugated cardboard	Containers for household hazardous materials
Carrier stock (including cardboard soft drink and beer containers)	Paper towels, tissues, or napkins, plates, or cups
Paper/hardback books	Gift wrap
Plastic bottles with a neck #1 and #2	Photographs, blueprints, and hanging file folders
Plastic containers #3 through #7	Bags that contained pet food, fertilizer, charcoal, or kitty litter
Cardboard egg cartons	Metal pots
Pizza boxes	
Shredded paper (in paper bags)	
Drink cartons	
Aluminum cans and other metal cans	
Clamshells (deli or salad bar containers)	
Aseptic containers (milk, juice, and vegetable cartons)	
Clean aluminum foil and foil pans	

Title to Recyclable Materials shall transfer to KCD upon collection in KCD vehicles. Any changes to the above schedule of acceptable material shall be communicated to the City so to provide proper updates to residential customers.

- D. Residential Unit- shall mean as single family, duplex, tri-plex and four-plex residential units within the corporate limits of the City occupied by a person or persons as a domicile. A residential unit shall be deemed occupied when either domestic water or light and power services are being supplied thereto. Apartment or condominium buildings with more than four (4) or more individual dwellings shall be considered commercial establishments and shall not be considered Residential Units.

II. TERM

The initial term of this Agreement shall be for five (5) years commencing on or about January 1, 2021, and expiring December 31, 2026 and thereafter may renew for successive renewal terms of one-year if mutually acceptable in writing.

III. SERVICES

- A. KCD shall furnish, at its sole cost and expense, the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste and Recyclable Materials collection to all Residents Units of the City, which currently consists of approximately 1,100 Residential Units (the "Service"). As part of the Service, KCD shall:
- I. Cart Supply. Each Residential Unit will be provided a 95-gallon Cart for Acceptable Waste; new Residential Units will be provided a 95-gallon Cart for Acceptable Waste as they are added to the City. Each Residential Unit will also be provided a separate 65-gallon Cart for Recyclable Materials and new Residential Units also will receive a 65-gallon Cart for Recyclable Materials as they are added to the City. The Carts and equipment KCD may furnish residents and the City shall remain KCD's property.
 - II. Additional carts for both Acceptable Waste and Recyclable Materials shall be provided to residents upon request at a rate of \$5.00 per cart per month.
 - III. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by KCD and City. Collections shall occur during ordinary hours but in no instance earlier than 6:00 A.M. nor later than 7:00 P.M. All Acceptable Waste must be placed at the curb for collection no later than 6:00 A.M. on scheduled day of collection.
 - IV. Recyclable Materials Collection Frequency, Days and Times. KCD shall provide recycling collection services to Residential Units on a weekly basis, subject to the schedule noted in the table included in Section I, Subsection C of this agreement (the "table"). Customers shall ensure that only materials acceptable in accordance with the table are placed in the recycling containers. KCD reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material. Collections shall occur during ordinary hours but in no instance earlier than 6:00 A.M., nor later than 7:00 P.M.
 - V. Bulky Item Collection. One time per year, KCD agrees to participate in a curbside bulky-item pickup event to include pickup of 2-3 large or bulky household items (furniture, shelving, etc.). Bulky items for this pickup shall not include construction or demolition materials.
 - VI. City Facilities Collection. The equipment and services will be provided to the City:
 - City Hall/Edwardsville Police Department – Two (2) 65-gallon recycling containers serviced (one) 1 time weekly.
 - Fire Department/Community Center – Six (6) yard trash container serviced (one) 1 time weekly and two (2) 65-gallon recycling containers per building serviced one (1) time per week. City Park – Eight (8) yard trash container serviced 1 time per week.
 - Public works – One (1) twenty (20) yard open top container at a location to be determined with four (4) ton allowance per collection. Additional tonnage

beyond the 4-ton threshold shall be charged at \$45 per ton. In addition, KCD shall provide the City with two (2) 40 yard open top containers per year with four (4) tons allowance per container for special events. Additional tonnage beyond the 4-ton threshold shall be charged at \$45 per ton. Additional boxes beyond the two containers per year shall be charged at \$295 per box. KCD retains ownership of the containers.

- VII. Exclusions from Service - The Service shall not include commercial establishments.
 - VIII. Disposal. KCD shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste
 - IX. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday
 - X. Cart Replacement. KCD shall replace at no charge to the City or the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a Cart in the possession of a Residential Unit is lost, stolen, damaged, or destroyed through no fault of KCD, the occupant of the Residential Unit shall be responsible to compensate KCD \$60.00 for the replacement of such Cart. The Residential Unit shall be billed separately for such replacement cost.
- B. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances of the City of Edwardsville, Wyandotte County, State of Kansas.
 - C. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner
 - D. Complaints and Missed Pick-Ups. All complaints as to KCD's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. KCD shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups within two (2) weekdays, conditions permitting. When KCD is notified by the City via telephone, e-mail or by fax, of a missed pick-up, KCD will respond to the City within one (1) day after being notified to confirm the missed pick-up was caused by KCD's failure. Missed pick-ups resulting from rejected loads, force majeure or any other reasons outside the control of KCD shall not be assessed a penalty. Upon confirmation by KCD of a missed pick-up, the City may charge a penalty equal to the current amount charged to the customer per month for service per missed pick-up, but only if the missed pick-up(s) is not remedied within two (2) weekdays as described above. Notwithstanding any of the above. KCD shall have the right to dispute and appeal any penalty assessed within five (5) days of KCD's receipt of the bill. KCD shall also furnish the City with a local contact to report missed pick-ups, route considerations, etc.
 - E. Reporting. KCD will provide the City a quarterly report including, but not limited to, total volume of trash hauled and disposed of, total volume of recyclables, and list of complaints and final resolution.

- F. Anti-Discrimination. In performing the Service, KCD shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
- G. Exclusive. The City grants the exclusive right to perform the Services set forth in this Agreement. The City agrees to not allow anyone other than KCD to engage in the collection of residential waste and recycling within the City.

IV. HOUSE COUNT AND ADJUSTMENTS

The estimated house count at the commencement of the term hereunder shall be 1,100 Residential Units; however, the Parties shall verify this house count prior to the initial billing under this Agreement and shall adjust the house count for billing purposes accordingly. Either Party may propose a prospective adjustment to the house count once per calendar year during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house count to apply thereafter. KCD shall keep accurate route sheets and/or a Residential Unit database that shall be provided to City promptly upon its request.

If the number of Residential Units serviced under this Agreement substantially increases as a result of residential growth during any single calendar year period, KCD and the City agree to revisit the residential rates in order to determine if the recent influx of residents merits an adjustment to the residential rates due to operational and routing efficiencies attributable to the increase in City population. Any resulting adjustment to the rates must be agreed upon by both parties in writing.

V. FEES AND PAYMENTS

- A. Service Fee per Residential Unit. The fees to be paid by the City to KCD hereunder are based on the collection of one (1) Acceptable Waste (95-gallon) and one (1) Recyclable Materials (65-gallon) Cart per Residential Unit, placed at the curbside, at the frequency identified in this Agreement. The fee per Residential Unit, per month, shall be fifteen dollars and thirty-three cents (\$15.69). The monthly fee paid to KCD shall be calculated based upon the current house count at the time each invoice is generated, times the fee per Residential Unit [e.g., Current House Count x Fee = Monthly Invoice Amount). In the event additional 40 yard roll off containers are provided the charge shall be \$295.00 per container per month and any additional tons over four (4) tons shall be assessed at Thirty Dollars (\$45.00) per ton.
- B. Annual Increase. The fee per Residential Unit may be adjusted commencing on the 2nd anniversary of this Agreement (January 1, 2022) by no more than one and one-half percent (1.5%). Any increase in the charges and/or tonnage fees for extra roll off containers commencing on the 2nd anniversary of this Agreement shall be mutually agreed to between the parties.
- C. Invoices and Payment. Invoices shall be submitted by KCD on a monthly basis. The City shall have thirty (30) days from the invoice date to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit. An interest rate of 8%, permitted by law, shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.

VI. DEFAULT AND TERMINATION

Except as otherwise provided in the Force Majeure provision of this Agreement, the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give

written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation, reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

VII. FORCE MAJEURE

KCD's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a force majeure event, KCD shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

VIII. INDEMNIFICATION

- A. To the fullest extent permitted by law, both parties agree to indemnify, defend, and hold the other harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorney's fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of either, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- B. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

IX. INSURANCE

KCD shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

- | | |
|---|---|
| A. Worker's Compensation | \$500,000 |
| B. Employee Liability | \$500,000 per occurrence, \$1,000,000 aggregate |
| C. Comprehensive General Liability | \$500,000 per occurrence, \$1,000,000 aggregate |
| D. Automobile Liability (owned and non-owned) | |
| i. Bodily Injury | \$1,000,000 per occurrence |

ii. Property Damage Liability	\$500,000 per occurrence
E. Excess/Umbrella	\$1,000,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, KCD shall deliver to City a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of cancellation is provided.

X. MISCELLANEOUS PROVISIONS

- A. Independent Contractor. KCD shall perform the Service as an independent contractor. KCD, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. KCD at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control KCD, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which DII shall perform its obligations under the Agreement.
- B. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.
- C. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.
- D. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- E. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.
- F. Choice of Law. This Agreement shall be governed by the laws of the state of Kansas, County of Wyandotte.
- G. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that KCD may assign its rights and obligations under this Agreement to any KCD affiliate without the City's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.

XI. NOTICE

All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties as listed below:

CITY OF EDWARDSVILLE
690 S. 4th St.
Edwardsville, KS 66111

KC DISPOSAL
10011 Woodend Rd.
Edwardsville, KS 66111

In witness thereof, the parties have executed this MUNICIPAL RECYCLING AND WASTE AGREEMENT as of the effective date indicated above.

KC DISPOSAL

CITY OF EDWARDSVILLE, KANSAS

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Michael Webb

Title: _____

Title: City Manager

DRAFT

**TO: MAYOR & CITY COUNCIL
FROM: ZACK DANIEL, ASSISTANT CITY MANAGER
DATE: NOVEMBER 9, 2020
SUBJECT: 2020 QUARTERLY BUDGET REVIEW**

RECOMMENDATION

City Council to hear a presentation regarding the 2020 Quarterly Budget Review.

FINANCIAL IMPACT

None.

BACKGROUND

Staff has prepared a presentation reviewing the third quarter budget activity as it relates to the adopted 2020 Annual Budget. This presentation includes a review of estimated vs. actual 2020 revenues to date as well as expenditure levels in all funds.

There is no action to be taken on this item, which is provided for the benefit of the City Council and Edwardsville residents.