

AGENDA

City Council Meeting

6:00 PM - Tuesday, June 23, 2026



Members of the public desiring to speak during Public Forum are asked to please submit a request to the City Clerk by noon on the day of the City Council meeting. Individuals wishing to provide written public comments must provide them to the City Clerk no later than 5 p.m. on the Wednesday before a Council meeting. Those comments will be included as part of the published agenda packet. Any written or emailed comments received after that time will be provided to Council Members but will not be included as part of the meeting record. City Clerk Lynn Ciarleglio may be reached via email at CityClerk@derbyks.gov or phone at 316-788-3132. Questions or comments on agenda items may also be submitted to your elected officials directly by email or phone before the meeting (contact information at derbyks.gov/113/City-Council).

The meeting is held in the City Council Room at City Hall, 611 N. Mulberry Rd. In accordance with provisions of the ADA, every attempt will be made to accommodate the needs of persons with disabilities. Please contact the City's ADA Coordinator for assistance at least 24 hours before the meeting time at 316-788-1519.

	Page
1. CALL MEETING TO ORDER	
2. FLAG SALUTE	
3. INVOCATION – Pastor Kim Dickerson-Oard, Woodlawn United Methodist Church	
4. ROLL CALL	
5. ACCEPTANCE OF AGENDA	
5.1. Adoption of the Agenda	
Recommended Motion: Approve the meeting agenda, as presented.	
6. PRESENTATIONS	
6.1. American Legion Officer of the Year (2025) Presentation	3
Agenda Item Report - AIR-26-136 - Pdf	
6.2. Parks and Recreation Month	5 - 6
Agenda Item Report - AIR-26-134 - Pdf	
7. PUBLIC FORUM & ANNOUNCEMENTS	
8. CONSENT AGENDA	
8.1. Consideration of Minutes	7 - 27
City Council - 27 May 2026 - Minutes - Pdf	

- 8.2. Assessment Ordinance for Nuisance Abatement 29 - 33
[Agenda Item Report - AIR-26-125 - Pdf](#)
- 8.3. Street Closure Request for July 4th 35 - 36
[Agenda Item Report - AIR-26-135 - Pdf](#)
- 8.4. School Resource Officer Agreement 37 - 43
[Agenda Item Report - AIR-26-129 - Pdf](#)
- 8.5. Special Board Appointment 45 - 47
[Agenda Item Report - AIR-26-133 - Pdf](#)
- 8.6. Interim Municipal Court Judge Agreement 49 - 50
[Agenda Item Report - AIR-26-132 - Pdf](#)

Recommended Motion: Approve the Consent Agenda, as presented.

9. NEW BUSINESS

- 9.1. Madison Ave. & Oak Forest Ln. Traffic Signal Design 51 - 52
[Agenda Item Report - AIR-26-131 - Pdf](#)

Recommended Motion: Authorize the City Manager to execute a contract with GFT Infrastructure Inc. for the Madison Ave. and Oak Forest Ln. traffic signal design in an amount not to exceed \$35,000.

- 9.2. Pay Study and Pay Matrix Update 53 - 61
[Agenda Item Report - AIR-26-139 - Pdf](#)

Recommended Motion: Approve the proposed general and public safety pay matrix and related employee adjustments, as presented.

- 9.3. Trash and Recycling Services 63 - 90
[Agenda Item Report - AIR-26-137 - Pdf](#)

Recommended Motion: Authorize the City Manager to finalize negotiations and enter into a contract with Waste Connections Inc. to provide residential trash and recycling services beginning January 1, 2027, on final terms deemed acceptable to the City Manager and City Attorney.

10. ADJOURNMENT

Presentation



Subject: American Legion Officer of the Year (2025) Presentation
Meeting: City Council - 23 Jun 2026
Presented by: Brandon Russell, Police Chief
Guests: Doug Sherwood- Post Commander, Dayle Dabney- Post Adjutant

BACKGROUND:

- Every year, American Legion Post 408 recognizes an officer from the Derby Police Department as the Officer of the year.
- This is the first year they have asked to do the presentation at City Council instead of at a Legion event.
- Members of the Legion will present the award.

Presentation



Subject: Parks and Recreation Month
Meeting: City Council - 23 Jun 2026
Presented by: Mark Staats, Mayor
Guests: Vanessa Rugg, Director of Programs; Chris Drum, DRC Superintendent, Eric Newell, Parks Director

BACKGROUND:

- The National Recreation and Parks Association designates July as Parks and Recreation Month nationally, every year.
- The City of Derby has regularly participated in honoring this designation.
- The goal of Parks and Recreation month is to promote the great opportunities and resources that local park and recreation agencies provide, and to let the public know that July is a great time to get out and see all of the incredible things happening in their communities.

ATTACHMENTS:

[062326 Parks and Rec Month Proclamation](#)



JULY IS PARKS AND RECREATION MONTH

WHEREAS parks and recreation is an integral part of communities throughout this country, including Derby, Kansas; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Derby, Kansas recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED by the National Recreation and Park Association that **JULY IS RECOGNIZED AS PARK AND RECREATION MONTH IN THE CITY OF DERBY, KANSAS.**

Signed this _____ of June 2026

Eric Tauer
Chairman, DRC Board

Mark Staats
Mayor, City of Derby



MINUTES

City Council Meeting

6:00 PM - Wednesday, May 27, 2026

Due to construction in the Council Room at City Hall, this meeting was held at the USD 260 Administrative Center, 1550 E. Walnut Grove Rd.

1 CALL MEETING TO ORDER

The City Council meeting was called to order on May 27, 2026, at 6:00 p.m. in the Board Room at the USD 260 Administrative Center.

2 FLAG SALUTE

Council President Jenny Webster led the flag salute.

3 INVOCATION

Council Member Wayne Molt, Jr. gave the invocation.

4 ROLL CALL

PRESENT:

Council Member Gabe McKeever
Council Member Kristi Truitt
Council Member Mike Neel
Council Member Nick Engle
Mayor Mark Staats
Council President Jenny Webster
Council Member Wayne Molt, Jr.
Council Member Jessica Rhein
Council Member Jared Brown

ABSENT:

None

5 ACCEPTANCE OF AGENDA

5.1 Adoption of the Agenda

Mayor Mark Staats pointed out Item 9.5 had been added since the original publication of the agenda.

Jenny Webster moved, seconded by Wayne Molt, Jr., to approve the meeting agenda, as presented.

RESULT:	Carried
MOVER:	Jenny Webster
SECONDER:	Wayne Molt, Jr.
AYES:	Gabe McKeever, Kristi Truitt, Mike Neel, Nick Engle, Jenny Webster, Wayne Molt, Jr., Jessica Rhein, and Jared Brown

6 PRESENTATIONS

6.1 2026 Smoke on the Plains BBQ & Music Fest

Andrea Walters, Marketing and Events Manager, gave the presentation.

BACKGROUND:

- The City will hold the 15th Annual Smoke on the Plains BBQ & Music Fest on June 12 and 13 at High Park. The event will include live music on the Don Hattan Derby Mainstage, the People's Choice Tasting Contest, Kids Corner activities, cornhole tournament, food trucks, beer garden and more. The Derby Recreation Commission's Smokin' 5K and Pickleball Tournament will be held June 13.
- There are three contests, including the KCBS Cook-off, Backyard Cook-off and BRG Precision Products Kids Que. As of May 18, we have 33 pro and 20 backyard teams. We still have spots open for our Kids Que, Pie Contest and Kids Cookie Contest.
- The Derby Public Library will hold its 6th Annual Medallion Hunt beginning June 8.
- Military Appreciation Night will be held Friday, June 19 at Rock River Rapids. The event is being sponsored by Evergy.
- Friday, June 12 Schedule:
 - Security 1st Title Food Truck Row, Derby Lions Club Beer & Beverage Tent, First Man Brewery, and Shaken or Stirred Bartending, 6 to 10 p.m.
 - Derby Recreation Commission Toss Like a Boss Cornhole Tournament, KCBS Kids Que and Kids Cookie Contest
 - People's Choice Tasting Contest, 7 to 9 p.m., tent south of the amphitheater
 - The Nailbiters, 6 to 7:30 p.m. and Paramount, 8 to 10 p.m. on the Don Hattan Derby Mainstage
- Saturday, June 13 Schedule: 9 a.m. to 3 p.m. and 6 to 10 p.m.
 - Derby Recreation Commission Smokin' 5K at 7:30 a.m.
 - Derby Recreation Commission Grills, Thrills & Pickleball Skills Coed Tournament, 9 a.m.
 - KBCS Cook-off and Backyard BBQ Cook-off
 - Security 1st Title Food Truck Row, 9 a.m. to 3 p.m. and 6 p.m. to 10 p.m.
 - Derby Lions Club Beer & Beverage Tent, First Man Brewery, and Shaken or Stirred Bartending, 11 a.m. to 3 p.m. and 6 to 10 p.m.
 - Smile Safari and Derby Orthodontics Kids Corner, 9 a.m. to 3 p.m., featuring bounce houses, face painting, princesses, Toss with a Twin, Derby Fire & Rescue and more.
 - BBQ Awards Ceremony on the Don Hattan Derby Mainstage, 3 p.m.
 - Smokin' Sampler brought to you by The Derby Chamber of Commerce, 6 p.m.
 - Live music on the Don Hattan Derby Mainstage: Matthew Ebberwein from 6 to 7:30 p.m. and Jaelen Johnston from 8 to 10 p.m.

- Thank you to our generous sponsors: Don Hattan Derby, Smile Safari, Derby Orthodontics, Evergy, Security 1st Title, All States Home Improvement, BRG Precision Products, AT&T, Lamar Advertising, Hutton Design + Build, Advanced Physical Therapy, Climate Shield Home Exteriors, Renewal by Anderson, Grill Shak, Moore Water & Air, Credit Union of America, Derby Community Foundation, Outdoor Adventures RV

Council Member Mike Neel encouraged all members of Council to volunteer and be involved. I volunteered as a shuttle driver, and last year I even helped judge the Kids Que. This is such a great event for our community and a great opportunity to show visitors how great Derby and its people are.

Andrea Walters, Marketing and Events Manager, said we do still need volunteers in several areas, including Kids Que judges, so please reach out to me if you are interested, and we will get you signed up.

7 PUBLIC FORUM & ANNOUNCEMENTS

Kiel Mangus, City Manager, reminded Council the ribbon cutting ceremony for High Park is Friday, May 29, 2026, at noon. School is also now officially out, which means we have entered traffic cone season. Please be careful and stay alert around the construction projects we have throughout Derby this summer. Right now, we have projects at Red Powell and on Kay St. Slow down as you go through construction areas and help keep everyone safe.

8 CONSENT AGENDA

Council Member Jessica Rhein informed Mayor Staats she will abstain from voting on Item 8.3 since she is involved with the VFW and both events.

8.1 Consideration of Minutes

8.2 Assessment for Nuisance Abatement Ordinance

BACKGROUND:

- City ordinance requires debris be removed from properties and lawns be maintained at 10 inches or less to protect the public health and safety.
- The City has incurred costs in abating nuisances found to exist on one owner-occupied residence.
- Because affected lots are often in foreclosure or in the process of being sold, timely assessment is important to an equitable recovery of City funds.

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- Costs total \$450, which include the City's debris removal costs plus administrative fees.

LEGAL CONSIDERATIONS:

- City ordinance authorizes staff to mow excessively tall vegetation and remove debris when property owners fail to do so. Staff seeks to collect reimbursement through informal efforts to avoid the need for formal remedies. Charges not timely paid may be assessed against the properties on which the work was performed.
- The City is authorized to recover costs incurred for mowing and/or debris removal by levying assessments against respective lots and parcels upon which such remedial work was performed by or on behalf of the City.

RECOMMENDED MOTION

- Adopt an ordinance levying special assessments upon certain properties the costs incurred by the City of Derby in abating nuisances found to exist thereon.

8.3 VFW Request for Event Street Closures

BACKGROUND:

- VFW Post 7253 has submitted applications for Temporary Use Permits for two events they are hosting this summer: one on June 20th and the second on July 18th. Planning & Engineering staff are working with the applicant to obtain all required documents for approval of the permit.
- To ensure the safety of those attending these events, the VFW has requested the closure of Washington St. from the west side of Baltimore Ave. to the alleyway to the west of the railroad tracks as shown on the attached map.
 - On Saturday, June 20, 2026, the VFW will be holding a Poker Run, for which they request the closure from 8:00 a.m. through 6:00 p.m., allowing for cleanup and tear down of the event.
 - On Saturday, July 18, 2026, to accommodate their Commander's Picnic, the street closure is requested from 8:00 a.m. through 5:00 p.m.
- Members of the VFW will set up, tear down, and man the barricades for the event.

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- Public Works will drop off the needed barricades in advance of each event and later pick them up.

LEGAL CONSIDERATIONS:

- The City Council has authority to close roads for specific times to facilitate the safety of public events.

RECOMMENDED MOTION

- Approve the street closures for June 20 and July 18, 2026, as proposed.

8.4 Extension of Electrical Service to serve the Water Treatment Plant

BACKGROUND:

- A new electrical line is necessary to provide the 3-phase power necessary to operate the city's proposed Water Treatment Plant (WTP) on Hillside St. just north of 95th St. South.
- The closest existing 3-phase power is along Hillside St. north of 83rd St. South, approximately 1 mile north of the proposed WTP.
- Evergy has indicated they are willing to extend the required power to the site but the city would be responsible for trimming or removing the existing trees within the corridor.
- Evergy provided costs for both trimming and full removal of the trees. Evergy prefers full removal of the trees to avoid future maintenance costs.
 - The proposed cost for full removal of the trees is \$160,000.
 - The proposed cost for tree trimming is \$65,000.
- City staff has indicated a willingness to pay for trimming but not the increased cost for removal at this time.
- The tree trimming will be performed by Evergy's staff.

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- Funds are available in the Water Fund to pay for the expenditure.

RECOMMENDED MOTION

- Authorize payment to Evergy in an amount not to exceed \$65,000 for tree trimming necessary to extend electrical service to the Water Treatment Facility.

8.5 Resolution Amendment and Public Improvements to Serve Spring Ridge 4th Addition

BACKGROUND:

- Spring Ridge 4th Addition is generally located south of Meadowlark and west of Spring Ridge Drive (location map attached). The 4th Addition is a replat of 21.95 acres of Spring Ridge Addition that was originally platted in 2000.
- The developer has provided financial guarantees required for the City to construct public improvements for this phase of the development.
- The improvements including stormwater drainage, water, paving, and sanitary sewer will result in 24 buildable single-family lots.
- Bids for the improvements were received and opened on May 12, 2026:

<u>Bidder</u>	<u>Bid Amount</u>
Mies Construction	\$576,000.00
Nowak Construction Co.	\$555,605.50
PSE Contractors, LLC	\$643,548.75
McCullough Excavation, Inc.	\$555,326.00
Fremar Corporation	\$643,201.35
Duling Construction Co.	\$662,202.50
Dondlinger & Sons Construction	\$663,105.50
<i>Engineer's Estimate Provided by BHC, Inc.</i>	<i>\$753,617.85</i>

- While the low bid from McCullough Excavation is below the engineer's estimate; the stormwater improvements portion exceeds the authorized funding allowed by the existing resolution, therefore an amendment to the associated resolution is necessary.
 - The final stormwater design requires additional stormwater sewer pipes, structures and grading that were not anticipated at the time the original petition was developed.
 - The additional improvements will also facilitate and reduce costs for the subsequent phases.
- The developer has submitted a petition requesting the City to amend the original resolution to accommodate the additional costs.
- The bid tabulation for improvements is attached.

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- The cost of the improvements will be paid 100% by the improvement district.
- The improvements will also eliminate a dead-end street (Glen Hills Dr) and provide redundancy for the water distribution which will improve accessibility and water services.

LEGAL CONSIDERATIONS:

- The attached amending resolution was prepared by the City's bond counsel, Gillmore & Bell, P.C.

RECOMMENDED MOTION

- Adopt a resolution amending Resolution No. 51-2025 and authorize execution of an agreement in the amount of \$555,326 with McCullough Excavation, Inc. for construction of public improvements to serve phase 1 of Spring Ridge 4th Addition.

8.6 Relocation of Utilities for N. Woodlawn Blvd. Reconstruction

BACKGROUND:

- Woodlawn Boulevard is currently under design and is scheduled to be bid for construction in 2026.
- Portions of Sedgwick County Rural Water District #3 water lines are in conflict with the reconstruction work and must be relocated prior to construction.
- The water lines that are in conflict are within a private easement to RWD #3 and therefore the City is responsible for the cost of relocation.
- RWD#3 provided costs for water line relocation in the amount of \$40,765.00.
- The water line relocation will be performed by RWD #3.

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- Funds are available in the project fund budget to pay for the expenditure.

RECOMMENDED MOTION

- Authorize payment to Sedgwick County Rural Water District #3 in an amount not to exceed \$40,765.00 for water line relocation necessary to reconstruct Woodlawn Blvd. to an urban standard.

Jenny Webster moved, seconded by Wayne Molt, Jr., to approve the Consent Agenda, as presented.

RESULT:	Carried (Item 8.3 was 7-0 with 1 abstention; all other items passed 8-0)
MOVER:	Jenny Webster
SECONDER:	Wayne Molt, Jr.
AYES:	Gabe McKeever, Kristi Truitt, Mike Neel, Nick Engle, Jenny Webster, Wayne Molt, Jr., and Jared Brown
ABSTAINED:	Jessica Rhein (for Item 8.3 only)

9 NEW BUSINESS

9.1 Second Reading: Zoning and Subdivision Regulation Amendments

Scott Knebel, City Planner, gave the agenda report.

BACKGROUND:

- On May 12, 2026, the City Council held a first reading of the attached ordinances adopting amendments to the zoning and subdivision regulations and approved further consideration of the matter with a second reading.
- There are no substantive changes to the proposed ordinances since the first reading.
- The attached ordinances amend zoning and subdivision regulations to address the following issues:
 - Permitted Material for Non-Screening Fences
 - Permitted Size of Outdoor Display Areas in B-3 and B-4
 - Lot Splits with Access by Easement
 - Time Extensions for Temporary Use Permits
 - Equipment Rental and Sales
 - Front Yard Utility Easements
 - Parking Requirements
 - Duplex Design Standards and Density Options
 - Building Variety Standards
 - Design Criteria for Accessory Structures
 - Administrative Adjustment of the Compatibility Setback
 - Entry Monuments
 - Fences in Front of the Principal Structure
 - Width of Pedestrian Access Ways
 - Accessory Structures in Easements
 - Use Limitations in the B-1 District
 - Basic Industry

LEGAL CONSIDERATIONS:

- K.S.A. 12-749 and K.S.A. 12-757 sets out the procedure for adoption of subdivision and zoning regulation amendments. All conditions precedent to the Council's consideration of adoption of the recommended amendments have been satisfied.
- In accordance with state law, the Council may take one of the following three actions when considering adoption of the recommended amendments:
 - Adopt the recommendation of the Planning Commission and adopt the amendments by ordinance by a majority vote (5 votes).
 - Override the recommendation of the Planning Commission and disapprove or modify the amendments by a 2/3 majority vote (6 votes).
 - Return the recommendation to the Planning Commission with a statement specifying the basis for the Council's failure to approve or disapprove (5 votes).
- If approved, the amendments will become effective after publication of the adopting ordinances in the official city newspaper.

RECOMMENDED MOTION

- Adopt an ordinance amending the zoning regulations of the City and adopt an ordinance amending the subdivision regulations of the City as presented.

Jenny Webster moved, seconded by Nick Engle, to adopt an ordinance amending the zoning regulations of the City and adopt an ordinance amending the subdivision regulations of the City as presented.

RESULT:	Carried
MOVER:	Jenny Webster
SECONDER:	Nick Engle
AYES:	Gabe McKeever, Kristi Truitt, Mike Neel, Nick Engle, Jenny Webster, Wayne Molt, Jr., Jessica Rhein, and Jared Brown

9.2 Paving Improvements to Serve Crosswater 2nd Addition

Alex Lane, City Engineer, gave the agenda report.

BACKGROUND:

- The Courtyards at Crosswater 2nd Addition is a replat of The Courtyards at Crosswater Addition located on the north side of Meadowlark Blvd east of St. Mary Church.
- The parcel of land with 104 single-family residential lots was replatted in 2025 to 109 lots.
- The developer desires to develop in multiple phases. A map showing the lots and improvements is attached.
- The Phase 1 paving improvements will result in 48 buildable lots. A collector street (Spring Ridge Dr) is required to be constructed for the initial phase.
- On May 12, the following bids were opened for construction of paving improvements:

Bidder	Bid Amount
APAC-Kansas	\$1,351,355.02
Conspec Inc. D.B.A Kansas Paving	\$1,209,212.05
Pearson Construction	\$1,381,095.55
<i>Engineer's Estimate*</i>	<i>\$1,274,546.00</i>

**Engineer's Estimate provided by MKEC*

- The bid amounts for all parts of the project are still within the values authorized by the corresponding resolutions (see attached bid tab).
- Sanitary Sewer, drainage, water main improvements to serve the first phase are currently under construction.

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- The costs for the local paving and incidental stormwater improvements will be assessed 100% to the Improvement District.
- Because Spring Ridge Drive improvements will provide a connection for future developments, the City's Policy on the Financing of Public Improvements provides for a portion of the cost of collector street improvements.
- Spring Ridge Drive will be a "Derby Grand Tour" collector street with wide sidewalks on both sides and landscaped medians.
- The cost of the improvements is \$685,778.90 and will be assessed as follows:
 - 46.9% of the construction cost (\$321,630.30) will be assessed to the Improvement district.
 - 53.1% of the construction cost (\$364,148.60) will be paid by the City-at-large.

RECOMMENDED MOTION

- Authorize execution of an agreement with Conspec Inc. in an amount not to exceed \$1,209,212.05 for construction of paving improvements to serve The Courtyards at Crosswater Second Addition.

Council Member Kristi Truitt said on the north end of Derby, at Rough Creek, we have had several median landscaping issues. From those problems, I thought we were trying to move away from that type of design.

Alex Lane, City Engineer, said we are moving away from allowing any median monument signs. There will not be anything like that on these types of roads and the City will have full control over the median areas. In the past, we may not have had the foresight to anticipate some of the problems that have arisen; moving forward we will have a better handle on potential issues.

Kiel Mangus, City Manager, added most median problems have involved monument signs, which the City does not own. This will be our road and our median which our Public Works landscaping staff and arborists will work with our Planning Department on how this is designed to avoid any obstruction of the vision triangle. This will be a unique concept we hope to carry forward into other areas.

Council Member Mike Neel asked will this be like what is on James St. east of Rock Rd., where the trees go almost all the way to High Park?

Mr. Lane replied yes, it will be similar to that section of James St.

Mr. Mangus pointed out this will have wider hike and bike path sidewalks on both sides. Some parts of James have that as well, but this will be throughout on both sides of the street.

Jenny Webster moved, seconded by Nick Engle, to authorize execution of an agreement with Conspec Inc. in an amount not to exceed \$1,209,212.05 for construction of paving improvements to serve The Courtyards at Crosswater Second Addition.

RESULT:	Carried
MOVER:	Jenny Webster
SECONDER:	Nick Engle
AYES:	Gabe McKeever, Kristi Truitt, Mike Neel, Nick Engle, Jenny Webster, Wayne Molt, Jr., Jessica Rhein, and Jared Brown

9.3 Madison Avenue Crossing and Park Hill TEAP Study

Alex Lane, City Engineer, gave the agenda report.

BACKGROUND:

- The City coordinated with KDOT to complete a Transportation Engineering Assistance Program (TEAP) study related to pedestrian crossings near Derby Middle School and Park Hill Elementary.
- The primary purpose of the studies was to evaluate the potential justification for a marked pedestrian crosswalk across Madison Avenue near the northeast corner of the school property.
- A secondary objective of the study was to review the existing marked crosswalk at Park Hill St. and Rushwood Dr. to determine if changes are needed and whether the crossing remains justified under current conditions.

TEAP Study Process:

- The Transportation Engineering Assistance Program (TEAP) is a service provided by KDOT to assist local governments with transportation-related engineering evaluations and recommendations.
- After a successful application process, a consultant is hired by KDOT from a prequalified pool and the study is initiated.
- TEAP studies are commonly used to evaluate:
 - Traffic operations
 - Pedestrian accommodations
 - Roadway safety concerns
 - Signing and striping improvements
 - Traffic control devices
- The study process generally includes:
 - Interview with representatives from the local authority

- Field observations
- Traffic and pedestrian counts
- Review of roadway geometry and sight distance
- Crash history review
- Comparison against recognized engineering guidance and warrants
- Following the evaluation, the consultant provides findings and recommendations to assist the City in making informed transportation decisions.

Study Procedure and Results:

- The study included observations during school arrival and dismissal periods.
- Pedestrian crossing activity and traffic operations were evaluated along Madison Ave. near Derby Middle School.
- Existing roadway conditions, traffic counts and gaps, and crash history were reviewed.
- The existing crosswalk at Park Hill St. and Rushwood Dr. was also evaluated for continued necessity and operational effectiveness under current conditions.
- The study recommendations indicate that a crosswalk on Madison Ave. at the northeast corner of Derby Middle School property (near Marguerite Pkwy.) is not recommended, although other improvements should be considered.
- The study also found that the crosswalk near E. Rushwood Dr. and Park Hill St. is no longer necessary and should be removed.
- The City Engineer will present information from the study at the meeting.

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- As noted TEAP is administered by KDOT. The program provides federal funds to local cities and counties to address traffic engineering needs typically focused on roadways or intersections that are not on state routes addressed by KDOT staff.
- The City applied for the study and was selected by KDOT staff for the project (there is a limited pool of funds KDOT has for TEAP studies so it is typically first-come, first-served).
- There is no cost to the City for the study. Implementation costs are expected to be minimal from the study results. PW Street staff will remove the crosswalk near Park Hill and any signage additions/needs from the City will be addressed and implemented through PW staff as well.

RECOMMENDED MOTION

- Receive and file the report.

Kiel Mangus, City Manager, said you might be asking why the Park Hill crosswalk was even there to begin with, so I'll give a little history. At the time, there were all those houses to the south and west. For the children who lived on Rushwood, there were no sidewalks on that side of the street, and they needed a safe place to cross over to take the sidewalk to school. As the development filled

in, sidewalks were added and now extend all the way to the school where they can cross more easily and safely.

Council Member Wayne Molt, Jr. expressed concern about the recommendation to increase the speed on Madison Ave. to 35 mph near Derby Middle School and the idea of a school area versus a school zone. I know we all see the social media complaints that Derby PD likes to sit and catch drivers where the speed limit changes from 35 to 30, but if that were a school zone, the fines for those stops would increase. The fact of the matter is, to get a change in behavior, a hit to the pocketbook is a great motivator. If this were a school zone, fines issued during school hours would be higher, correct?

Mr. Mangus confirmed fines are higher within a school zone, during limited timeframes on school days. If we look at the history of Madison, near what is now Madison Avenue Central Park was within a school zone when St. Mary's school was there. When the school went away, so did that school zone. If we wanted to add a school zone on Madison near the Middle School, we would need to work with our engineers to determine where the zone should be and what would be required for such a change. I agree that the study's recommendation to increase the speed here seems counterintuitive, but many of the accidents occurring in this area are speed-adjacent and distraction-adjacent. If one driver is going 10 mph over and another is driving 2 mph over the posted speed and someone has their phone in their hand, when a sudden stop is needed, a rear-end collision can easily happen. If we did make this section 35 mph, would that make all of Madison the same?

Mr. Lane replied Madison would then be one speed limit all the way from K-15 to Rock Rd., yes.

Mr. Molt said I think we should really take time to think this through regarding any changes. As you mentioned, the sidewalk is all the way up to the curb and if drivers are speeding or distracted, popping up onto the curb could cause some serious harm. As we make our decision, we need to keep kids' safety our top priority.

Mr. Mangus asked does the study recommend we put a school zone on Madison?

Mr. Lane said the recommendation is for it to be designated a school area, rather than a school zone. This would involve additional signage to bring more awareness to drivers that they are passing a school.

Council Member Kristi Truitt agreed with Mr. Molt that if this were updated to be a school zone, at least during school hours drivers would be forced to slow down or face heavy penalties. I want to point out that while this area by the stadium may be problematic during peak school hours, it really becomes a bigger issue on a Friday night when there is a football game. I'm curious if that was brought up at all during this study; did the study observe any of that pedestrian activity?

Mr. Lane said I do not believe so. The study times fell outside of football season, so it was not a factor considered.

Ms. Truitt said I could see where a crosswalk there could be a benefit since so many people park through those adjacent neighborhoods and walk to the stadium. Even though doing so is discouraged, it is a reality. The recommended motion stated in the agenda is to receive and file the report. What action items will be taken from here? What happens next?

Mr. Lane said the opinions and direction from Council are important. Staff will work with you to help make things happen. For instance, the matter of needing to update and modernize the sidewalk. If that is something the Council feels strongly we should pursue, then staff will work to put a project together toward that goal. In fact, as we talk about possibly raising the speed limit, I would feel more comfortable doing so if the sidewalk is updated first.

Mr. Mangus said if we were to put a school zone on Madison, are there certain requirements for school zones that we would need to follow in order for it to qualify as one?

Mr. Lane said there are specific requirements we would need to meet. I do not know all of those off the top of my head but could look it up and report back to you. I do know various signs would need to be added as well as some kind of flashing beacon but would need to verify all the requirements.

Mr. Mangus pointed out for the removal of the crosswalk in the Park Hill area, we will be using our own staff and equipment to complete the work involved. On Madison, the additional signs can be produced in-house as well. As Mr. Lane stated, I don't believe we would increase the speed limit without first completing a very expensive sidewalk project. We need to evaluate the cost of that and what it would entail. I imagine we would work it into our overall sidewalk and street projects we do. Right now, this is a functional sidewalk, and updates are made more difficult with the retaining wall and right-of-way issues. Without going into existing yards, we'd have to narrow roads to make the changes. That is what is sometimes called a road diet, and while it does reduce speeds, it is also a very unpopular action to take. I think further evaluation is needed on the matters of the speed limit and sidewalk but adding signage and other low-hanging fruit can easily be completed by our staff for this area.

Council Member Jared Brown said I have similar concerns as those already shared, and I appreciate the input from everyone. I am no expert, but I do have a couple of outside-the-box ideas to put forth. The sidewalk by the retaining wall looks to be a fairly wide one; do you know the width by chance?

Mr. Lane replied it is probably 5- or 6-feet wide.

Mr. Brown said since it is fairly wide, could alternative safety measures be put in, like a metal railing or some kind of fence-like obstruction between pedestrian and vehicle traffic? Not a true traffic guardrail, but perhaps a structure of 2-inch pipe with a top and bottom rail? It will not keep a car out, but if someone is driving distractedly and pops the curb, their car will sustain more damage and slow the progress toward any pedestrians present. I'm not sure if that could be done, but it was an alternative idea I thought I'd put out there. I have 3 kids in middle school, another going to high school, and two in elementary school, so this is all top of mind to me as a parent. Regarding the speed limit, I don't necessarily have a problem with 35 mph here when there are no children present. If we explore adding a school zone, could it drop that to 20 or 25 mph for limited timeframes when students are present?

Mr. Lane said a school zone includes notification during those hours, usually with some kind of flashing lights.

Mr. Mangus stated all of our school zones throughout Derby include limited timeframes for the lowered speed. Most of the associated lights are solar-powered and programmed to be active only during the peak hours for days school is in session. The rest of the time, the speed limit around schools goes back to the normally posted limit.

Mr. Brown said I think that may provide a happy medium where we do raise it to 35 mph during non-school times but lower it for school days and times. I really appreciate having this study and the data it offers in relation to the Park Hill crosswalk. This is in the ward Ms. Webster and I serve, and I'm sure she hears just as much about the area as I do from residents. This study is very helpful to have as I'm sure we will field questions about why we removed this crosswalk. We can show it was a data-driven decision. We want to encourage students to use the actual school crosswalk where an actual crossing guard is on duty to help them safely cross. We also hear those advocating for a crosswalk at the pool or the playground. The truth is, we could put a crosswalk every 100 feet, but it wouldn't make things safer. As I've taught my own children, we need to be cautious when crossing any road, carefully looking both ways to be sure the way is clear of cars.

Mr. Lane agreed saying when we have crosswalks everywhere, they begin to mean nothing. One standard I try to use when determining if we should add one is, do 20 people an hour cross here at peak times? The same can be said of signage; if we add them everywhere, people stop paying attention to them.

Mr. Mangus said I think it is important to speak a little about the speed piece, too. We receive many complaints regarding speed. When you are standing stationary in your yard, a car going by at 30 mph looks really fast. All of our residential neighborhoods are 30 mph and school zones are 20 mph. This study showed us the average speed in the area was 28 mph, so there were those going a bit faster as well as those driving more slowly. A study does not get rid of enforcement from our police department; they will continue to enforce speed

limits on our arterial streets, within our neighborhoods, and especially in our school zones.

Mr. Molt said I really appreciate the work that went into this study as well as the discussion we have had tonight. When we look at the matter of the speed limit versus the sidewalk, it will take a bit more discussion and planning. When I look at some of those trees that might need to be removed in order to modernize the sidewalk, I see it becoming a contentious matter. Even if those trees are replaced, it will be several years, if not decades, before new trees would approach the size and scope of the ones there now. It will be a balancing act moving forward as we consider all the factors. As others have said, I agree the speed limit could be higher if the sidewalk were safer. I trust our staff to explore all possibilities and bring us some project solutions to consider further. Thank you, again, for looking into all of this and sharing the findings with us.

Wayne Molt, Jr. moved, seconded by Jenny Webster, to receive and file the report.

Council Member Mike Neel asked did any part of this study involve the school board or administration?

Mr. Lane replied I do not believe the consultant had any interactions with the schools.

Mr. Neel said I think it would be valuable to hear their feedback since we are talking about decisions that are adjacent to and affect two of their assets. They may have some insight we do not.

Mr. Lane noted the individual whose question prompted the study is a teacher at the Middle School. He contacted us as a private citizen, however, not on behalf of the school.

Council President Jenny Webster said I 100% agree with Mr. Brown and add my thanks for the information about Park Hill; we do get a lot of calls regarding that area. I think Madison is always going to generate conversations and have options considered. I have always wondered why Woodlawn is a school zone by DMS, but Madison is not. We will look to staff to lead the way in what our next steps should be and what makes the most sense, both for safety and fiscal responsibility. Football nights are particularly crazy with a lot of folks darting across the street rather than taking the time to use the crosswalk. I hate that; it makes me very nervous. As Mr. Brown said, we all do need to take personal responsibility to use caution ourselves as well as to teach our children about safety in crossing streets. I appreciate that we are making data-driven decisions from sources like the TEAP study. I also agree with Mr. Neel that we should look to draw USD into the discussions as we look at what actions we can take near the Middle School.

Council Member Jessica Rhein asked about a comment earlier. Did I hear if we change this section, the speed limit on Madison will be 35 mph from K-15 to Rock Rd.? Isn't the portion from K-15 to Woodlawn still a 30 mph zone?

Mr. Mangus corrected the previous statement. I misspoke; it would be 35 mph from Woodlawn to Rock Rd. Thank you for clarifying.

Mayor Mark Staats asked how was the TEAP study done? Is it with counters on the road like when we clock traffic for WAMPO numbers?

Mr. Lane said no. You may recall in our recent budget session I presented an item on Miovision cameras as a useful tool for our department. Those were used for this study and provided a lot of great data.

Mayor Staats asked how many days or hours of information were captured?

Mr. Lane said I believe it was around 48 hours of data.

RESULT:	Carried
MOVER:	Wayne Molt, Jr.
SECONDER:	Jenny Webster
AYES:	Gabe McKeever, Kristi Truitt, Mike Neel, Nick Engle, Jenny Webster, Wayne Molt, Jr., Jessica Rhein, and Jared Brown

9.4 Updates to the List of Council Priorities

Kiel Mangus, City Manager, gave the agenda report.

BACKGROUND:

- Staff and Council have made progress on the 16 approved priorities last updated in February.
- Some items have been completed and are recommended for removal from the list. A status report and updates on items will be presented at the Council meeting.
- Three items are proposed to be removed from the list:
 - Item 3-High Park Phase 1 Construction.
 - ☐ Ribbon cutting for the new facility is Friday, May 29, and the project is complete.
 - ☐ Park updates include a new playground, splash pad, two new restrooms, additional parking, 8 lighted pickleball courts, amphitheater restroom upgrades, and Zimmerman Shelter upgrades.
 - Item 4-Senior Center Construction.
 - ☐ The new Senior Center officially held a ribbon cutting on April 14 and opened to the public April 20.
 - ☐ Staff is adjusting to the new space and will continue to tweak programming to best fit our operations. We do anticipate bringing back some fee resolution updates this fall regarding rental of the multipurpose space at the center.
 - Item 5-Duplex Design Standards & Density Options.

- ☐ The City Council's second reading and consideration of ordinances updating the City's Zoning & Subdivision Regulations includes recommendations regarding this issue. If approved, the new duplex density options and design standards will go into effect upon ordinance publication.
 - ☐ The Zoning and Subdivision Regulations Committee worked through this item and received recommendations of approval from the Planning Commission as well before final approval by Council. A public workshop was also held in early April on these items with mostly positive feedback from the community.
 - The following items are recommended to be added to the shorter-term projects and policies list:
 - Franchise Trash Contract.
 - ☐ The City has franchised for curbside recycling and trash pickup services since 2009. The franchise trash agreement has saved Derby citizens money by using a single-source hauler and has helped prevent further damages to City streets with multiple trash trucks driving over them.
 - ☐ The current 5-year franchise trash contract with Waste Connections ends at the end of 2026.
 - ☐ Staff has prepared an RFP for a new franchise trash contract agreement and has put it out for consideration. The new contract is anticipated to be 7 years with options for 3 additional years. It is anticipated that staff will bring back options for Council consideration this summer.
 - City Strategic Plan Update.
 - ☐ Derby's current strategic plan has been in place since 2013 with affirmation by Council last received in 2021. A strategic plan update is included in the 2026 budget.
 - ☐ It is anticipated that an RFP will be drafted and distributed in late summer/early Fall for a consultant to help update the strategic plan.
 - ☐ The intention is to have the consultant work with City Council and staff on a 4–5-year strategic plan that would update our current plan and merge our priority list update process with a community feedback process as well. The updated strategic plan will serve as the primary policy guidance document for City Council and staff, providing a clear and actionable framework for decision-making, resource allocation and organizational direction.
 - The following items are recommended to be moved up from the watch list to the priority list:
 - Shorter-Term:
 - ☐ Countywide Sales Tax Distribution.
 - ☐ The Kansas Legislature ended up not passing a bill that would change the countywide sales tax distribution formula but left clear feedback that they would like direction/input from cities and counties on a new formula that would move away from taxes levied as part of the formula.

- ☐ City staff is working with Sedgwick County and other cities in the county, along with a working group of larger cities across the State, to bring back options for consideration by the Kansas Legislature this upcoming session.
 - One item is proposed to be added to the watch list:
 - Comprehensive Plan Update.
 - ☐ Starting in 2027 and continuing over a 4–5-year period, the City will be updating the Vision Derby 2040 Comprehensive Plan. This will include updates to a transportation plan, housing and neighborhoods plan, development and land use plan, comprehensive plan document, and zoning and subdivision regulations.
 - ☐ It is anticipated that near the end of 2026 staff will be preparing an RFP for phase 1 of updates, likely involving transportation and housing.

POLICY IMPLICATIONS:

- When a governing body agrees on priorities, staff time is used most productively. This list mostly includes enhancement projects to be worked on as time allows amid routine responsibilities.

RECOMMENDED MOTION

- Provide feedback and approve the City Council's updated list of priorities.

Council Member Jessica Rhein asked can you please explain what a TIF is for those of us new to Council?

Kiel Mangus, City Manager, said TIF stands for Tax Increment Financing, and it is tied to an area, in this case I believe it begins just north of Walmart and goes to Patriot; the valuation for the area is established and then frozen. When this area is built up, the valuation also goes up, generating additional property taxes, which are captured in the TIF and used to help pay for the public improvements for the district. In this case, it would be road improvements and associated drainage projects. Basically, the incremental increase from new development is captured to pay for public improvements.

Council President Jenny Webster thanked Mr. Mangus for such a thorough update. There are so many things going on in Derby, we appreciate these regular updates to help keep us informed and to have information to share with residents.

Jenny Webster moved, seconded by Mike Neel, to provide feedback and approve the City Council's updated list of priorities.

RESULT:	Carried
MOVER:	Jenny Webster
SECONDER:	Mike Neel
AYES:	Gabe McKeever, Kristi Truitt, Mike Neel, Nick Engle, Jenny Webster, Wayne Molt, Jr., Jessica Rhein, and Jared Brown

9.5 Authorization to Submit Conditional Clearance to KDOT on Rock Rd. Project

Alex Lane, City Engineer, gave the agenda report.

BACKGROUND:

- The City is preparing to begin construction of the North Rock Road Reconstruction Project.
 - This project will improve Rock Road (from Freedom Street to one-half mile north of 55th Street) to urban standards including signalization, storm sewer, sidewalks, and curb and gutter.
 - The project requires acquisition of street right-of-way and temporary construction easements. The majority of land required for the project was acquired through negotiated agreements.
- On February 10, 2026, the City Council approved an ordinance authorizing initiation of eminent domain proceedings to acquire 2 tracts of right-of-way and 2 temporary construction easements on property owned by The Bridge 55, LLC.
- A Petition for Proceedings in Eminent Domain was filed in the Sedgwick County District Court on March 19, 2026, and, following required notices, the consideration hearing was held on April 21, 2026.
- Following the hearing, the Court found that the City is a municipality vested with the power of eminent domain and the taking is necessary to the lawful corporate purposes of the city.
- Staff would like to proceed with submitting a request for conditional clearance to KDOT to secure federal funding and keep timelines moving while the eminent domain process proceeds.
- The attached agreement sets forth the City's obligations with regard to the conditional clearance request.

LEGAL CONSIDERATIONS:

- The eminent domain process has taken longer than anticipated.
- The conditional clearance document confirms the City's intent to finalize land acquisition through the eminent domain process and authorizes payment of the appraisal award subject to the City's ability to appeal the award.
- The requested action tonight authorizes both submission of the Conditional Clearance form and payment of the appraisal award in the eminent domain proceedings once received.
 - The City Manager and City Attorney will seek additional approval from the City Council if it is recommended that an appeal of the award be filed.

RECOMMENDED MOTION

- Authorize submission to KDOT of a Request for Conditional Clearance for the Rock Rd. project in a final form acceptable to the City Engineer as the City's designated project representative and authorize the City Manager to approve payment of the appraisal award in the eminent domain proceedings.

Kiel Mangus, City Manager, said we are going through eminent domain proceedings, and as you know we are on a limited timeline for this project since it is tied to federal funds that have a deadline. This allows us to de-couple the project from the eminent domain process so that if the outcome of the process is one we disagree with, we can seek an appeal process while still moving forward and eliminating the risk of losing the funding for the project while everything related to eminent domain is finalized.

Council Member Wayne Molt, Jr. thanked Mr. Mangus for the additional explanation. I like that we are doing all we can to stay ahead of things and secure the funding. Since we are taking this step, does that mean negotiations are not going well?

Jacque Butler, City Attorney, said essentially, we had our consideration hearing where the judge assigned finishing the journal entry of the proceedings to counsel for the landowner. I have been working for over a month now to negotiate instructions for the appraiser panel and get responses. This is the same attorney we have had difficulty receiving responses from in other matters previously. There have been delays in getting the journal entries filed. That filing triggers the notices for the appraisal hearing, which triggers the deadline for filing the appraiser's report, which triggers the deadline for payment of the award. We are doing all we can to keep things moving along and even exploring other possible ways to get those journal entries filed.

Mr. Mangus said I wouldn't characterize this as the negotiations not going well; it is more a matter that we expect the full eminent domain process to play out to the end. Once the panel of 3 appraisers is assigned, they will set the price by which we must abide.

Wayne Molt, Jr. moved, seconded by Jenny Webster, to authorize submission to KDOT of a Request for Conditional Clearance for the Rock Rd. project in a final form acceptable to the City Engineer as the City's designated project representative and authorize the City Manager to approve payment of the appraisal award in the eminent domain proceedings.

RESULT:	Carried
MOVER:	Wayne Molt, Jr.
SECONDER:	Jenny Webster
AYES:	Gabe McKeever, Kristi Truitt, Mike Neel, Nick Engle, Jenny Webster, Wayne Molt, Jr., Jessica Rhein, and Jared Brown

10 EXECUTIVE SESSION

- 10.1 **Jenny Webster moved, seconded by Nick Engle, to take a 5-minute break and then recess to Executive Session with City management and the City Attorney for 35 minutes regarding consultation with the City Attorney on matters which would be deemed privileged under the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2) for the purpose of receiving legal advice regarding the City's STAR Bond project and development**

agreement. The open meeting will reconvene here in the Meeting Room at 8:25 p.m.

RESULT:	Carried
MOVER:	Jenny Webster
SECONDER:	Nick Engle
AYES:	Gabe McKeever, Kristi Truitt, Mike Neel, Nick Engle, Jenny Webster, Wayne Molt, Jr., Jessica Rhein, and Jared Brown

Council President Jenny Webster returned the meeting to open session at 8:25 p.m. and said no binding action was taken in Executive Session.

11 ADJOURNMENT

Nick Engle moved, seconded by Jenny Webster, to adjourn the meeting at 8:25 p.m.

RESULT:	Carried
MOVER:	Nick Engle
SECONDER:	Jenny Webster
AYES:	Gabe McKeever, Kristi Truitt, Mike Neel, Nick Engle, Jenny Webster, Wayne Molt, Jr., Jessica Rhein, and Jared Brown

City Clerk

Mayor

Consent Agenda Item



Subject: Assessment Ordinance for Nuisance Abatement
Meeting: City Council - 23 Jun 2026
Presented by: Lynn Ciarleglio, City Clerk

BACKGROUND:

- City ordinance requires debris be removed from properties and lawns be maintained at 10 inches or less to protect the public health and safety.
- The City has incurred costs in abating nuisances found to exist on 17 properties, with one property incurring two abatements: 1 commercial property, 3 owner-occupied, and 13 vacant lots.
- Because affected lots are often in foreclosure or in the process of being sold, timely assessment is important to an equitable recovery of City funds.

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- Costs total \$5,185, which include the City's mowing and debris removal costs plus administrative fees.

LEGAL CONSIDERATIONS:

- City ordinance authorizes staff to mow excessively tall vegetation and remove debris when property owners fail to do so. Staff seeks to collect reimbursement through informal efforts to avoid the need for more formal remedies. Charges not timely paid may be assessed against the properties on which the work was performed.
- The City is authorized to recover costs incurred for mowing and/or debris removal by levying assessments against respective lots and parcels upon which such remedial work was performed by or on behalf of the City.

RECOMMENDED MOTION:

- Adopt an ordinance levying special assessments upon certain properties the costs incurred by the City of Derby in abating nuisances found to exist thereon.

ATTACHMENTS:

[062326 Abatement List](#)

[062326 Nuisance Abatement Ordinance](#)

<u>Property Owner</u>	<u>Property Address</u>	<u>Legal Description</u>	<u>Work Done</u>	<u>Invoice</u>	<u>Fee</u>	<u>Total</u>
Dallas D. Sawyer Rev. Trust	406 N. Willow Dr.	LOT 2 BLOCK J BROOKWOOD ADDITION	debris removal	\$450.00	\$75.00	\$525.00
Sean R. & Shannon C. Cockrell	307 N. Brookwood Dr.	LOT 7 BLOCK I BROOKWOOD ADDITION	debris removal	\$450.00	\$75.00	\$525.00
Marcia K. Scurfield	1100 E. Patridge Cir.	LOT 5 BLOCK 1 OAKWOOD VALLEY ESTATES ADD.	debris removal	\$450.00	\$75.00	\$525.00
Marcia K. Scurfield	1100 E. Patridge Cir.	LOT 5 BLOCK 1 OAKWOOD VALLEY ESTATES ADD.	mowing	\$120.00	-0-	\$120.00
Derby Destination Development, LLC.	<i>no street address</i>	RESERVE C MARC ADD TO DERBY	mowing	\$80.00	\$75.00	\$155.00
Derby Destination Development, LLC.	<i>no street address</i>	LOT 1 BLOCK A MARC ADD TO DERBY	mowing	\$80.00	\$75.00	\$155.00
Derby Destination Sandbox, LLC	2412 N. Rock Rd.	LOT 1 BLOCK 1 DERBY SPORTS ZONE ADDITION	mowing	\$160.00	\$75.00	\$235.00
Derby Destination Development, LLC.	<i>no street address</i>	LOT 1 BLOCK B MARC ADD TO DERBY	mowing	\$640.00	\$75.00	\$715.00
Derby Destination Development, LLC.	<i>no street address</i>	LOT 2 BLOCK A MARC ADD TO DERBY	mowing	\$80.00	\$75.00	\$155.00
ACCN Enterprises, LLC.	1849 E. Patriot Ave.	LOT 2 BLOCK A EL PASO CROSSING 2ND ADDITION	mowing	\$200.00	\$75.00	\$275.00
ACCN Enterprises, LLC.	<i>no street address</i>	LOT 4 BLOCK A EL PASO CROSSING 2ND ADDITION	mowing	\$120.00	\$75.00	\$195.00
ACCN Enterprises, LLC.	<i>no street address</i>	LOT 5 BLOCK A EL PASO CROSSING 2ND ADDITION	mowing	\$120.00	\$75.00	\$195.00
ACCN Enterprises, LLC.	<i>no street address</i>	LOT 6 BLOCK A EL PASO CROSSING 2ND ADDITION	mowing	\$120.00	\$75.00	\$195.00
ACCN Enterprises, LLC.	<i>no street address</i>	LOT 7 BLOC A EL PASO CROSSING 2ND ADDITION	mowing	\$120.00	\$75.00	\$195.00
ACCN Enterprises, LLC.	<i>no street address</i>	RESERVE B EL PASO CROSSING ADDITION	mowing	\$240.00	\$75.00	\$315.00
ACCN Enterprises, LLC.	<i>no street address</i>	RESERVE C EL PASO CROSSING ADDITION	mowing	\$80.00	\$75.00	\$155.00
Commercial Equity, Inc.	<i>no street address</i>	LOT 3 EXC THE N 100 FT THEREOF BLOCK A OAKS COMMERCIAL 5TH ADDITION, THE	mowing	\$200.00	\$75.00	\$275.00
Commercial Equity, Inc.	<i>no street address</i>	N 100 FT BLOCK A OAKS COMMERCIAL 5TH ADDITION, THE	mowing	\$200.00	\$75.00	\$275.00
						\$5,185.00

ORDINANCE NO. _____

AN ORDINANCE LEVYING AS SPECIAL ASSESSMENTS UPON CERTAIN REAL PROPERTY, HEREINAFTER DESCRIBED, DIRECT AND INDIRECT COSTS INCURRED BY THE CITY IN MOWING GRASS, CUTTING WEEDS, REMOVING DEBRIS OR OTHERWISE ABATING NUISANCES FOUND TO EXIST THEREON.

WHEREAS, the City of Derby has incurred certain costs in abating nuisances found to exist upon certain real property located within the City; and

WHEREAS, the City is authorized to recover so much of such costs as remains unpaid by levying the same as special assessments against the respective lots and parcels upon which such remedial work was performed by or on behalf of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DERBY, KANSAS:

Section 1. The sums set out opposite the following lots and parcels of land should be, and the same are hereby, levied as special assessments upon such lots and parcels to pay the cost incurred by the City in mowing grass, cutting weeds, removing debris, or otherwise abating nuisances found to exist thereon during the year 2026:

<u>Legal Description:</u>	<u>Assessment:</u>
Legal: LOT 2 BLOCK J BROOKWOOD ADDITION City of Derby, Sedgwick County, Kansas PIN: 00302991 Address: 406 N. Willow Dr.	\$525.00
Legal: LOT 7 BLOCK I BROOKWOOD ADDITION City of Derby, Sedgwick County, Kansas PIN: 00302982 Address: 307 N. Brookwood Dr.	\$525.00
Legal: LOT 5 BLOCK 1 OAKWOOD VALLEY ESTATES ADD. City of Derby, Sedgwick County, Kansas PIN: 00304002 Address: 1100 E. Partridge Cir.	\$525.00 (1) \$120.00 (2)
Legal: RESERVE C MARC ADD TO DERBY City of Derby, Sedgwick County, Kansas PIN: 30023135 Address: <i>no street address</i>	\$155.00

Legal: LOT 1 BLOCK A MARC ADD TO DERBY City of Derby, Sedgwick County, Kansas PIN: 30023127 Address: <i>no street address</i>	\$155.00
Legal: LOT 1 BLOCK 1 DERBY SPORTS ZONE ADDITION City of Derby, Sedgwick County, Kansas PIN: 30015148 Address: 2412 N. Rock Rd.	\$235.00
Legal: LOT 1 BLOCK B MARC ADD TO DERBY City of Derby, Sedgwick County, Kansas PIN: 30023131 Address: <i>no street address</i>	\$715.00
Legal: LOT 2 BLOCK A MARC ADD TO DERBY City of Derby, Sedgwick County, Kansas PIN: 30023128 Address: <i>no street address</i>	\$155.00
Legal: LOT 2 BLOCK A EL PASO CROSSING 2ND ADDITION City of Derby, Sedgwick County, Kansas PIN: 30015525 Address: 1849 E. Patriot Ave.	\$275.00
Legal: LOT 4 BLOCK A EL PASO CROSSING 2ND ADDITION City of Derby, Sedgwick County, Kansas PIN: 30015527 Address: <i>no street address</i>	\$195.00
Legal: LOT 5 BLOCK A EL PASO CROSSING 2ND ADDITION City of Derby, Sedgwick County, Kansas PIN: 30015528 Address: <i>no street address</i>	\$195.00
Legal: LOT 6 BLOCK A EL PASO CROSSING 2ND ADDITION City of Derby, Sedgwick County, Kansas PIN: 30015529 Address: <i>no street address</i>	\$195.00
Legal: LOT 7 BLOCK A EL PASO CROSSING 2ND ADDITION City of Derby, Sedgwick County, Kansas PIN: 30015530 Address: <i>no street address</i>	\$195.00

Legal: RESERVE B EL PASO CROSSING ADDITION \$315.00
City of Derby, Sedgwick County, Kansas
PIN: 30005701
Address: *no street address*

Legal: RESERVE C EL PASO CROSSING ADDITION \$155.00
City of Derby, Sedgwick County, Kansas
PIN: 30005702
Address: *no street address*

Legal: LOT 3 EXC THE N 100 FT THEREOF BLOCK A OAKS \$275.00
COMMERCIAL 5TH ADDITION, THE
City of Derby, Sedgwick County, Kansas
PIN: 30018799
Address: *no street address*

Legal: N 100 FT BLOCK A OAKS COMMERCIAL 5TH ADDITION, THE \$275.00
City of Derby, Sedgwick County, Kansas
PIN: 30024393
Address: *no street address*

Section 2. This Ordinance shall be effective from and after its publication once in the official City newspaper.

PASSED by the City Council on the ____ day of _____, 2026, and **SIGNED** by the Mayor.

Mark A. Staats, Mayor

ATTEST:

Lynn Ciarleglio, City Clerk

Approved as to form:

Jacqueline R. Butler, City Attorney

Consent Agenda Item



Subject: Street Closure Request for July 4th
Meeting: City Council - 23 Jun 2026
Presented by: Lynn Ciarleglio, City Clerk

BACKGROUND:

- The City has received a request for a July 4th block party street closure on Gasaway Dr. from 4:00 p.m. to 10:00 p.m.
- To ensure the safety of the neighbors, especially the children, participating in the neighborhood celebration, the requested closure is on Gasaway Dr. from Hawthorne Dr. to Cedarbrook Rd., as shown on the attached map.
 - Traffic will be uninterrupted for both Hawthorne Dr. and Cedarbrook Rd.
 - One neighbor's drive (1407 S. Gasaway) will be affected by this closure, and they have agreed to this request.
- The applicant was informed that the approval of this street closure does not grant permission for fireworks to be discharged on public streets, as prohibited by Municipal Code.

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- Public Works does not have any barricades available since these are all in use for the City's Firework Display at High Park, but will allow the requester to check out cones for the purpose of blocking off the street for their event.

LEGAL CONSIDERATIONS:

- The City council has authority to close roads for specific times to facilitate the safety of events.

RECOMMENDED MOTION:

- Approve the street closure for July 4th, as proposed.

ATTACHMENTS:

[062326 July 4th Street Request](#)

1. Name of Organization requesting closure

Sumer Cole (homeowner)

2. Date & Time of requested closure

July 4, 2026

4 p.m. - 10 p.m.

3. Type of event (parade, block party, run/walk, other?)

Block Party - We will have several kids going back & forth from our home to the lake across the street as well as fireworks and it's common for young drivers to drive fast down the street.

NOTES for Parade or a Run/Walk event:

- a. Please attach a map showing the proposed route and requested placement of barricades)*
- b. Verify who will be manning the route/barricades during the event – City staff will provide barricades, but not staff/monitor the event)*

4. Please attach a map showing what streets will be involved, marking where barricades are requested.

Gasaway Dr. between Hawthorne Dr. & Cedarbrook Rd.

NOTE: City staff will provide barricades, but not personnel for staffing the event.

[LC note: all City barricades will be in use for the City celebration at High Park. Requester will need to contact PW to sign for and pick up cones instead. Provided her with this info 06/11/2026]

5. Contact information for person on-site at event (so City staff can get in touch with any questions or issues)

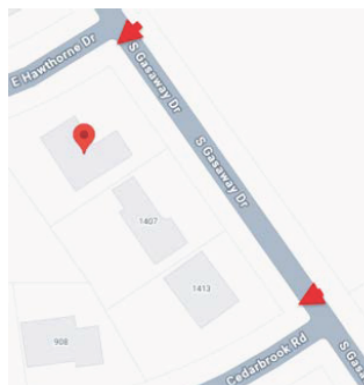
Sumer Cole 316. [REDACTED]

6. How affected neighbors (including any applicable businesses) have been/will be contacted regarding the closure.

Our address is 1401 S. Gasaway Dr.

We only have 1 neighbor at 1407 whose driveway is on that section of the street & they are okay with this closure. The driveway for 1413 Gasaway faces Cedarbrook Rd.

***Traffic would be uninterrupted on Hawthorne & Cedarbrook.**



Consent Agenda Item



Subject: School Resource Officer Agreement
Meeting: City Council - 23 Jun 2026
Presented by: Brandon Russell, Police Chief

BACKGROUND:

- The Derby Police Department provides five School Resource Officers (SROs) to USD 260.
- DHS has two SROs, DMS has one, DNMS has one, and one SRO covers all elementary schools in the City limits.
 - The SROs contribute to overall school security and conflict resolution, provide educational materials to students, serve as mentors/role models and support school staff at school functions.
 - The SROs also teach Drug Abuse Resistance Education (DARE) to 5th grade classes throughout the district.
 - The SROs are a visible deterrent to crime committed on school grounds and document events that occur at their respective schools through police reports.
- The agreement continues the split funding with a 60% USD 260/40% City split for all SROs based on a full year (2080 hours).

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- USD 260 and the City have a 60/40 salary split for each SRO assigned to the schools. The agreement covers 2080 hours per officer (1-year).
- The total amount the District will pay the City for the Fall 2026-Spring 2027 school year is \$321,790.79.
 - Total City of Derby costs will be \$214,527.19.

LEGAL CONSIDERATIONS:

- The agreement has been reviewed by the City Attorney.
- The City is empowered to contract with the District to provide law enforcement officers to serve as SROs.
- The Board of Education will vote on the agreement on June 25, 2026.

RECOMMENDED MOTION:

- Approve the 2026-2027 School Resource Officer Agreement with USD 260.

ATTACHMENTS:

[062326 SRO Agreement 2026-27](#)

School Resource Officer Agreement

THIS AGREEMENT is entered into as of the ____ day of _____, 2026, by and between:

THE CITY OF DERBY, KANSAS, a municipal corporation, and **THE DERBY POLICE DEPARTMENT**, hereinafter referred to as "City;" and

DERBY UNIFIED SCHOOL DISTRICT NO. 260, a political subdivision of the State of Kansas, hereinafter referred at as "District."

FOR AND IN CONSIDERATION OF the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Assignment, Duties and Status of School Resource Officers. The City shall assign, with approval of the school administration, police officers to work in Derby Public Schools located within Derby City limits as School Resource Officers ("SROs"). The City agrees to assign SRO coverage to Derby Middle School, Derby North Middle School, Derby High School, and a floating SRO between city Elementary Schools. Specific coverages and officer schedules will be as agreed upon between the parties. Subject to the provisions of Paragraph 9.C herein regarding future discussions in the event a decision is made to pursue non-traditional schooling options, during days that schools are not in session and students are not present, SROs shall perform such duties as may be directed by the Police Chief.

2. Term. Subject to annual appropriations by City and all provisions of the Kansas Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas, the term of this agreement shall commence on July 1, 2026, and end June 30, 2027; provided that the parties by mutual agreement may extend this agreement by successive terms of one (1) year thereafter.

At all times, this agreement shall be construed and interpreted to be in compliance with Kansas law and either party reserves the right to request modification or unilaterally terminate this agreement at any time if, in the opinion of its legal counsel, the contract may be deemed to violate the terms of such laws.

3. Relationship of Parties. At all times and in all respects, the SRO shall remain an employee of the City of Derby, subject to departmental control and supervision through the established chain of command within the Derby Police Department. Ultimate responsibility for supervision and direction of the SRO shall reside with the City's Police Chief or his/her designee.

4. Responsibilities of City.

- A.** Select, assign and train the SRO;
- B.** The City recognizes the District's preference for training by National Association of School Resource Officers (NASRO) and will make reasonable efforts to utilize NASRO where possible, however, the City reserves the right to select training for Derby officers with quality, impact, feasibility, city priorities, and scheduling considered.
- C.** Provide direction and supervision to the SRO in the performance of the responsibilities in Section 6 herein; and

- D. Provide scheduling and presence of SRO as detailed in Section 8 herein.

5. Responsibilities of District.

A. District shall provide SRO a private, securable office and such services and equipment, including but not limited to a telephone, securable file cabinets, gun safe, and access to a computer, as necessary, at the school.

B. Except as limited or prohibited by applicable law, District shall provide SRO with access to records, and daily schedules as necessary for the performance of SRO duties.

C. District shall ensure that administration and staff cooperate, to the extent allowed by law, with law enforcement investigations and any subsequent actions related to crime or criminal activity at the school.

6. SRO Responsibilities. Each SRO shall:

A. Work in concert with the assigned school's administrative staff, and, to that end, shall meet regularly with such staff as requested by school staff and directed by the Chief of Police or his designee;

B. To the greatest degree possible, be present in areas of student congregation to observe activities, provide an authoritative presence, and promote informal student-SRO contact;

C. Provide an educational program of leadership, training and information about tobacco, alcohol and other drugs, gangs, violence diffusion and prevention, and safety issues for students, staff members and parents;

D. Refer students and their families to the appropriate agencies when a need is identified;

E. Assist school staff in providing alcohol, drug, and other training; and in maintaining a peaceful campus environment;

F. Gather, document in writing, and report to appropriate police department personnel information and intelligence pertaining to:

- (1) ongoing or potential criminal activity, gang activity, student unrest, and other problems affecting or likely to affect the school, students or faculty;
- (2) information on students and other persons who are or may be disruptive to the school, the students or the learning environment; and
- (3) concerns of child welfare or status offenses such as truancy to the appropriate authorities pursuant to state law.

To the extent allowed by federal, state, and local laws, the SRO will report and provide information to school administrators concerning the above matters;

G. Act as a communication liaison with law enforcement agencies, providing basic information concerning students attending the school to which the SRO is assigned or detailed (examples: truancy information, suspected gang affiliation, threats of violence directed at the school or students);

H. Take appropriate action, within departmental training, policies, regulations and general orders, in the event of on-campus or school-related criminal activity; and

I. Perform such other or additional duties prescribed in the SRO assignment description attached hereto as Exhibit 1 and incorporated into this agreement, as such description may be amended from time to time, and any general order further detailing the duties and responsibilities of SROs.

It is understood and specifically agreed by the parties that the SRO shall not be a disciplinarian. It is agreed between the parties that the administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators unless the violation or misbehavior involves criminal conduct. However, the SRO shall be a positive and visible presence of authority within the school and nothing herein shall be construed as requiring the SRO to ignore disruptive student behavior when observed by the SRO.

7. Records to be Maintained.

Officers assigned to the SRO position will prepare a weekly report and year-end report documenting all activities, including student, parent and staff contacts, and forward said report(s) to their Police Supervisor. SROs will also be responsible for the preparation and submission of other required Police Department reports and documents, which will be maintained by the Police Department Records Section.

8. Place of Duty.

A. Except in case of illness or an absence authorized by the Police Chief, each SRO shall be present for duty at his or her assigned school except:

- (1) When required elsewhere for follow-up investigation or prosecution of criminal activity or student-related problems originating in or affecting the school to which such SRO is assigned or detailed;
- (2) When responding to school-related criminal activity occurring off-campus;
- (3) When responding to emergency police activities, including but not limited to, a life-threatening off-campus incident, assistance during civil disorders, or during other incidents where loss of life or bodily harm is foreseeable; provided, that emergency police activities shall not include assistance to another police officer during a routine off-campus traffic stop unless such stop is related to an on-campus incident; or
- (4) When delivering or participating in instruction of D.A.R.E. curriculum at elementary schools within the Derby city limits;

B. SROs shall be entitled to one forty-five (45) minute meal break each day, as workload allows, during which the SRO will remain subject to call back to the assigned school.

C. The City shall endeavor to have a SRO present for duty at the assigned school each day that school is in session during the regular school year; provided, that the City shall not be required to furnish a substitute SRO on days when the regularly assigned SRO is absent due to (a) illness, (b) Police Department requirements including, but not limited to, mandatory in-service training sessions, staff meetings, response to subpoenas, or (c) other events approved in advance by the administrator of the assigned school and the Police Chief.

9. Financial Support for SRO Program. For the period commencing on July 1, 2026 through June 30, 2027, the District agrees to pay the City, as consideration for the assignment of five (5) School Resource Officers to work with the District, the following:

The sum of \$321,790.79 (60% of the total salary and benefit costs for 2,080 hours of five (5) assigned School Resource Officers).

In accordance with section 4B of this agreement, when the City sends an SRO officer/candidate to NASRO training, the District shall pay all costs associated with that training course, but not other training courses.

A. The City shall pay all costs incurred in connection with the SRO program, including but not limited to:

- (1) Mandated in-service training;
- (2) Vehicle, radio, uniform and equipment expenses;
- (3) Overtime;
- (4) Expenses related to or resulting from law enforcement related activities;
- (5) Expenses attributable to delivery of Drug Abuse Resistance Education ("D.A.R.E.") programming; and
- (6) Benefits commensurate with City employment.

B. The total due from the District to the City for the school year shall be paid prior to the start of the fall school semester of such school year.

C. The parties acknowledge and agree that, following any decision by the District, the State Board of Education, or other Kansas government official(s) to conduct school at home or remotely or in any manner other than onsite in school buildings, discussions between District and City staff shall be held to determine the role of SROs in such non-traditional arrangement and whether City may consider issuing any refund of the amounts due from District.

10. Effect on Previously Executed Agreements. Upon execution of this agreement, all previous agreements between the parties for assignment of School Resource Officers shall be void and of no further force or effect.

11. Legal Contingencies. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the parties. It is understood and agreed that this Agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party. Without waiving any immunities, limitations on liability, or defenses, each party agrees to be responsible and assumes liability for its own actions and omissions and those of its officers, employees, teachers, or staff for any incident arising out of or in connection with this Agreement, to the fullest extent required by law and to the fullest extent allowed by law, each party agrees to save, indemnify, defend and hold the other party harmless from such liability. The SRO shall at all times be considered an employee solely of the City. The SRO is not an agent, servant or employee of the District. The SRO's engagement with the District is limited solely to the assignment, duties, responsibilities and terms of this Agreement. Neither party has the authority to act on behalf of the other party in any capacity.

12. Information sharing. The SRO access to and use of student records shall be prohibited except under regulated conditions and only to the extent that such is allowed under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, as amended, and its implementing regulations, 34 C.F.R. § 99.1 et seq. (FERPA) and Kansas state law. When the SRO reasonably determines it necessary to utilize any school record or access security camera recordings in furtherance of the duties in this Agreement, such access shall be permitted only

with the Superintendent's or her designee's approval in accordance with applicable federal and state law. The school records of children and their families, which include personal histories, clinical evaluations, agency reports, and other relevant private details, fall within the same category of privacy as Juvenile Court Records and should be restricted to authorized persons only. The SRO shall not disclose confidential information to any person other than those expressly permitted to receive it.

13. Board Policy. The parties acknowledge that the District has certain board policies and criteria concerning the removal of a student from the educational environment for law enforcement interviews, arrests, or other law enforcement purposes. Similarly, the parties acknowledge that the District has board policies concerning the notification of parents when students are requested for law enforcement interviews. The parties agree to work cooperatively with school officials to adhere to board policies without compromising student or public safety and to the extent board policies do not conflict with the SRO's duties as a law enforcement officer or City employee.

14. Termination. Either party may terminate this agreement upon 30 days' prior written notice without cause. Payment due the City hereunder shall be prorated to termination date.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year above written.

CITY OF DERBY, KANSAS

UNIFIED SCHOOL DISTRICT NO. 260

Mark Staats, Mayor

Melanie Turner, Board President

Attest:

Attest:

Lynn Ciarleglio, City Clerk

Annah Curtis, Clerk

Approved as to form:

Approved as to form:

Jacqueline R. Butler, City Attorney

Calvin D. Rider, Attorney for District

City of Derby, Kansas Police Department

Assignment Description – School Resource Officer

Department: Police
Supervisor Title: Community Education Coordinator
Direct Reports: None

ESSENTIAL FUNCTIONS¹:

- 1) Safety and security of school personnel, students, and visitors** – tasks may include:
 - Work with school administrators to minimize and control unauthorized presence and movement of students and other persons on school property or at school-sponsored events or activities
 - Build rapport with students in a non-threatening environment to promote positive relationships between law enforcement and youth
 - Be available to students for questions or advice
 - Attend after-school events such as faculty meetings, dances, and sporting events
 - Collaborate with neighbors around the schools to address concerns regarding the schools or students
- 2) Instruction and administration** – tasks may include:
 - Create and deliver classroom presentations and facilitate the Drug Abuse Resistance Education (“D.A.R.E.”) program
 - Conduct crime prevention surveys and other activities as needed
 - Complete all required official reports and forms
 - Investigate incidents and prepare cases for successful prosecution
 - Provide courtroom testimony when necessary
- 3) Maintenance of positive educational environment** – tasks may include:
 - Oral admonition of students who commit or are engaged in violation of District or school policies or rules
 - Reporting of violations of District or school rules and policies to a member of the administrative staff when a violation is not corrected following oral admonition
 - Upon request of a member of the administrative staff of the assigned school or when necessary to prevent a student from harming him/herself or others, and using minimum force necessary, detention or restraint of a student or other person identified as being disorderly; threatening or menacing any student, member of school staff, or other person; or otherwise threatening the positive educational environment of the school

¹ The functions and tasks associated with this assignment are in addition to those required of all law enforcement officers employed by the City. School resource officers may be reassigned to other duties appropriate to their position, either temporarily or permanently, at any time.

Consent Agenda Item



Subject: Special Board Appointment
Meeting: City Council - 23 Jun 2026
Presented by: Mark Staats, Mayor

BACKGROUND:

- In early May, we were notified that Jennifer Chambers' term on the Sedgwick County Emergency Communications Advisory Board had ended, and a replacement was requested.
- On May 6, 2026, we posted this position online requesting interested parties apply for consideration.
- The Mayor recommends Mandy Petre be appointed to a two-year term to serve on this board as Derby's representative.
- Ms. Petre's application, with personal information redacted, is attached to provide more information to Council regarding the appointment.

LEGAL CONSIDERATIONS:

- Charter Ordinance No. 59 provides that "The Mayor shall with majority approval of the Council, appoint all members of City boards and commissions."

RECOMMENDED MOTION:

- Approve the Mayor's recommendation to appoint Mandy Petre to serve on the Sedgwick County Emergency Communications Community Advisory Board.

ATTACHMENTS:

[062326 SG Co. Emergency Comms app](#)

Application for Boards & Commissions City of Derby, Kansas

SG Co. Emergency Communications Community Advisory Board

The City of Derby has a position on the Sedgwick County Emergency Communications Community Advisory Board. This Board meets quarterly (on the second Tuesday of March, June, September, and December, at 4:00 p.m. Appointees serve two-year terms. To be considered as Derby's representative on this Board, please download this form, complete it, and return it to City Hall, 611 N. Mulberry Rd., Ste. 300, or via email to cityclerk@derbyks.gov.

Name: Amanda (Mandy) Petre

Home Address: [REDACTED] Derby, KS 67037

Home or Mobile Phone: [REDACTED]

Email: [REDACTED]

Occupation: Registered Nurse - Emergency Department

Work Address: 14800 W Saint Teresa St. Wichita, KS 67235

Work Phone: [REDACTED]

Work History:

2014 - 2019: ER Registered nurse for Via Christi St Joseph

2019 - 2026: Registered nurse for Rock Regional Hospital, serving in the Emergency Department, followed by Clinical Documentation Integrity and Utilization Review. Business Development Manger role added to my responsibilities in 2024.

2026 - ER Registered nurse for Via Christi St Teresa; Marketing & Community Relations for Home Suite Home Plus

Education:

2004 Graduate of Enterprise Academy High School

2014 Graduate of Hesston College with Associates in Applied Arts & Sciences of Nursing

Why do you wish to serve in this volunteer position?

I wish to volunteer for this board because I am passionate about serving my community, especially during emergency situations. My years in emergency nursing have shown me the importance of strong communication and collaboration between emergency responders, healthcare providers, and the community. Through my work with the fire department on the Fall Prevention Coalition and my experience in both emergency nursing and business development, I have built strong relationships with hospital and pre-hospital providers. I would be honored to bring my experience and passion for public service to this advisory board.

Would your appointment create any potential conflicts of interest due to your employment or business endeavors? If so, please explain.

No

Have you previously served on an advisory board, committee or governing body? If so, please list appointments and dates.

Derby Chamber of Commerce Board of Directors: 2024 - present
Fall Prevention Coalition Board of Directors: 2024 - Present
Rotary Club of Derby Board of Directors: 2025 - 2026

Any other qualifications, experience, ideas or interests you'd like to tell us about that make you an attractive candidate for this position of service to the Derby community?

Through my professional, volunteer, and board service roles, I have built strong relationships throughout the Derby and Sedgwick County community. Serving on local boards and in volunteer positions has strengthened my skills in collaboration, communication, and idea sharing while allowing me to work alongside others who are passionate about serving our community. I have extensive experience working in high-pressure situations that require teamwork and problem-solving. I am deeply passionate about community service and would be honored to bring both a healthcare perspective and strong community connections to this advisory board. Additionally, serving as an Honorary Commander for McConnell AFB has further expanded my appreciation for public service leadership and community partnership.

What questions do you have about serving on this advisory board?

What are the primary goals and priorities of the Community Advisory Board? What does success look like for this board over the next few years? What types of projects or initiatives has the board been involved in previously? What qualities or perspectives are you hoping new board members will bring?

(Attach Additional pages, if needed.)

Consent Agenda Item



Subject: Interim Municipal Court Judge Agreement
Meeting: City Council - 23 Jun 2026
Presented by: Dan Bronson, Deputy City Manager

BACKGROUND:

- Derby Municipal Court ("Court") unexpectedly saw the retirement of the Municipal Court Judge at the end of March.
 - Since that time, Court has been utilizing qualified individuals to serve as judges *pro tem* for the once weekly court days.
- The use of different *pro tem* judges has been a positive experience allowing staff to observe different judicial styles. News of the judicial opening has generated interest from numerous qualified individuals interested in serving as Derby's next Municipal Court Judge.
- The Municipal Court Judge is a contract role for the City and the individual who fills the position is appointed by the Governing Body to serve in the judicial role and oversee the court processes for the City.
- Staff from Administration, Court, HR, and Legal plan to open the application process and conduct reviews this summer for a permanent judge replacement.
 - Staff anticipates bringing a recommendation for a new appointment for municipal judge under the City's charter ordinance to the Governing Body in early fall with the goal of the individual beginning in early 2027.
- The proposed timeline will allow the City to engage in a full search and seek a broader candidate pool rather than simply rushing into a process due to the unexpected vacancy.
 - Additionally, providing the opportunity for a transition period before service begins helps to avoid conflicts for anyone with existing cases in Derby, as well as to allow practicing attorneys to withdraw from cases and adjust their schedules to Derby's court days in the event they desire to apply for the position.
- In order to provide for this search process and transition period, staff is recommending appointment of an interim judge to provide consistent service to the Court while the hiring process takes place.
- Paula Langworthy, a local attorney, has previously served Court as a judge *pro tem* as well as Special Judge for the Oglala Lakota Tribal Courts in South Dakota.
 - She is a candidate for District Court judge in Sedgwick County and she is available to serve as Interim Judge through the remainder of 2026. Due to the election process, she does not intend to seek appointment as Derby's next Municipal Judge.

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- The contract for this interim judge position is based on the standard fee for judge *pro tem* services at Court, which is \$600 per court day.

- It is anticipated that Paula will serve for 23 court days, so the contract is not expected to exceed \$13,800 for the remainder of 2026.

POLICY IMPLICATIONS:

- An interim or permanent appointment to the Derby Municipal Court Judge requires the approval of Council.

RECOMMENDED MOTION:

- Authorize the City Manager to enter into an agreement with Paula Langworthy to serve as Derby's Interim Municipal Court Judge through the remainder of 2026.

New Business Item



Subject: Madison Ave. & Oak Forest Ln. Traffic Signal Design
Meeting: City Council - 23 Jun 2026
Presented by: Alex Lane, City Engineer

BACKGROUND:

- The signal equipment at the intersection of Oak Forest Lane and Madison Avenue is outdated and difficult to maintain.
 - It is currently the only signal in the City that continues to utilize inductive loops for detection.
- Although still operable, the original signal configuration and subsequent adjustments have experienced equipment malfunctions, resulting in less than desirable signal operation.
- The project will include new signal poles, new cameras, and new pedestrian crossing equipment. During the design portion the City will be looking at traffic and pedestrian counts to determine if any geometric improvements may be required.
- The proposed project, along with some minor equipment upgrades to the existing signal at the intersection of Madison Avenue and Woodlawn Boulevard, will allow coordination of traffic signals from K-15 to Rock Road.
 - The cost for the modifications to the Woodlawn signal and to create a signal coordination timing plan are included in the proposed project costs.
- Coordinating the signals along Madison Ave. will allow traffic to flow more freely with fewer stops and delays.
- The project will improve the safety of pedestrians and the driving public, as well as improve the ability of the City to repair and maintain the signal.
- City staff published a Request for Statement of Qualifications (RFSQ) and two proposals were received.
- A selection committee consisting of the Alex Lane, City Engineer, Ky Louanghaksaphone, Assistant City Engineer and David Leck, Project Engineer reviewed the proposals and recommend selecting GFT Infrastructure Inc. for the project.
- It is anticipated that design will begin on the project and construction bidding will occur later this year with construction to be complete in 2027.
 - Most likely after design progresses to a point of knowing basic traffic signal pole needs an agenda item will be brought to Council for pre-ordering of the traffic poles, due to long lead times. That will occur later this fall.

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- The 2026 budget has \$400,000 from the Derby Difference Sales Tax available for design and construction of the project.
- Staff will determine the final scope and fee for GFT Infrastructure Inc. to perform design services in an amount not to exceed \$35,000.

RECOMMENDED MOTION:

- Authorize the City Manager to execute a contract with GFT Infrastructure Inc. for the Madison Ave. and Oak Forest Ln. traffic signal design in an amount not to exceed \$35,000.

New Business Item



Subject: Pay Study and Pay Matrix Update
Meeting: City Council - 23 Jun 2026
Presented by: Jenny Turner, Human Resources Director

BACKGROUND:

- In 2019, the City Employee Advisory Committee (CEAC) recommended pay studies be completed more often after an employee satisfaction survey revealed 53% of employees participating in the survey felt pay studies should be completed every 3-5 years.
- McGrath Human Resources Group completed a total compensation study in 2023, which was implemented over the course of two years.
- Over the past 6 months, the City of Derby Human Resources division has conducted pay studies and identified significant market movement for a few positions, with the most notable impact in public safety positions such as Police Officer, Police Sergeant, Police Lieutenant, Firefighter/Paramedic, and Fire Lieutenant positions.
- The City's recent Police Officer recruitment efforts reflect this challenge, as the last three vacancy postings did not result in any qualified applicants.
- The proposed pay grades reflect the results of 94 pay studies, covering 120 positions (some studies cover multiple positions).
- The market comparison of positions included reviewing job duties, functions and pay against other cities and counties, including Dodge City, Emporia, Garden City, Gardner, Hays, Hutchinson, Leavenworth, Newton, Prairie Village, Salina, Sedgwick County, and Wichita.
- These cities and counties were selected based on population, proximity to Derby, responsiveness to our requests for data, and geography in the state.
- The average population of the 10 cities similar in population is 29,067. Wichita and Sedgwick County are much larger entities but relevant due to their proximity and inclusion in the regional labor market.
- After evaluating the pay study data and the point factor analysis (compares job requirements and functions), the following positions were reclassified into new pay grades that more appropriately match the level of skill and comparable market data:
 - Accounts Payable Clerk moved from Pay Grade 100 to Pay Grade 110.
 - Administrative Assistant, Court Clerk I, and Customer Service Assistant moved from Pay Grade 105 to Pay Grade 110.
 - Pay Grade 105 was eliminated with this move.
 - Assistant Laboratory Analyst was moved from Pay Grade 110 to Pay Grade 115.
- Certified police and firefighter positions, excluding the Deputy Chiefs and Chiefs, have been moved to a separate Public Safety Pay Matrix to allow for targeted responses to public safety market changes.

- Staff used a conservative years-of-service calculation to determine range-placement targets, with this proposal funding approximately 40.66% of the calculated adjustment amounts for public safety employees and 12.6% for all other employees.

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- The annualized cost of the recommended changes is approximately \$152,096.
 - \$89,596 of the total cost is for bringing employees to the new minimums for their positions.
 - \$74,847 of that amount is towards new minimums for public safety employees and \$14,749 is towards bringing all other employees to their new minimums.
 - The remaining \$62,500 is being used to provide limited range-penetration adjustments intended to reduce compression and provide partial credit for years of service.
 - Of this amount, approximately \$50,500 is going toward public safety employees and \$12,000 towards all other employees. Due to budget limitations, the recommendation does not fully fund the calculated range-penetration targets.
- A total of 74 out of 100 public safety employees receive an increase, with an average increase of \$0.79 per hour for those receiving an increase.
- A total of 81 out of 152 non-public safety employees receive an increase, with an average increase of \$0.18 per hour for those receiving an increase.
- The intent is for compensation study costs to be in addition to gross pay adjustments (GPA) and merit increases.

POLICY IMPLICATIONS:

- Performing regular pay studies and updating the pay matrix in response to the market is important for attracting and retaining employees and helps ensure that we maintain adequate staffing.

RECOMMENDED MOTION:

- Approve the proposed general and public safety pay matrix and related employee adjustments, as presented.

ATTACHMENTS:

[062326 Updated Pay Matrix Includes General Pay Matrix and Public Safety Pay Matrix Updated](#)

General Pay Matrix

Pay Grade	Title	Department	FLSA Status Exempt or Non-exempt	2026 Hourly Min	2026 Hourly Max	2026 New Min	2026 New Max
95	PT Van Driver	Administration	Nonexempt	\$16.97	\$22.91	\$17.25	\$23.30
100	PT Customer Service Clerk	Finance	Nonexempt	\$18.03	\$24.35	\$18.29	\$24.70
100	PT Facility Maintenance Tech I	Public Works	Nonexempt	\$18.03	\$24.35	\$18.29	\$24.70
100	PT HR Clerk	Administration	Nonexempt	\$18.03	\$24.35	\$18.29	\$24.70
100	PT Permit Clerk	Planning &	Nonexempt	\$18.03	\$24.35	\$18.29	\$24.70
~~110~~ 400	Accounts Payable Clerk ¹	Finance	Nonexempt	\$18.03	\$24.35	\$21.03	\$28.40
~~110~~ 405	Administrative Assistant (FT&PT) ¹	Administration/Police/ Public Works	Nonexempt	\$19.47	\$26.30	\$21.03	\$28.40
~~110~~ 405	Court Clerk I ¹	Administration	Nonexempt	\$19.47	\$26.30	\$21.03	\$28.40
~~110~~ 405	Customer Service Assistant ¹	Administration/Finance	Nonexempt	\$19.47	\$26.30	\$21.03	\$28.40
110	Facility Maintenance Tech II	Public Works	Nonexempt	\$21.03	\$28.40	\$21.03	\$28.40
110	Groundskeeper	Public Works	Nonexempt	\$21.03	\$28.40	\$21.03	\$28.40
110	Mechanic Tech	Public Works	Nonexempt	\$21.03	\$28.40	\$21.03	\$28.40
110	Police Support Specialist (FT and PT)	Police	Nonexempt	\$21.03	\$28.40	\$21.03	\$28.40
110	Street Operator	Public Works	Nonexempt	\$21.03	\$28.40	\$21.03	\$28.40
~~115~~ 440	Assistant Laboratory Analyst ¹	~~Public Works~~	~~Nonexempt~~	\$21.03	\$28.40	\$23.13	\$31.23
115	Animal Control Officer (FT and PT)	Police	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23
115	Code Enforcement Officer I	Public Works	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23
115	Court Clerk II	Administration	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23
115	Police Evidence Tech (FT and PT)	Police	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23
115	PT Court Services Officer	Administration	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23
115	PT HOA Liaison	Planning &	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23
115	Sign & Signal Tech	Public Works	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23
115	Sr Facility Maintenance Tech	Public Works	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23
115	Sr Groundskeeper	Public Works	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23
115	Sr Police Support Specialist	Police	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23
115	Sr Street Operator	Public Works	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23

Pay Grade	Title	Department	FLSA Status Exempt or Non-exempt	2026 Hourly Min	2026 Hourly Max	2026 New Min	2026 New Max
115	Utility Locator	Public Works	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23
115	Utility Operator I-Water	Public Works	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23
115	Utility Operator I-WW	Public Works	Nonexempt	\$23.13	\$31.23	\$23.13	\$31.23
120	Activity & Volunteer Coordinator	Administration	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Arborist	Public Works	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Building Trades Coordinator	Planning &	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Code Enforcement II	Public Works	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Fire & Rescue Department Coordinator	Fire & Rescue ⁵	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Graphic Designer ² Communications Coordinator	Administration	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Laboratory Analyst	Public Works	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Marketing & Events Manager Communications Specialist ²	Administration	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Mechanic	Public Works	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Payroll Coordinator	Finance	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Planning & Engineering Coordinator	Planning &	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Police Coordinator	Police	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	PT Chief Medical Officer	Fire & Rescue ⁵	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	PT Medical Training Officer	Fire & Rescue ⁵	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	PT Police Background Coordinator	Police	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Public Works Coordinator	Public Works	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Station Officer ⁶	Police	Nonexempt	\$24.99	\$33.73	See Public Safety Pay Plan	See Public Safety Pay Plan
120	Transportation Coordinator	Administration	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Utility Coordinator	Finance	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Utility Operator II-Water	Public Works	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35
120	Utility Operator II-WW	Public Works	Nonexempt	\$24.99	\$33.73	\$25.44	\$34.35

Pay Grade	Title	Department	FLSA Status Exempt or Non-exempt	2026 Hourly Min	2026 Hourly Max	2026 New Min	2026 New Max
125	Firefighter (FT and PT) ⁶	Fire & Rescue ⁵	Nonexempt	\$19.28	\$26.02	See Public-Safety Pay-Plan	See Public-Safety Pay-Plan
125 120	Horticulturist ³	Public Works	Nonexempt	\$24.99	\$33.73	\$27.48	\$37.10
125	IT Technician	Administration	Nonexempt	\$26.99	\$36.43	\$27.48	\$37.10
125	Police Officer I,II,III (FT and PT)** ⁶	Police	Nonexempt	\$26.99	\$36.43	See Public-Safety Pay-Plan	See Public-Safety Pay-Plan
125	Sr Sign & Signal Tech	Public Works	Nonexempt	\$26.99	\$36.43	\$27.48	\$37.10
125	Sr Utility Operator-Water	Public Works	Nonexempt	\$26.99	\$36.43	\$27.48	\$37.10
125	Sr Utility Operator-WW	Public Works	Nonexempt	\$26.99	\$36.43	\$27.48	\$37.10
130	Assistant City Planner	Planning &	Nonexempt	\$29.15	\$39.35	\$29.68	\$40.07
130	Assistant to the City Manager	Administration	Nonexempt	\$29.15	\$39.35	\$29.68	\$40.07
130	Benefits Manager	Administration	Nonexempt	\$29.15	\$39.35	\$29.68	\$40.07
130	Budget Analyst	Finance	Nonexempt	\$29.15	\$39.35	\$29.68	\$40.07
130	Building Inspector	Planning &	Nonexempt	\$29.15	\$39.35	\$29.68	\$40.07
130	City Clerk	Administration	Nonexempt	\$29.15	\$39.35	\$29.68	\$40.07
130	Utility Billing Manager	Finance	Exempt	\$29.15	\$39.35	\$29.68	\$40.07
130	Economic Development Manager	Planning &	Nonexempt	\$29.15	\$39.35	\$29.68	\$40.07
130	Electrician	Public Works	Nonexempt	\$29.15	\$39.35	\$29.68	\$40.07
130	Firefighter Paramedic ⁶	Fire & Rescue ⁵	Nonexempt	\$20.82	\$28.11	See Public-Safety Pay-Plan	See Public-Safety Pay-Plan
130	Police Support Supervisor	Police	Nonexempt	\$29.15	\$39.35	\$29.68	\$40.07
130	Project Inspector	Planning &	Nonexempt	\$29.15	\$39.35	\$29.68	\$40.07
135	Assistant Senior Services &	Administration	Exempt	\$31.48	\$42.49	\$32.05	\$43.27
135	Fleet Manager	Public Works	Nonexempt	\$31.48	\$42.49	\$32.05	\$43.27
135	GIS Coordinator	Planning &	Exempt	\$31.48	\$42.49	\$32.05	\$43.27

Pay Grade	Title	Department	FLSA Status Exempt or Non-exempt	2026 Hourly Min	2026 Hourly Max	2026 New Min	2026 New Max
135	Police Sergeant	Police	Nonexempt	\$31.48	\$42.49	See Public-Safety Pay-Plan	See Public-Safety Pay-Plan
135	Staff Accountant/ Treasurer	Finance	Exempt	\$31.48	\$42.49	\$32.05	\$43.27
140-135	Brand Manager ²	Administration	Exempt	\$31.48	\$42.49	\$33.65	\$45.44
140-135	Network Administrator ¹	Administration	Nonexempt	\$31.48	\$42.49	\$33.65	\$45.44
140	Fire Lieutenant ⁶	Fire & Rescue ⁵	Nonexempt	\$23.61	\$31.88	See Public-Safety Pay-Plan	See Public-Safety Pay-Plan
145	Building Official	Planning &	Nonexempt	\$36.36	\$49.08	\$36.36	\$49.08
145	Court Administrator	Administration	Exempt	\$36.36	\$49.08	\$36.36	\$49.08
145	Cyber Security Administrator	Administration	Nonexempt	\$36.36	\$49.08	\$36.36	\$49.08
145	Park Superintendent	Public Works	Exempt	\$36.36	\$49.08	\$36.36	\$49.08
145	Police Lieutenant ⁶	Police	Nonexempt	\$36.36	\$49.08	See Public-Safety Pay-Plan	See Public-Safety Pay-Plan
145	GIS Manager	Planning &	Exempt	\$36.36	\$49.08	\$36.36	\$49.08
145	Project Engineer	Planning &	Exempt	\$36.36	\$49.08	\$36.36	\$49.08
145	Street Superintendent	Public Works	Exempt	\$36.36	\$49.08	\$36.36	\$49.08
145	Water Superintendent	Public Works	Exempt	\$36.36	\$49.08	\$36.36	\$49.08
145	Wastewater Superintendent	Public Works	Exempt	\$36.36	\$49.08	\$36.36	\$49.08
150	Assistant Finance Director	Finance	Exempt	\$39.27	\$54.98	\$41.83	\$59.06
150	Assistant Human Resources Director	Administration	Exempt	\$39.27	\$54.98	\$41.83	\$59.06
150	City Planner	Planning &	Exempt	\$39.27	\$54.98	\$41.83	\$59.06
150	Communications Director	Administration	Exempt	\$39.27	\$54.98	\$41.83	\$59.06
150	Fire Captain ⁶	Fire & Rescue ⁵	Nonexempt	\$28.05	\$39.27	See Public-Safety Pay-Plan	See Public-Safety Pay-Plan
150	Senior Services & Transportation	Administration	Exempt	\$39.27	\$54.98	\$41.83	\$59.06

Pay Grade	Title	Department	FLSA Status Exempt or Non-exempt	2026 Hourly Min	2026 Hourly Max	2026 New Min	2026 New Max
155	Assistant City Engineer	Planning &	Exempt	\$43.20	\$60.47	\$43.74	\$61.75
155	Fire Marshal ⁶	Fire & Rescue ⁵	Exempt	\$43.20	\$60.47	See Public Safety Pay Plan	See Public Safety Pay Plan
155	Fire Training Chief ⁶	Fire & Rescue ⁵	Exempt	\$43.20	\$60.47	See Public Safety Pay Plan	See Public Safety Pay Plan
155	Police Captain ⁶	Police	Exempt	\$43.20	\$60.47	See Public Safety Pay Plan	See Public Safety Pay Plan
160	Assistant City Attorney/Prosecutor	Administration	Exempt	\$51.84	\$72.56	\$51.84	\$72.56
160	Assistant Public Works Director	Public Works	Exempt	\$51.84	\$72.56	\$51.84	\$72.56
160	City Engineer	Planning &	Exempt	\$51.84	\$72.56	\$51.84	\$72.56
160	Deputy Fire Chief	Fire & Rescue ⁵	Exempt	\$51.84	\$72.56	\$51.84	\$72.56
160	Deputy Police Chief	Police	Exempt	\$51.84	\$72.56	\$51.84	\$72.56
160	Parks Director	Public Works	Exempt	\$51.84	\$72.56	\$51.84	\$72.56
165	Human Resources Director	Administration	Exempt	\$54.43	\$76.19	\$54.95	\$76.91
165	IT Director	Administration	Exempt	\$54.43	\$76.19	\$54.95	\$76.91
165 160	Utilities Director ⁴	Public Works	Exempt	\$51.84	\$72.56	\$54.95	\$76.91
170	Finance Director	Finance	Exempt	\$58.23	\$81.53	\$60.45	\$84.60
170	Fire Chief	Fire & Rescue ⁵	Exempt	\$58.23	\$81.53	\$60.45	\$84.60
170	Police Chief	Police	Exempt	\$58.23	\$81.53	\$60.45	\$84.60
170	Public Works Director	Public Works	Exempt	\$58.23	\$81.53	\$60.45	\$84.60
175	City Attorney	Administration	Exempt	\$65.22	\$91.31	\$65.22	\$91.31
175	Development Director	Planning &	Exempt	\$65.22	\$91.31	\$65.22	\$91.31
175	Deputy City Manager	Administration	Exempt	\$65.22	\$91.31	\$65.22	\$91.31

¹ Several positions were moved to a new pay grade to better reflect the duties and responsibilities of the position.

² The Communications Specialist position was retitled to Marketing & Events Manager, the Communications Coordinator position was replaced with a Graphic Designer position, and the Brand Manager position is now a supervisor and the position moved to a higher pay grade to reflect the new responsibilities.

Pay Grade	Title	Department	FLSA Status Exempt or Non-exempt	2026 Hourly Min	2026 Hourly Max	2026 New Min	2026 New Max
-----------	-------	------------	--	-----------------------	-----------------------	-----------------	-----------------

³ Horticulturist position was reclassified due to taking on supervisor responsibilities

⁴ Assistant Public Works Director-Utilities has been reclassified and retitled as Utilities Director

⁵ Fire & Rescue department was rebranded to Fire Department

⁶ All certified police and firefighters (except Deputy Chief and Chief) were moved to a Public Safety Pay Plan

~~**Police Officer II can exceed the max by \$0.20 and Police Officer III can exceed the max by \$0.45~~

~~**Police Officer title includes assignments such as SRO and Narcotics Investigator~~

Public Safety Pay Matrix

Police Pay Schedule

Pay Grade	Title	Department	2026 Hourly Min	2026 Hourly Max	New 2026 Min	New 2026 Max	New 2026 Min Annualized	New 2026 Max Annualized
120P ~~120~~	Station Officer	Police	\$24.99	\$33.73	\$26.03	\$35.22	\$54,142.40	\$73,257.60
125P ~~125~~	Police Officer I,II,III (FT and PT)**	Police	\$26.99	\$36.43	\$28.96	\$39.18	\$60,236.80	\$81,494.40
135P ~~135~~	Police Sergeant	Police	\$31.48	\$42.49	\$33.76	\$45.67	\$70,220.80	\$94,993.60
145P ~~145~~	Police Lieutenant	Police	\$36.36	\$49.08	\$38.75	\$52.42	\$80,600.00	\$109,033.60
155P ~~155~~	Police Captain	Police	\$43.20	\$60.47	\$44.24	\$62.46	\$92,019.20	\$129,916.80

**Police Officer title includes assignments such as SRO and Narcotics Investigator, Police Officer II can exceed the max by \$0.20 and Police Officer III can exceed the max by \$0.45*

Fire Pay Schedule

Pay Grade	Title	Department	2026 Hourly Min	2026 Hourly Max	New 2026 Min	New 2026 Max	New 2026 Min Annualized**	New 2026 Max Annualized**
125F ~~125~~	Firefighter (FT and PT) (keep same)	Fire ¹	\$19.28	\$26.02	\$19.28	\$26.02	\$56,143.36	\$75,770.24
130F ~~130~~	Firefighter Paramedic	Fire ¹	\$20.82	\$28.11	\$23.33	\$31.56	\$67,936.96	\$91,902.72
140F ~~140~~	Fire Lieutenant	Fire ¹	\$23.61	\$31.88	\$24.78	\$33.52	\$72,159.36	\$97,610.24
150F ~~150~~	Fire Captain	Fire ¹	\$28.05	\$39.27	\$28.05	\$39.27	\$81,681.60	\$114,354.24
155F ~~155~~	Fire Marshal and Fire Training Chief	Fire	\$43.20	\$60.47	\$43.20	\$60.47	\$89,856.00	\$125,777.60

¹ Fire & Rescue department was rebranded to Fire Department

**Annualized amounts for Firefighters, Firefighter Paramedics, Fire Lieutenants and Fire Captains are based on 2912 hours.

New Business Item



Subject: Trash and Recycling Services
Meeting: City Council - 23 Jun 2026
Presented by: Hannah Baker, Assistant to the City Manager

BACKGROUND:

- In 2009, the City entered into a contract with Waste Connections of Kansas, Inc. (WCI), for residential trash and recycling services.
- In 2021, the City entered into a new agreement with WCI.
 - This contract met established goals and has continued to provide equitable rates and customer service, expanded services including curbside recycling and bulky waste coupons, increased municipal solid waste diversion, and contractor accountability.
 - The current agreement is set to expire December 31, 2026.
- A Request for Proposals process for a new contract was initiated in May 2026.
 - Waste Connections was the only proposal received.
- Staff has reviewed the proposal from WCI and is working with WCI staff to develop agreement terms that will continue to serve Derby residents with high-quality service and very competitive rates when compared to other communities.
- The proposal from Waste Connections does request some changes to the scope of service, but most impacts will be minimally noticeable to customers.

FINANCIAL/SUSTAINABILITY CONSIDERATIONS:

- Under WCI's proposal, Derby residents will see a slight increase from their current quarterly rates.
 - The quarterly price for a 95-gallon cart will go from \$55.04/quarter in 2026 to \$56.55/quarter in 2027.
 - The quarterly price for a 65-gallon cart will go from \$48.55/quarter in 2026 to \$50.07/quarter in 2027.
 - The quarterly price for a 35-gallon cart will go from \$42.05/quarter in 2026 to \$43.56/quarter in 2027.
- Quarterly trash rates in Derby are among the lowest in the area for residential trash and recycling services. WCI's current new customer promotion for customers outside of Derby is \$108/quarter for a 95-gallon trash and recycling cart, nearly double what Derby residents pay.
- WCI has proposed the following changes to the contract:
 - An annual rate increase of 2.5%.
 - Under the current agreement, 95-gallon cart customers receive 10 free bags of trash placed outside of their cart, and all others pay \$1.50 per bag. WCI has proposed 95-gallon cart customers receive 5 free bags, and the fee per excess bag will increase to \$2.00 per bag.

- WCI has proposed that the new contract include a provision for a quarterly fuel cost adjustment.
 - Under the proposed formula, a fee would be added to the customer's quarterly bill and would be assessed as follows:
 - On the first day of each quarter, the cost per gallon for Midwest Diesel will be assessed. If the cost per gallon of diesel fuel is below \$4 per gallon, there will be no additional increase in rates. If diesel rates exceed \$4 per gallon, then for each dollar above \$4/gallon, Waste Connections may increase rates by 1%.
 - For example, if the diesel rate is \$4.00-\$4.99 per gallon on the first day of the quarter, WCI may increase rates 1% during that quarter, if diesel rates are \$5.00-\$5.99, WCI may increase rates 2% for that quarter, etc.
- In addition to weekly trash service and bi-weekly recycling, Derby residents will continue to receive two free annual bulky waste removal services.
 - Similarly, if the cost of diesel fuel falls below the level from the previous quarter, the rate shall be reduced to the appropriate level for that quarter.
- WCI has proposed some changes to the free carryout service. Currently residents 65 years old or disabled are eligible for free carryout service. Waste Connections has proposed to change the eligibility to those 75 years and older, while grandfathering in current recipients of this service.
 - Currently Derby has 256 customers receiving this service.
 - Additionally, WCI will not provide the carry-out service where driveways are longer than ~40 feet. Staff is still working through the details of this proposed change with WCI.
- The City will continue to receive regular weekly service at no cost at all City-owned buildings and parks, including the Derby Recreation Center, Hubbard Arts Center, and Derby Public Library.
- WCI has proposed slight changes in pricing for services provided to support the two major City sponsored events. Services for the Fourth of July event will be \$1,593, and services for the Smoke on the Plains BBQ Festival will be \$2,733.
 - Services for these events include portable restrooms, handwash stations, front load containers and trash carts. WCI will continue to provide these services as long as they still provide them for their business operations.
- WCI also provides rates for small businesses under this agreement, while proposing to increase these rates the same as the rest of the agreement.
 - For small businesses, a 95-gallon cart will be \$78.27/quarter and \$66.25/quarter for recycling starting in 2027.
- Under the current agreement, customers may choose from 3 cart sizes: 95-gallon, 65-gallon, and 35-gallon. Under the new agreement, WCI intends to phase out the 35-gallon option and will only offer 2 cart sizes to new customers 95-gallon and 65-gallon.
 - There is little to no cost difference for customers between the 65 and 35-gallon rates and WCI believes focusing on maintaining only two cart sizes better serves their business operations.
 - Existing customers will be able to keep their 35-gallon option. However, if a customer needs to switch their cart size, the 35-gallon option will no longer be available.
- New customers may exchange their cart for a new size one time at no cost, existing customers will have to pay the \$25 fee for exchanging carts. Additionally, carts that are not serviceable due to actions by the customer will need to be replaced by the customer for a replacement fee of \$85, in addition to the pickup and delivery charges.
- The City will continue to get a 5% franchise fee from Waste Connections, similar to prior agreements.

LEGAL CONSIDERATIONS:

- The City's RFP requested proposals for a seven-year term, beginning January 1, 2027, and continuing through December 31, 2033. The new agreement will also allow for a 3-year extension of the agreement which would be activated during the final year of the agreement.
 - Should the 3-year extension be agreed to, the agreement would run through December 31, 2036.
- Staff anticipates that the form and many terms of the new agreement will be similar in form to the previous agreements with WCI; however, City staff and WCI are still negotiating final provisions.

POLICY IMPLICATIONS:

- Entering into a new agreement will continue to fulfill the City's goal to provide residential refuse collection through a single provider and will grant the franchise to WCI for the next seven years.
- Providing for a single residential trash provider not only results in lower rates for customers, but also helps to protect and preserve City infrastructure and residential streets by minimizing the number of heavy traffic trips in residential neighborhoods on a daily basis.
- Reduction and diversion of MSW are incentivized in this agreement through the following features:
 - Residential rates continue to include single-stream recycling service with a 95-gallon cart. A vast majority of residential customers currently use this service. Customers who do not wish to recycle may decline the recycling cart, but will not receive a rate adjustment for doing so.
 - Availability of two different cart size options and an associated pricing structure that incentivizes reduced production of trash.
 - Educational resources provided through the WasteConnect app to assist customers in understanding the appropriate disposal options and procedures for many items, including trash, recycling, medicine, household hazardous waste, and items that may be composted.
- Two free bulky waste services allow residents to dispose of large items in a timely and appropriate manner and are designed to help mitigate illegal dumping or other inappropriate disposal options that create hazards or public nuisances.

RECOMMENDED MOTION:

- Authorize the City Manager to finalize negotiations and enter into a contract with Waste Connections Inc. to provide residential trash and recycling services beginning January 1, 2027, on final terms deemed acceptable to the City Manager and City Attorney.

ATTACHMENTS:

[062326 WCI 2026 Submission](#)



**PROPOSAL RESPONSE FORM #2026-015
RESIDENTIAL SOLID WASTE AND RECYCLABLES COLLECTION
AND TRANSPORTATION SERVICES FOR THE CITY OF DERBY**

Company: *Waste Connections of Kansas, Inc.*

Proposal Submitted by (Name/Title): *Herschel West / Municipality & Government Contract Rep.*

Address: *2745 N. Ohio*

City/State/Zip: *Wichita, Ks. 67219*

Taxpayer I.D. Number: *860990704*

1. Contract Dates:

A. The City of Derby's proposed Start Date is January 1, 2027.

B. Proposed Contract Term: *Seven (7) years*

2. Trash and Recycling Rates:

Automated weekly trash service to single and multi-family properties with one (1) 95-gallon cart and semi-automated biweekly Single Stream recycling service with one (1) 95-gallon cart.

A. Rate for large one (1) 95-gallon trash cart: (includes up to five (5) additional bags next to cart at no additional charge) ***\$18.85 per month***

B. Rate for a smaller one (1) 65-gallon trash cart: ***\$16.69 per month***

C. Rate for a third size trash cart one (1) 35-gallon (if applicable): ***\$14.52 per month***

- Waste Connections will no longer offer the 35-gallon trash cart. We will continue to provide service for the remaining Active accounts if the resident has the 35-gallon cart. Going forward we will only provide 95- & 65-gallon trash carts.

D. Rate for each additional bag next to smaller cart: ***\$2.00 per bag***

E. Rate for additional trash cart: ***\$9.20 per month***

F. Rate for additional recycling cart: ***\$9.20 per month***

G. Have you attached descriptions and photos of trash and recycling carts? *I have not attached picture of our carts. We will continue to use the same carts we have used for years.*

H. Have you attached full details of recycling program, including recyclable items, program description and how/where recyclables will be disposed of? *Yes, See Attachment "A"*

3. Other Services and Charges:

A. Rollout service shall be provided to customers 75 years of age and older, or disabled, at no additional charge. For all other customers, this service will be provided for a charge of two (2) times the curbside rate for the size of container at that residence.

- Residents must show proof of age / disability card required. Cart must be visible from the street placed in front of garage or on the right side of the home. The driveway FOR ANY Carry Our service resident can be no longer than two (2) car lengths. Any extra bags that do not fit in the cart must be placed at the curb.
 - Waste Connections will continue to provide free service to all city-owned facilities except for the roll-off at the Wastewater Treatment Plant. See Attachment "G" for cost.
- B. Have you attached a description of how you will provide for two free bulky waste disposal services per year? Yes, See Attachment "B"**
The charge for pick-up of additional bulky items (4'x6'x8') will be \$30.00 per item/piece.
- Bulky items picked up at city locations will be subjected to the \$30.00 bulk item charge.
- C. Collection of abandoned waste. Unless eligible for collection at no charge pursuant to the contract, the provider may charge \$250 per hour for truck & driver, plus disposal cost of \$74.00 per ton, (or current disposal cost) for collection of bulky items including but not limited to sofas, mattresses, etc.**
- D. Will removal of recycling carts be done at the customer's request and at no charge? If not, please describe the process and fees.** *The customer will need to call our office to request this service. The cost of this service will be \$25.00. The customer will see this charge on their next invoice, and we will pick up the cart on the customer's next service day.*
- E. Change of cart size. Will customers be able to switch cart size once each year at no charge? If not, please describe the process and fees.** *Only new customers can change cart sizes at one time without a fee. The customer will need to call our office to request this service. After one free switch out, or for an existing customer, the switch out fee will be \$25.00. The customers will see this charge on their next invoice, and the new service charge will be prorated. We will switch out the cart on the customer's next service day.*
- F. Roll off (all sizes) and portable restroom service within the city, including but not limited to special events for the city only. Not extended to residential/businesses. Rates are subject to the city annual increase.**
- (1) **Delivery charge:** \$110 for Roll Off
 - (2) **Haul Roll Off charge:** \$210.00.
 - (3) **Disposal charge for:** *Keep in mind disposal rates could change.*
 Trash: \$74.00 per ton; Construction and demolition (household use only): \$55.00/ton
 - (4) **Portable Restroom service (available for noncommercial, household use only)**
 - a. **Regular Restrooms - NO BID**
 - b. **Handicapped Restrooms - NO BID.**

Waste Connections will continue to provide portable restrooms and handwashing stations for the two major special events each year, but in the event if Waste Connections ceases to provide these services as a line of business, we will no longer provide this service.

G. Small business curbside service. Provider will provide one 95-gallon trash cart to each small business customer serviced weekly. The monthly fee shall be \$26.09 per cart. Recycling service is available to small business customers. Provider will provide one 95-gallon recycle cart serviced every other week. The monthly fee shall be \$22.15 per cart.

H. Annual Franchise Administration Fee. Do you acknowledge the Contractor must pay an annual franchise administration fee of 5% of gross revenues? *Yes*
Proposed schedule for franchise fee payments (quarterly, monthly, etc.): *Waste Connections of Kansas will continue to pay the City of Derby quarterly.*

4. Attach plan for Adjustment and Notification of Changes in Customer Service Rates and Program, including the following:

- A. **When, why and how you propose rates be adjusted.** *See Attachment "C"*
- B. **The process for notifying customers of rate or program changes.** *See Attachment "C"*

5. Billing and Collection:

- A. **In the event a cart is picked up for non-payment, the provider may impose a:**
 - (1) **\$25.00** charge for cart pick up due to non-payment; and
 - (2) **\$25.00** charge for redelivery of cart.
 - (3) **\$25.00** charge for cart pick up due to cancelation
- B. **The charge for dishonored checks will be: \$30.00**
- C. **How will overcharges be handled?** *If Waste Connections owes customer, we will issue a check in the mail or credit card refund.*

6. Minimum Qualifications:

Describe how you meet the following minimum qualifications:

- A. **List at least two (2) Key Personnel, each with at least 5 years of experience in MSW collection services.**

Resume Brief of Key Personnel

Waste Connections of Kansas, Inc. key employees have assembled a management team that has gained extensive and proven hands on experience managing every aspect of Solid Waste Collection, Transportation and Disposal Service Operations. All key Operations Managers hold a CDL license in the event of an emergency. We have listed a list of employees that will play an instrumental role in management of the City of Derby Contract. A listing of Waste Connections of Kansas, Inc. managerial team is as follows.

- **Ben Tucker – Division Vice President** 316-838-4920 / Ten (10) years in solid waste industry experience working for Waste Connections. He is currently the Division Vice President over Missouri, Oklahoma & Kansas. ben.tucker@wasteconnections.com
- **Michael Huck – District Manager** 316-838-4920 / Ten (10) year of solid waste industry experience working for Waste Connections. Overseeing the Wichita Hauling Station Operations, commercial and residential services. michael.huck@wasteconnections.com
- **Herschel West – District Municipal Market Manager** 316-838-4973 / Twenty-four (24) years in the solid waste industry working for Waste Connections of Kansas Inc. Overseeing seventy-eight (78) municipalities and overseeing the contracts for the State of Kansas and the City of Wichita contracts. herschel.west@wasteconnections.com
- **Jeff Hays – Operations Manager** 316-838-4920 / Thirty-six (36) years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 150 Commercial & Residential drivers. jeff.hays@wasteconnections.com
- **Mark Perez – Division Controller** 316-838-4920 / Twenty-four (24) years in the solid waste industry working for Waste Connections of Kansas Inc. Overseeing 2 hauling companies, 2 landfills, Wichita Recycling Center & Transfer Station. Wichita State University –Undergrad & Baker University / MBA. Thirty (30) years of financial experience. mark.perez@wasteconnections.com
- **Cameron Hursh – Residential Supervisor** 316-838-4920 / Ten (10) years in the solid waste industry working for Waste Connections of Kansas, Inc. Overseeing 50 & residential drivers. cameron.hursh@wasteconnections.com
- **Troy McMahon – Residential Supervisor** 316-838-4920 / Thirteen (13) years in the solid waste industry working with Waste Connections of Kansas, Inc. Overseeing 50 residential drivers. troy.mcmahon@wasteconnections.com
- **Tiffanie Bauder – Office / Residential Manager** 316-838-4921 / Thirty (30) years in the solid waste industry. Overseeing over 100,000 residential & over 8,000 commercial accounts.
- **Valerie Smith – Billing Administrator** 316-252-3732 / Twenty-nine (29) years in the solid waste industry. Responsible for commercial collections and A/R. valerie.smith@wasteconnections.com
- **Laura Vickers – Residential Dispatcher** 316-838-4974 / Thirty-eight (38) years in the solid waste industry. Started in Residential Customer Service for three (3) years, payroll for five (5) years and now Residential Dispatch for thirty (30) years. Overseeing over 60 routes for trash & recycling. Laura.vickers@wasteconnections.com

- B. **Describe your company's least 5 years of experience in residential curbside refuse and recyclables collection similar to the program described herein.** - *Currently Waste Connections of Kansas, Inc. is servicing over seventy-eight (78) municipalities in Kansas and Oklahoma for over 35 years, and we are providing curbside recycling in thirty-five (35) of the municipalities. We currently service over 130,000 residents on a subscription basis in Wichita. We have also been providing service for the City of Derby for the past sixteen (16) years. With this experience, Waste Connections is very confident that we can continue to provide the same great service for the 8,584 residents trash customers in Derby.*
- C. **Describe any administrative or judicial sanctions by Sedgwick County, any other Kansas county, or the State of Kansas or any of its agencies that your company has had within the last 3 years for violation of a law or regulation pertaining to collection, transportation or disposal of solid waste.** *In the last three (3) years we have not had any violation of law or regulations pertaining to collection, transportation or disposal of solid waste.*
- D. **Provide a Letter of Intent from your bonding agency or bank committing to provide a performance bond or Letter of Credit equal to 100% of the contract sum for the initial term of five (5) years:** *Waste Connections of Kansas, Inc. Performance Bond shall be issued on annually renewable terms and in an amount equal to one year of the contract value.*
7. **Attach plan for customer service including:** *See Attachment "D"*
- E. Customer Service hours –
 - F. Methods for Customers to contact Customer Service. -
 - G. Availability to public during office hours
 - H. Protocol for resolving public complaints and answering customer questions.
 - I. Availability to City during office hours and in emergencies.
 - J. Protocol for communications between dispatchers and drivers.
 - K. Record of call abandonment rates.
 - L. Location of administrative offices and customer service locations for customer payment of bills. –
8. **Provide locations, contact names, phone numbers and e-mail addresses for three references:**
- A. *City of Valley Center / Amanda Park - City Clerk / 316-755-7310 / apark@valleycenterks.org Customer since 2021*
 - B. *City of Eureka / Renee Burk – City Clerk / 620-583-6140 / clerk@eureka.org/ Customer since 2008*
 - C. *City of Sedgwick / Kyle Nordick-City Admin. / 316-772-5151 / knordick@cityofsedgwick.org/ Customer since 2001*
 - D. *City of Hutchinson / Enrico Villegas - City Manager / 620-694-2611 / enric.villegas@hutchgov.com Customer since 2011*
9. **Confirm the following regarding Materials Processing Facilities you will use to fulfill this contract:**
- A. **Recyclables Processing Facility**
Contractor: *Waste Connections of Kansas, Inc.*
Location: *315 W. Blanchard Rd. South Hutchinson, Ks.* **Operating Company:** *Stutzman Refuse Disposal*
Owner: *Waste Connections of Kansas, Inc.*

Materials facility is permitted to accept: *Plastics #1 through #7, corrugated cardboard, chip board (cereal, pop, shoe boxes etc.), newspapers, magazines, junk mail, phone books, other colored paper, clean aluminum, steel and aluminum cans, glass containers (clear, amber, green etc.)*

Materials facility is prohibited from accepting: *No plastic bags or wrap, shredded paper, food waste, styrofoam, ceramic food dishes, electronics (E Waste) batteries, glass windows, mirrors, light bulbs, & household hazardous waste.*

Estimated number of trucks/biweekly collection from the City of Derby: *1 truck / 10 routes.*

B. MSW Transfer Station(s)

Contractor: *Wichita North Transfer Station.*

Location: *4300 W. 37th St. N., Wichita, Ks. Operating Company: Waste Connections of Kansas, Inc.*

Owner: *Waste Connections of Kansas, Inc.*

Permitted tonnage limits: *2500 tons per day at the North Transfer Station*

Through which year? *2030*

Any facility limitations under zoning, use permits, etc.? *None*

Through which year? *N/A*

Haul distance to facility from City: *19.7 miles to the City of Derby*

MSW Transfer Station(s)

Contractor: *Wichita South Transfer Station.*

Location: *5550 W. 55th St. S., Wichita, Ks. Operating Company: Waste Connections of Kansas, Inc.*

Owner: *Waste Connections of Kansas, Inc.*

Permitted tonnage limits: *No Limits*

Through which year? *2030*

Any facility limitations under zoning, use permits, etc.? *None*

Through which year? *N/A*

Haul distance to facility from City: *9.7 miles to the City of Derby*

C. MSW Landfill(s)

Contractor: *Plum Thicket Landfill*

Location: *440 NE 150th Rd. Harper, Ks. Operating Company: Waste Connections of Kansas, Inc.*

Owner: *Waste Connections of Kansas, Inc.*

Permitted tonnage limits: *3000 tons per day.*

Through which year? *The life span of the landfill 23 years*

Any facility limitations under zoning, use permits, etc.? *None*

Through which year? *N/A*

Haul distance to facility from City: *46.8 miles to the City of Derby*

10. Attach your proposed Program Implementation and Transition Plan addressing the following priorities: See Attachment "E"

A. Program Implementation Plan

(1) Demonstrated ability to fully implement programs and services in a timely manner.

- (2) Detailed implementation schedule, including key milestones and dates, demonstrating Respondent's ability to effectively locate and utilize necessary resources for successful program implementation.
 - (3) Demonstrated ability to contribute to public education about services, including:
 - a. Public education bulletins.
 - b. Inserts in newsletters and billing statements.
 - c. School presentations.
 - d. Examples of experience.
 - (4) Other programs or services to meet or exceed minimum performance specifications.
- B. Transition Plan
- (1) A detailed implementation schedule, including the following:
 - a. Key implementation dates.
 - b. Identification of any truck purchase commitment and delivery schedule.
 - c. Identification of any cart purchase commitment and delivery schedule.
 - d. Community outreach and community relations plan/education, especially during transition period.
 - e. Customer service plans.
 - f. Billing service plans.
 - g. Materials processing, disposal, and reporting plans.
 - h. City coordination plans.
 - i. Transition staffing and training plans.
 - j. Collection of old containers and distribution of new ones.
 - k. Selection process for customers to choose cart size for trash.
 - l. Degree of correspondence with present customer service schedules.
 - (2) Transition Record and References
 - a. References to municipalities where Respondent has successfully implemented new programs or services, including knowledgeable contact with phone number.

11. Mandatory Requirements:

- A. **Submit the name of the lead person from your firm who will be responsible for managing this work for Derby together with a brief biography detailing experience of said person and general information about proposer's company.** – *Herschel West / See Resume Brief of Key Personnel on page #4. Of Response Form. See Attachment "F" for general information about Waste Connections of Kansas,*
- B. **Provide a statement of the respondent's background, experience, and understanding of services required. If available, submit examples of experience with similar projects for municipal governments, including contact information.** – *When you choose Waste Connections of Kansas, Inc., you are choosing a company that is right in your neighborhood. Waste Connections of Kansas, Inc. has over 35 years of Municipality experience. We pride ourselves on the service we provide for all our Municipalities. We have maintained and built great relationships over the years. We hope the service we have provided and relationships we have built over the past sixteen (16) years with the City of Derby has proven that it was the right choice to franchise trash & recycle service.*

- C. **Submit a statement describing the proposer's present and projected workload, staffing, and ability to provide prompt, quality services at competitive rates.** *If we are awarded the City of Derby contract our present and projected workload should not change since we currently provide service for the City of Derby. We would use the same employees (Drivers, Customer Service Representative and Management) to provide the same prompt and quality service we have been providing for the past sixteen (16) years.*
- D. **Disclose all fees or other compensation to be paid to or on behalf of the proposer by Derby for services and/or goods provided.** *See Attachment "G"*
- E. **See references in Section #8 of Response Form**
- F. **Submit a statement disclosing any current, pending, or potential disciplinary action or complaint(s) or other like proceedings, including any claims in arbitration, mediation, or litigation, against the firm, entity, or any partner or associate of your firm or team.** *Contractor has no past or pending litigation or claims filed against it that would negatively impact its performance under an agreement with the City of Derby. However, as part of its regulatory filing requirements with the United States Securities and Exchange Commission, Contractor's parent corporation, Waste Connections, Inc., ("WCN") files a description of all material legal proceedings on an annual and quarterly basis. WCN's most recent Form 10-K filing can be found on the SEC's EDGAR website, which contains all material litigation matters impacting WCN and/or its subsidiaries.*
- G. **Disclose any actual or potential conflicts of interest with the City, its officers, elected officials, agents or employees.** *There are none.*
- H. **Conform to the requirement to maintain strict confidentiality about all matters of this project.** *Waste Connections of Kansas will maintain strict confidentiality about all matters of this project.*
- I. **Describe any partnerships with any organizations/subcontractors/suppliers that will play a role in this project.** *– If we are awarded the City of Derby's new contract, we will hire a 3rd party to clean up any spills in the streets of Derby. There will be no other organization, subcontractors, or suppliers involved in this new contract.*
- J. **Provide a copy of your certificate of insurance verifying professional, commercial general, pollution, automobile liability, workers' compensation and umbrella liability insurance coverage with minimum policy limits as detailed in this RFP. The coverage must be maintained and carried in force for the duration of the contract.** *– Please see attached Certificate of Insurance.*
- K. **The proposal should contain detailed information regarding the contractor's proposed schedule and order of work, as well as pricing, in manner that meets or exceeds the following minimum requirements and specifications. The City reserves the absolute right in its obligation to the public to accept the proposal that it determines in its sole discretion best serves the public interest. All proposals must address items listed under Mandatory Requirements number 11 in the RFP.** *Waste Connections has addressed all items under Mandatory Requirements number eleven (11).*

L. Any additional information believed necessary to assist the City in evaluating your proposal may also be submitted. See Attachment "H"

12. Litigation Record: *All material litigation matters are reported to the SEC by Waste Connections*

Provide information on Litigation Records for the past five years for the following entities:

- A. Respondent,
- B. Respondent's affiliates (individual or entities that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Respondent, where "control" has the meaning provided in Rule 144 of the Securities Act of 1993). For the purposes of section, "Respondent" includes Respondent's affiliates, unless otherwise stated.

Certain civil contests	All mediation, arbitration or litigation proceedings, whether settled or reduced to judgment ("Contests") in the following locations and amounts: Anywhere and in any amount, for Respondent Kansas and in excess of \$250,000, with respect to Respondent's affiliates
Criminal Actions	From all jurisdictions: All, whether resolved through no contest, no guilty plea or conviction, and including indictments not resulting in conviction
Administrative Actions (including challenges to contract specifications)	All challenges to a regulation or contract specification All defenses of an action brought by a municipality or other local government to enforce a regulation or contract term or specification
Public procurement or contract disputes	All procurement challenges All contract enforcement or interpretation actions
Revocations	Revocation, suspension or termination of any business or solid waste license, permit, or franchise granted to Respondent or any predecessor in interest
Class Actions	All to Respondent is a party defendant, regardless of status or disposition
Labor Disputes	Including: All strikes, walkouts, slowdowns or other labor disturbances All actions relating to equal employment opportunity, non-discrimination, working conditions, employee safety (including OSHA), in Kansas (with respect to affiliates) and anywhere (with respect to Respondent)

Submission of a proposal certifies that the chief administrative officer of Respondent represents and warrants that the information included in the proposal with respect to civil contests, criminal actions, administrative actions, revocations, class actions and labor disputes described in the proposal is, to the best of his or her knowledge and belief, true and compete as of the date of submission of the proposal.

13. Environmental Record:

Submission of a proposal certifies that the chief administrative officer of Respondent represents and warrants that the information included in the proposal with respect to environmental actions and issues described in the proposal is, to the best of his or her knowledge and belief, true and complete as of the date of submission of the proposal.

Violations <i>Waste Connections of Kansas has not received any Notice of Violations during this time.</i>	List Respondent's pending or threatened: Notices of violation Administrative enforcement proceedings Other actions alleging noncompliance with environmental law, regulation, permit or compliance order (solid waste, air management, etc.) for Respondent anywhere and for Affiliates in Kansas, during the past five (5) years Include case number, date and name of regulatory agency
---	---

14. Exceptions to Terms of Current Contract: See Attachment "I"

In reviewing the current contract with WCI (Attachment A), if you found any provisions unacceptable or if you need to discuss with the City before determining you could agree to, list those issues/questions here (reference the section number) or attach a list:

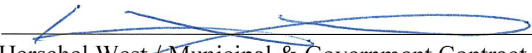
Exceptions to Terms of Current Contract			
Section/Page Reference	Exception	Suggested Alternative Language	Service Fee Impact if No Change Is Made
Section 8(E), Frequency, Missed Pickups, & Hrs. of Collection	Changing language	Waste Connections shall revise collection time(s) with City. This may include extreme heat conditions, which shall mean when the National Weather Service forecast temperatures reaching 95 degrees or higher, creating dangerous working conditions. Safety is our Number One Operating Value, and we want to make sure our drivers go home to their families at the end of each day. In such events, WC time for trash & recycle collections to be as early as 5:00 a.m.	
Section 11(A), #1 & #2 on page #10. Carry Out / Rollout Service	Changing age, cost of service and more detailed information of cart placement	Rollout service shall be provided to customers 75 years of age and older, or disabled, at no additional charge. Residents must show proof of age / disability card required.	Cost has increased to 2 times

		For all other customers, this service will be provided for a charge of two (2) times the curbside rate for the size of container at that residence. Cart must be visible from the street placed in front of garage or on the right side of the home. The driveway FOR ANY Carry Our service resident can be no longer than two (2) car lengths. Any extra bags that do not fit in the cart must be placed at the curb.	the curbside rate.
Section 10(A), page #9. Fees for Basic Curbside Collections Services	Change number of bags and the cost for extra bags	If the residents have a 95-gallon cart, they may place up to 5 bags outside the cart for no fee. Additional bags will be charged \$2.00 each. If the resident has a 65- or 35-gallon cart, they will be charged \$2.00 for each bag.	Reduce the number of bags from 10 to 5 bags, and an increase of \$0.50 for additional bags.
Section 11 (E), page #11. Other Service & Charges	Change the cost of replacements carts	In the event that a waste container becomes lost, unsightly, broken or unserviceable because of the acts or omissions of the residential customer, the customer will be charged \$85 for the resulting repairs or replacement, plus a \$25 charge for a delivery/pickup fee. Customers will not be charged for repair or replacement or the delivery/pickup fee for cart repairs or replacements that result from normal wear and tear, weather elements, or aging equipment.	\$30 Increase
Section 25, page #18. Performance Bond	Form of Contractor's performance bond	Waste Connections performance bond shall be issued on annually renewable terms and in an amount equal to or less than one year of the contract value.	Potential increase to account for cost of bond
Appendix 3	Disclosure of proprietary information to the City.	Waste Connections shall not be required to provide the City with any proprietary information, including detailed cost and pricing information.	N/A
Section 34(B) of the contract	Payment of liquidated damages.	Waste Connections shall not be responsible to pay liquidated damages to the City for any breaches that it timely cures.	N/A

Section 6 Paragraph 10 of the RFP	Contractor shall not be required to carry professional liability insurance.	Waste Connections does not carry professional liability insurance for the type of services that would be provided to the City under the contract.	Potential increase to account for additional line of insurance coverage

In submitting this proposal, the undersigned, on behalf of proposer acknowledges every section of this RFP document including all requirements, terms, conditions, sections, and addenda. Proposal submission format should be by order in which document is outlined. Exceptions to any part of this document and any attachments should be clearly delineated and detailed throughout the proposal.

The undersigned, on behalf of the proposer, certifies that: (1) this proposal is submitted without previous understanding, agreement or connection with any person, team, corporation, or entity making a proposal on the same project; (2) this proposal is submitted without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm, entity, or team in whose name the proposal is entered; (4) the signer has read the complete RFP and understands all provisions, including addenda, contained therein and/or posted online; (5) the proposer will enter into a contract with Derby if its proposal is accepted by Derby, either as submitted or as it may later be modified; (6) Derby may rely on the proposal to be free of mathematical or other errors and omissions; and (7) the proposer is able to provide a letter of credit to protect the City for the term of the contract, and (8) mistakes in writing of the submitted proposal will be the responsibility of the undersigned.

Authorized Signature: 
Printed Name & Title: Herschel West / Municipal & Government Contract Representative
Date: 5/29/2026
E-mail: herschel.west@wasteconnections.com Phone Number: 316-253-8023

Attachment "A"

Waste Connections of Kansas Recycle Program

List of all Acceptable items:

- Corrugated Cardboard
- Chip Board – Cereal, pop, shoe boxes etc.
- Plastics #1-#7
- Newspapers / Magazines / Junk Mail / Phone Books
- Other Light Colored Papers
- Steel Cans
- Aluminum Cans
- Clean Aluminum Foil
- Glass (Glass Food Containers) brown, clear, green & etc.

List of Unacceptable items:

- Plastic bags or wrap
- Shredded paper
- Food Waste
- Styrofoam
- Ceramic food dishes
- Electronics (E Waste) / Batteries
- Glass windows, mirrors & light bulbs
- Household Hazardous Waste

The acceptable recyclable materials must be placed in the appropriate recycle cart. The materials must be loose, not collected in a plastic bag. Plastic bags will contaminate the cart and the truck load. The recycle service will be every other week on the same day as the trash service. Please make sure cart(s) are within two (2) feet from the curb. Make sure the cart is six (6) feet away from cars, mailboxes or anything else that might get in the way of dumping the cart. Cart weight limitation for each automated cart is 200lbs.

The recyclable materials will be collected at the curb and taken to the Wichita Transfer Station and loaded into a semi-trailer. The trailer will be hauled to our Recycle Center in South Hutchinson @ 315 W. Blanchard. The materials will be sorted and separated by hand and machine before being sent to manufacturers.

(Remainder of page intentionally left blank.)

Attachment "B"

Description to dispose of two free bulky waste items per year.

Bulky waste disposal program for Derby residents. Each year, residents may either have two bulk items picked up at the curbside OR have one curbside bulk item and one transfer station trip. Bulk items will continue to be tracked at Waste Connections on your account. Please call-in advance to schedule items to be picked up at the curb. To redeem at either the north or south transfer station trip, contact Waste Connections 316-838-4920 to have a coupon mailed out, or you can pick one up at our office at 2745 N. Ohio in Wichita between 8 a.m. and 5 p.m. Monday through Thursday and 8 a.m. and 4 p.m. on Friday. You take that coupon, along with a photo ID, to the transfer station at 4300 W 37th St N or 5550 W. 55th St. S. to dispose of one pickup truck load for free as long as the weight is less than 1000lbs. The customer will be responsible for the current cost per ton over 1000lbs.

Bulk items are defined as, but not limited to, items outside of bagged household waste like carpet, furniture or appliances.

Cost for each bulky item - \$30.00

Hours at the Transfer Stations:

North Transfer Station
Monday- Friday / 4am to 6pm
Saturday / 6am to 4pm
Sunday / Closed

South Transfer Station
Monday- Friday / 6am to 4pm
Closed Saturday
Sunday / Closed

Mattresses and box springs will not be included in the free bulky waste items and will also be charged per piece at the transfer station. Cost for each mattress or box spring - \$30.00

The reason for the change is due to the difficulties in handling the mattresses at the landfill and the airspace they consume. Mattresses are one of the most difficult waste streams to handle because they do not compact or break down like the rest of the trash. The mattresses, once at the landfill, occupy almost as much air space as the mattress's dimensions. They also have a tendency to work themselves to the top or side of the landfill, which creates an operational nightmare, and it cost each time a mattress wire gets caught up in our equipment.

Replacement coupons will not be sent out, so we recommend getting the coupon close to when you want to redeem that service. This service is only available for active Waste Connections of Kansas customers living inside Derby city limits.

Attachment "C"

Adjustment and Notification of Changes in Customer Rates and Programs

A.) Rate increase will take place on the anniversary date of the new agreement.

Waste Connections of Kansas will need to adjust our rates due to increases in operating costs (i.e. truck parts and repairs, tires, steel, carts, insurance, disposal costs, and commodities).

Waste Connections will implement a two-point five percent (2.5%) rate increase on each anniversary date of the new agreement on all services and fees quoted within this response form #2026-015.

B.) The new effective date will be January 1, 2027. Waste Connections of Kansas will give the City of Derby a 30-day notice/reminder and the residents will receive fifteen (15) days' notice/reminder before the contract anniversary date, of the two-point five percent (2.5%) increase on their quarterly invoice.

The annual increase for all other services Waste Connections provides will also take place on the anniversary date of the new agreement. The special events, temporary roll-off services, temporary carts and roll-off services at the Wastewater Facility.

Fuel Cost Adjustment Commencing in the second (2nd) year of the Term and continuing for the remainder of the Term, the Service Provider may adjust rates annually to account for increases in fuel costs. The fuel cost adjustment shall be calculated as follows: On each anniversary date of the Term, the cost per gallon for Midwest Diesel (as defined below) will be assessed. If the cost per gallon is below \$4.00, will be no additional increase. For each dollar starting with \$4.00 per gallon of diesel fuel, Service Provider may increase rates by one percent (1%). For example, if diesel fuel is at \$4.00 to \$4.99 per gallon, Waste Connections may increase Rates by one percent (1%), if diesel fuel is \$5.00 to \$5.99, Service Provider may increase Rates by two percent (2%) increase, etc.. For purposes of this Section, "Midwest Diesel" shall mean the weekly retail diesel price for the Midwest region as published by the U.S. Energy Information Administration at <https://www.eia.gov/petroleum/gasdiesel/> or any successor publication. Any fuel cost adjustment shall be in addition to, and not in lieu of, any other rate adjustments permitted. Once a fuel cost adjustment is determined as of an anniversary date, such adjusted rate shall remain fixed for the entire contract year following that anniversary date and shall not be reduced on account of any subsequent decline in fuel prices during that contract year.

(Remainder of page intentionally left blank.)

Attachment “D”

Customer Service and Communications Program Commitments

Easy access and responsive answers ensure satisfaction. Our resolution process resolves issues with 24 hours if not the same day.

Waste Connections documents issues from inception through our Customer Service designee to the Customer Notes information database. This information is forwarded to the appropriate supervisor and resolved with responsible personnel within 24 hours. This information also gives us a history on each account (resident) for proactive future solutions.

E. Customer Service Hours. - 8:00 a.m. through 5:00 p.m. Monday through Thursday and 8:00 a.m. through 4:00 p.m. on Friday.

F. Methods for Customers to contact Customer Service. - If the City of Derby or a resident has questions or concerns, they can call our Residential Customer Service number between the hours of 8:00 am through 5:00 pm. Monday through Thursday and 8:00 a.m. through 4:00 p.m. on Friday. They can call our toll-free number 800-388-5902 or local number 316-838-4920 prompt #4 for residential service, or email customerservice5025@wasteconnections.com. Calls are taken in order in which they come in through the main switchboard.

G. Availability to the public during office hours. - They can also visit our office between the same hours at 2745 N. Ohio, Wichita, Ks. 67219.

H. Protocol for resolving public complaints and answering customer questions. – Waste Connections Customer Service Representatives can free up the City of Derby’s staff for other responsibilities and ensure residents satisfaction. A knowledgeable and helpful customer service representative can answer your questions without transferring you from department to department and will answer the City of Derby and its residents’ calls.

I. Availability to City during office hours and in emergencies. - For regular inquiries during business hours the City of Derby can call the Residential Customer Service number between the hours of 8:00am through 5:00pm. Monday through Thursday and 8:00 a.m. through 4:00 p.m. on Friday at 800-388-5902 or 316-838-4920 prompt #4 for residential. If there is an emergency Waste Connections of Kansas, Inc. will give the City of Derby a list of direct lines, cell phone numbers and email addresses of our staff that are qualified to assist with all emergencies.

J. Protocol for communications between dispatchers and drivers. – Residential Customer Service Center & Dispatch have two-way radios and cell phone communication with the collection vehicles, and we link to any radio frequency.

K. Record of all abandonment rates. – 11.9% currently

L. Location of administrative offices and customer service locations for customer payment of bills. – Waste Connection of Kansas, Inc. is located at 2745 N. Ohio, Wichita, Ks. 67219

Attachment “E”

Program Implementation & Transition Plan

A. Program Implementation Plan

If awarded the contract Waste Connections of Kansas already services, the City of Derby residents. There shouldn't be much to implement in January of 2027.

(1) Demonstrate ability to fully implement programs in a timely manner.

- *Trash & Recycle Trucks - We will not have to purchase any trucks, and we will continue to provide service with the current trucks in place. We provide trash service every day of the week with two (2) curbside trash trucks and provide recycle service every day of the week (either A or B week routes) with one (1) automated side load recycle truck.*
- *Trash & Recycle Carts Delivery - All carts will already be in place at each home in the City of Derby city limits.*

(2) Detailed implementation schedule, including key milestones & dates, demonstrating Respondent's ability to effectively locate and utilize for successful program implementation.

- *With all services in place there are no key milestones or dates to mention.*

(3) Demonstrated ability to contribute to public education about services, including:

- *Public education bulletins. - Waste Connections of Kansas, has sent out postcards upon implementation and in regard to program changes.*
- *Inserts in newsletters & billing statements – We have done these throughout the current contract.*
- *School presentations – Can be scheduled upon request from the City of Derby.*
- *Examples of experience. Town Hall Meetings, school and Sr. Citizens presentations and Derby Chamber.*

B. Transition Plan

(1) A detailed implementation schedule, including the following:

- **Key implementation dates** – *If awarded the contract, since we have our service in place nothing will change as of January 1, 2027. If we lose the contract we will work with the new provider months before the effective date to make the change as seamless as possible*
- **Identification of any truck purchase commitment & delivery schedule.** - *There will be no purchasing of any new trucks. We will continue to use the same trucks if awarded the contract.*

- **Identification of any cart purchase commitment & delivery schedule.** - *There will be no purchasing of any new carts. We will continue to use the same carts if awarded the contract.*
- **Community outreach and community relations plan/education, especially during transition period.** - *Since we have been providing service for the past sixteen (16) years, we don't think it will be necessary to have a plan unless the City of Derby requested us to do this.*
- **Customer service plans.** - *We will include information on quarterly invoices to Derby residents if customer service plans change.*
- **Billing service plans.** - *We will include information on quarterly invoices to Derby residents if billing service plans change.*
- **Materials processing, disposal, and reporting plans.** - *Recycling materials and solid waste disposal amounts will be available to the City of Derby on Quarterly basis.*
- **City coordination plans.** - *If awarded the contract, since we are the current provider there will be no coordination plans between the City of Derby & Waste Connections of Kansas, Inc. If we lose the contract, we will coordinate plans with the new provider months before the effective date.*
- **Transition staffing and training plans.** - *Waste Connections will train and assign qualified staff to service the City of Derby. Anytime there are new services or routes, WCI will make sure the necessary training is completed to keep the streets of Derby as safe as possible.*
- **Collection of old containers and distribution of new ones.** - *Since we are the current provider, no carts will be collected. The residents will continue to use their current cart. If we lose the contract, we will communicate with new provider months before the effective date to make sure the change is as seamless as possible.*
- **Selection process for customers to choose cart size for trash.** - *Since we are the current provider, we will assume the current cart size will remain the same.*
- **Degree of correspondence with present customer service schedules.** - *Since we are the current provider there will be no service schedule changes at this time.*

(2) Transition Record & References

- **References to municipalities where Respondent has successfully implemented new programs or services, including knowledgeable contact with phone number.** - *We would like to use the City of Derby as a reference. When we delivered over fourteen thousand (14,000) carts, and delivered multiple front-load containers to over eighteen (18) city owned facilities locations and set up billing for over seven thousand (7,000) homes.*

Attachment “F”

In selecting Waste Connections of Kansas, Inc., you are assured of receiving the following important benefits with our service. Waste Connections will continue to meet all goals that the City of Derby is looking for in their residential solid waste & recycle collections & transportation.

We are currently servicing forty-four (44) municipalities out of our Wichita Hauling Station, and another thirty-four (34) municipalities in Kansas. Herschel West oversees all seventy-eight (78) municipalities in the State of Kansas.

Around forty-five (45) years ago BFI - Browning Ferris Industries provided residential trash service back in the early Eighties (“80’s”). In the spring of 2000 Allied Waste acquired BFI, and a couple months later Waste Connections Inc. acquired Allied Waste in the summer of 2000. For twenty-six (26) years Waste Connections of Kansas, Inc. has been providing service in Wichita and surrounding areas. We have 200 full-time employees. Waste Connections will service the City of Derby with trucks from an existing Fleet of 200 vehicles located at the Wichita Hauling Station at 2745 N. Ohio, Wichita, Ks.

We believe the solid waste service business is a local business managed by professionals living and working in the communities we serve. We strive to provide excellent services for those communities that place their trust in our company and are always dedicated to putting our customers first. We look to technology and growth to help our customers, employees and shareholders “Connect with the Future”. As a public company we have the resources to meet every customer’s needs in a cost effective and environmentally compatible manner. We understand the markets, the philosophy and the unique needs of the customer we serve whether they are industry, commercial accounts, municipal jurisdictions or individual subscribers.

Customer

Our customers range from individual resident subscribers to county and city contracts and include industrial and commercial accounts, contracts with homeowners associations, apartment owners and mobile home operators. We have a market-based strategy for servicing our customers to provide the most cost-effective solution depending on local regulations and solid waste management practices.

Safety and Environment

We are committed to improving the environment for the future of the communities we live in and serve. We believe that our services play an integral part of improving the environment and we are always mindful of having the most cost-effective waste management for our customers. In addition, we are committed to the safety of our workers and have programs in place to continually upgrade our risk management and environmental policies. We ensure that all Waste Connections of Kansas, Inc. employees understand that the Company is committed to environmental excellence in the operation and maintenance of facilities, including providing the appropriate support to all technical employees, policies, and programs to ensure compliance with all applicable laws and regulations.

Technology

All our sites are linked with one another and to the corporate offices via a wide area network that allows real time communication for exchanging financial, customer service and internal data. The company employs a customer service dispatch and routing platform that is Windows based and is both comprehensive and user friendly, allowing for rapid changes to accommodate our ever-changing customers' needs. It is our objective to move from a highly paper-intensive business towards a more automated environment for internal and external transactions and in the process improve overall efficiency. The company also seeks to implement utilization of automated equipment when appropriate and if it's cost effective for our customers. Waste Connections will continue to provide free front load commercial trash and some commercial trash and recycle cart service for City-owned facilities.

Nondiscrimination and Affirmative Action

Waste Connections of Kansas currently has in force a policy regarding non-discrimination in hiring and promotion of employees without regard to their race, religion, handicaps, sex, color or national origin.

Waste Connections of Kansas is an Equal Opportunity Employer and maintains an Affirmative Action Plan in accordance with Executive Order 11246. This plan includes Affirmative Action for Woman, Minorities, Covered Veterans and Persons with Disabilities. No deficiencies or problem areas have been identified in the most recent plan. Waste Connections of Kansas is committed to compliance with all applicable laws providing equal employment opportunities.

When we will collect. We will make residential trash collections once a week between the hours of 6:00 a.m. to 6:00 p.m. each week, and every other week collections for recyclables (residential recycle service will be on the same day as trash collection). Please make sure cart(s) are within two (2) feet from the curb. Make sure the cart is six (6) feet away from cars, mailboxes or anything else that might get in the way of dumping the cart. Cart weight limitation for each automated cart is 200lbs. Waste Connections shall revise collection time(s) with City. This may include extreme heat conditions, which shall mean when the National Weather Service forecast temperatures reaching 95 degrees or higher, creating dangerous working conditions. Safety is our Number One Operating Value, and we want to make sure our drivers go home to their families at the end of each day. In such events, WC time for trash & recycle collections to be as early as 5:00 a.m.

If your scheduled collection day falls on or after a holiday, collection will be delayed by one day (Friday customers will have their collection on Saturday). The holidays we observe are New Year's Day, Thanksgiving, and Christmas Day. Should there be a permanent change in your scheduled collection day, we will notify you in advance.

Waste Connections of Kansas, Inc. Drivers. One of the key factors that set Waste Connections of Kansas, Inc. apart from competitors is the skill of our drivers. We know that our driver is the member of our team who is most frequently in contact with residents. As a result, our drivers are seasoned and continually trained to safely operate all equipment and work with all people they encounter in a professional manner. We hold weekly Safety and Service meetings. Continued education and training is required of drivers as well as all other employees. All drivers will be in uniform and all equipment will have a neat and tidy appearance.

Attachment "G"

Special Events, Temporary Services & Wastewater Roll Off

BBQ & Music Event.

16-Reg.
5-ADA's
10-Handwash Stations
5-8yds
40 trash carts
Total - \$2,733.00 covers delivery and removal of equipment

Firework Celebration on the 4th of July

8-Reg.
4-ADA
5-Handwash Stations
30 Trash Carts
Total - \$1593.00 covers delivery and removal of equipment

Temp Roll Off Service for the City of Derby only

Delivery Fee - \$110
Haul Rate - \$210
Disposal - \$74.00 per ton for MSW trash (current disposal rate)
Disposal - \$55.00 per ton for construction debris (current disposal rate)
No Rental cost for up to 7 days, \$2.00 per day after 7 days

Temporary Weekend Cart Service Only

\$75 Delivery Fee
\$75 Removal Fee
\$15 for each trash cart
\$15 for each recycle cart

Permanent Roll Off at the Service at Wastewater Treatment Facility

Haul Rate - \$380.00
Disposal - \$59.00 or current disposal cost.
Liner - \$75.00
Overweight Fee - \$150.00 (over ten (10) tons)

- All services will be subjected to the City of Derby annual increases.

Attachment “H”

Waste Connections now has Digital Communications to serve the residents of Derby. We now have a Mobile App you can download on most phones, and a Waste Wizard that is provided as a “widget” so it can be added to the city website.

WasteConnect App

Collection Calendar – The Collection calendar is quick and easy and residents love it. Residents can subscribe to weekly email, phone, or text message reminders for their service days and holiday schedule.

- Waste Wizard – From aluminum cans to zip lock bags, the Waste Wizard helps residents to figure out what goes in what bin
- Add Waste Connections web widget to the Derby website or Facebook.
- Waste Connections can send service alerts to affected customers for holidays or service delays occur.

(Remainder of page intentionally left blank.)

Attachment “I”

Waste Connections of Kansas, Inc. (“Contractor”) offers the following items to be incorporated in a contract and as exceptions to the **Request for Proposals for Residential Solid Waste and Recyclables Collection and Transportation Services** (“RFP”) issued by the **City of Derby, Kansas** (the “City”). These items are intended to identify areas of concern and remain negotiable. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

EXCEPTIONS TO RFP

- Contractor takes exception to Section 6, Paragraph 10 of the RFP. Contractor does not carry professional liability insurance for the type of services that would be provided to the City under the contract.
- Contractor takes exception to Section 10, Paragraph 9 of the RFP. Contractor’s performance bond shall be issued on annually renewable terms and in an amount equal to one year of the contract value.
- In addition to the terms set forth in the RFP, Contractor seeks inclusion of the following provisions in the contract between the City and Contractor:
 1. The City hereby grants the exclusive right and privilege to Contractor to perform all of the services set forth in the RFP. The City may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.
 2. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.
 3. Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.
 4. Except in the case of Contractor’s negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.

5. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer (excluding normal wear and tear), the customer will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
6. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, customers shall have care, custody and control of the equipment while at the service locations. Customers shall use the equipment only for its proper and intended purpose. Customers shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customers shall pay additional charges each time that a container is overloaded (by weight or volume). Customers must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.
7. Notwithstanding anything herein to the contrary, Contractor may pass through and the customers shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).
8. If either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice.
9. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, epidemics, pandemics, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Prop & Casualty Serv Inc. 3620 American River Drive Suite 125 Sacramento CA 95864		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: wcnuscoirequest@nfp.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ACE American Insurance Company	
		INSURER B: Chubb Indemnity Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2071576324 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HDO G49353066	8/1/2025	8/1/2026	EACH OCCURRENCE \$ \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$2,000,000 GENERAL AGGREGATE \$ \$5,000,000 PRODUCTS - COMP/OP AGG \$ \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ISAH10755517	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ \$10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WLR C72796573	8/1/2025	8/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ \$1,500,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,500,000 E.L. DISEASE - POLICY LIMIT \$ \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Derby 611 N Mulberry Rd Wichita, KS 67037	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--