

**EDGERTON CITY COUNCIL
SPECIAL MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
November 20, 2014
7:00 PM**

Call to Order

1. **Roll Call** ___ Roberts ___ Longanecker ___ Brown ___ Crooks ___ Cross ___ Troutner
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Agenda Approval

Regular Agenda

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

Business Requiring Action

7. **CONSIDER AWARD OF RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES TO GARDNER DISPOSAL AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT**

Motion: _____ Second: _____ Vote: _____

8. **PUBLIC HEARING REGARDING AMENDED RESOLUTION OF INTENT FOR INLAND PORT XI**
9. **CONSIDER RESOLUTION NO. 11-20-14A AMENDING RESOLUTION NO. 09-11-2014A DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF ELHC XI, LLC**

Motion: _____ Second: _____ Vote: _____

10. PUBLIC HEARING REGARDING RESOLUTION OF INTENT FOR INLAND PORT XII

11. CONSIDER RESOLUTION NO. 11-20-14B DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE AMOUNT OF \$29,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF ELHC XII, LLC

Motion: _____ Second: _____ Vote: _____

12. CONSIDER AWARD OF CONSTRUCTION OF THE 2014 ASPHALT PATCHING (EDGEWOOD CUT OUTS) TO KILLOUGH CONSTRUCTION, INC. AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT

Motion: _____ Second: _____ Vote: _____

13. Report by City Administrator

- o December 18th 6:00 PM USD 231 Community Forum regarding Local Option Budget - <http://www.usd231.com/District/Portal/local-option-budget-general-information>

14. Report by the Mayor

15. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE BOND COUNSEL AND CITY ADMINISTRATOR

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

16. Future Meeting/Event Reminders:

- November 19th Noon – Senior Lunch
- November 20th 7:00 PM – Edgerton City Council Special Session
- November 27th and 28th Thanksgiving Holiday – City Offices CLOSED
- November 27th – City Council meeting CANCELLED
- November 28th – Trash Pickup FRIDAY
- December 5th 6:30 PM – Mayor Holiday Tree Lighting and Meet Santa
- December 9th 7:00 PM – Planning Commission
- December 10th 7:00 PM – Christmas Light Judging

- Dec ember 11th 7:00 PM – City Council
- December 18th 6:00 PM – USD 231 Community Forum Local Option Budget
- December 25th – City Offices Closed
- December 26th – Trash Pickup FRIDAY
- January 1st – City Offices Closed

17. **Adjourn** Motion: _____ Second: _____ Vote: _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Award of Residential Solid Waste Collection and Disposal Services to Gardner Disposal and Authorize the Mayor to Execute the Contract

Department: Administration

Background/Description of Item: Beginning January 1, 2012, the City of Edgerton contracted with Deffenbaugh Industries to provide residential solid waste collection and disposal services. The contract to provide residential services ends December 31, 2014. In August, City Council directed staff to solicit bids for residential solid waste collection through a formal bid process. A copy of that Request for Bids is enclosed.

The City of Edgerton held a public bid opening on November 12th. The City received two qualified bids from Gardner Disposal Service, Inc. and Deffenbaugh Industries, Inc. The bid tabulations are attached.

The residential solid waste collection and disposal service is exactly the same as currently provided to residents. The service includes one (1) 95-gallon container for refuse and one (1) 65-gallon container for recyclables. All refuse must fit inside the container provided or have a sticker purchased for additional bags. Recyclables are unlimited. The service provides curbside collection of residential yard waste including grass, plant clippings, leaves and limbs once per week. During normal months the limit is eight (8) yard waste items. During the months of March, April, August, September, October and November the limit is twelve (12) items. Finally, the service includes the pickup of one furniture item per dwelling per week at no additional charge.

Upon review of the bid tabulations, staff recommends Gardner Disposal as the lowest and best bidder based on the bid amount for monthly rate for residents. The bid amounts for additional containers and pick up of bulky item were also lower with Gardner Disposal. The monthly charges for sludge removal are not prohibitive and fit within the approved 2015 budget.

The current rate with Deffenbaugh Industries is \$13.66 per customer per month. Resolution No. 12-08-11E reduced the monthly solid waste charge per dwelling by fifty percent (50%) to \$6.83 per month. If approved, the rate for residential solid waste collection would be \$15.00 per dwelling. If City Council approves Gardner Disposal, staff would prepare a resolution similar to Resolution No. 12-08-11E for consideration at the December 11th City Council meeting that would reduce the monthly solid waste charge per dwelling to \$7.50 per month. If approved, the increase in monthly cost for solid waste collection would be \$0.67 per dwelling.

Because the current contract with Deffenbaugh will end on December 31, 2014, staff would recommend approval of Gardner Disposal Service, Inc. as the provider of solid waste collection services and authorize the Mayor to execute a contract for services. A draft of the contract was not finalized at time of publication of the packet. A draft copy will be provided at November 20, 2014 City Council meeting.

If approved, staff will be working closely with Gardner Disposal Services on a public information campaign to insure residents are informed about the new residential solid waste provider. Staff would anticipate information being provided in the water bills, city newsletter, on the website and a separate mailer. Residents will be asked to submit requests for additional cards, smaller size carts or houseside collection.

Enclosure: Bid Tabulations
Request for Bids for Solid Waste Collection and Disposal Services

Related Ordinance(s) or Statute(s): Chapter VIII Article 5 Solid Waste

Recommendation: Approve Award of Residential Solid Waste Collection and Disposal Services to Gardner Disposal and Authorize the Mayor to Execute the Contract

Funding Source: General – General Government – Trash Contract; Sewer – Treatment Plant - Trash

Prepared by: Beth Linn, City Administrator
Date: November 19, 2014

City of Edgerton
 Residential Solid Waste Collection and Disposal Services
 Bid Opening
 November 12, 2014
 10:00am

		Gardner Disposal Services, Inc.	Deffenbaugh Industries, Inc.
Addendum 1 Bid Bond		yes	yes
		yes	yes
Schedule I Solid Waste & Recycling	Weekly Collection	\$15.00	\$16.13
	Addtl Container	\$5.00 Trash/\$1.00 Recycle	\$10.00
	Addtl Bag	\$1.50 each	\$1.25 each
Schedule II Yard Waste	Weekly Collection	included	included
	Addtl Bag	\$1.50 each	\$1.25 each
Schedule III Bulk Items	Furniture	\$10.00	\$15.00
	Appliances	\$10.00	\$25.00
	Construction Debris	per bid	\$20.00/cu yd
Schedule IV City Facilities	City Hall	\$0.00	included
	Edgerton Wastewater	\$200/month	included
	Mnthly Sludge Dump	\$100/month	\$225/haul
	Sludge per Ton	\$30/ton	\$30/ton
	BBC WWTP	\$100/month	included
	Mnthly Sludge Dump Sludge per Ton	\$100/month \$30/ton	\$225/haul \$30/ton



BID DOCUMENT

FOR

**RESIDENTIAL SOLID WASTE
COLLECTION AND DISPOSAL SERVICES**

2014

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1. ADVERTISEMENT FOR BID

Sealed bid proposals for RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES in the City of Edgerton, Kansas will be received from qualified bidders until **10:00 AM ON NOVEMBER 12, 2014** at the Edgerton City Hall at 404 East Nelson, Edgerton, KS 66021 at which time they will be publicly opened. Bids received after the designated closing time will be returned unopened.

All proposals shall be made on a printed proposal form included in the BID DOCUMENT FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES containing the specifications for Work and shall be submitted in a sealed envelope addressed to the City of Edgerton and marked "RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL."

The scope of work includes the curbside collection of residential solid waste using volume-based rate structure, unlimited recyclable materials, segregated yard waste, special/bulk items and service to city facilities.

The Bid Document may be examined in the City Clerk's Office of Edgerton City Hall at 404 East Nelson, Edgerton, Kansas 66021. Copies of the Bid Document including the proposal forms for the purposes of bidding may be obtained from the City Clerk at City Hall. Any questions shall be directed to Beth Linn, City Administrator, at 913-893-6231 x115.

Each bid shall be accompanied by a certified check or cashier's check drawn on a National Bank or a bank having membership in the Federal Reserve System or a bid bond made payable to "The City of Edgerton, Kansas" in an amount of not less than 5% of the total bid, which may be retained until a contract for the project has been awarded. Bid checks or bid bonds will be returned to the unsuccessful bidder if and when the bids are rejected. An agent authorized to transact business in the State of Kansas shall write the bonds.

The City of Edgerton shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the Contract and the bidder shall furnish the City of Edgerton all such information and data for this purpose as it may request. The right is reserved to reject any bid where the City's past experience with the bidder or where an investigation of available evidence or information does not satisfy the City of Edgerton, in its sole discretion, that the bidder is qualified to carry out properly the terms of the Contract.

The bidder to whom the Work is awarded will be required to furnish a Performance Bond to the City of Edgerton, Kansas in the amount of twenty-five percent (25%) of the total annualized bid amount of the Contract, and in accordance with Kansas Statutory requirements, guaranteeing faithful compliance with the terms of the Contract. Each bond shall be written by an agent having an established office in Kansas.

The City reserves the right to reject any or all proposals, waive irregularities and/or informalities in proposal and make an award in any manner consistent with the law deemed in the best interest of the City.

Bids may be held by The City of Edgerton for a period not to exceed sixty (60) days from the date of opening of the bids for the purpose of reviewing the bids and investigation of the qualifications of the bidder prior to awarding of the Contract.

2. INSTRUCTIONS TO BIDDERS

a. GENERAL NOTICE

Sealed bid proposals for RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE in the City of Edgerton, Kansas will be received from qualified bidder until **10:00 AM ON NOVEMBER 12, 2014** at the Edgerton City Hall at 404 East Nelson, Edgerton, KS 66021 at which time they will be publicly opened. Bids received after the designated closing time will be returned unopened.

b. BIDDING DOCUMENTS

The Bid Document may be examined in the City Clerk's Office of Edgerton City Hall at 404 East Nelson, Edgerton, Kansas 66021. Copies of the Bid Document including the proposal forms for the purposes of bidding may be obtained from the City Clerk at City Hall. Any questions shall be directed to Beth Linn, City Administrator, at 913-893-6231 x115.

c. PROPOSALS

All bid proposals shall be made on the bid proposal forms attached hereto and shall give the amount of bids for the work in both words and figures on the Rate Schedule and must be signed by the Contractor. All blank spaces in each bid proposal form must be completed in full in ink or typewritten. Every bidder must provide a BID PROPOSAL and a RATE SCHEDULE.

If a unit price or a lump sum already entered by the Contractor on the bid proposal form is to be altered, it shall be crossed out with ink and the new unit price entered above or below it, and initialed by the Contractor in ink.

In case of a discrepancy between the unit prices as indicated in figures and the unit prices indicated in words, the unit prices as written out in words in the bid proposal form shall govern and any errors found elsewhere, will be corrected.

Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Contractor and plainly marked "RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL." The City may consider as irregular any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids.

Any bids may be withdrawn prior to the above scheduled time for the opening of the bids or authorized postponement thereof.

d. PROPOSAL GUARANTEE

Each proposal shall, as guarantee of good faith on the part of the bidder, be accompanied by a certified check or cashier's check, drawn on a National Bank, or on a bank having a membership in the Federal Reserve System, or a bid bond, in the amount of not less than five percent (5%) of the total bid. The proposal guarantee shall be made payable without conditions to "The City of Edgerton, Kansas" and the amount of the check will be retained by, and forfeited to, the Owners as liquidated damage if such proposal is accepted and the contract is awarded, and the bidder fails to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owners.

e. SIGNATURE OF BIDDER

The BID PROPOSAL must be properly signed in ink and the address of the Contractor given. The legal status of the bidder, whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws. A limited liability company shall execute the bid by its duly authorized managers or other officers in accordance with its articles or organization, operating agreement and/or applicable law. Partnership Contractors shall give full names and addresses of all partners.

If the bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the BID PROPOSAL.

Anyone signing a BID PROPOSAL as an agent or of another or others must submit with his bid legal evidence of his authority to do so.

f. ONLY ONE PROPOSAL ACCEPTED

No bidder may submit more than one (1) proposal. Two proposals under different names will not be received from one firm or association.

g. ADDENDA AND EXPLANATIONS

Explanations desired by prospective bidders shall be requested of the City in writing no later than seven (7) days prior to the date fixed for the submission and opening of bids. If explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing addressed to the City Administrator. Any verbal statements regarding same by any person prior to the award shall be non-authoritative and non-binding.

Addenda issued to bidders prior to date of receipt of bids shall become a part of the contract document, and all bids shall include the work described in the addenda.

h. COMPETENCY OF BIDDER

The opening and reading of the bid shall not be construed as an acceptance of the Contractor as a qualified, responsible bidder. The City reserves the right to determine the competence and responsibility of a bidder from its knowledge of the bidder's qualification or from other sources.

i. CONDITIONS

Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the contract. Bidder shall thoroughly examine and be familiar with the specifications. It is expected that bidders will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its bid or to the contract. The City shall make all documents available to the bidder.

The bidder shall make its own determination as to the conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

The bidder's attention is directed to the fact that all applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, as those laws, ordinances, rules and regulations may exist at the effective date of said contract and as they may be amended. Such shall be deemed to be included in the contract as though written out in full in the contract.

j. QUANTITIES

At the time of preparation of this BID DOCUMENT, this Contract would serve 855 customers. This number may increase (or decrease) to a greater (or lesser) quantity by the time a contract is executed and during the duration of the contract.

k. PERFORMANCE BOND

The contractor to whom the Work is awarded will be required to furnish a Performance Bond to the City of Edgerton, Kansas in the amount of twenty-five percent (25%) of the total annualized bid amount of the Contract, and in accordance with Kansas Statutory requirements, guaranteeing faithful compliance with the terms of the Contract.

All bonds shall be executed by a surety company authorized to transact business in the State of Kansas, and acceptable as surety to The City of Edgerton, Kansas. Each bond must be accompanied by a "Power of Attorney." The bonds shall be written by an agent authorized to transact business in the State of Kansas.

I. INSURANCE

The Contractor shall at all times during the contract maintain in full force and effect insurance of the following kinds and minimum limits. The carrier shall be rated A or higher by a recognized rating organization or as acceptable to the City and shall be licensed and admitted in the State of Kansas. A thirty day notice of cancellation is required on all insurance. The Contractor shall furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

The Contractor shall defend, indemnify and save the City of Edgerton harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and damages sustained to persons or property by reason of the acts or omissions of the Contractor, its subcontractors, agents or employees in the performance of this Contract.

The City of Edgerton, Kansas shall be named as an additional insured and loss payee on all policies of insurance issued to the Contractor and required by the terms of the Contractor's Contract with the City.

<u>Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000

m. RETURN OF PROPOSAL GUARANTEE

The bid checks or bonds of the three (3) lowest and best bidders may be retained for a period of not more than sixty (60) days pending the execution of the Contract and bonds by the successful bidder. All other bidders' checks or bonds will be returned immediately after the bids have been tabulated and the three lowest and best bids have been determined. Checks or bonds, which have been retained, will be returned when the contractor to whom the Contract has been awarded has furnished approved bonds and filed the necessary number of signed Contracts with the City of Edgerton, Kansas.

n. REJECTION OF BIDS

The City of Edgerton, Kansas reserves the right to reject any or all bids for any reason and to omit one or more items, or portions of items, of the proposal from the award of the Contract, in its sole discretion.

o. PAYMENTS

The City will pay the Contractor for services rendered within thirty (30) days following the end of the month. Such payment shall be based on the attached Rate Schedule and the number of accounts established on the City's computerized utility billing systems. The City shall revise the number of accounts on a monthly basis and the number shall be the number the City is billed for the month. The Contractor shall bill and collect for Schedule I, II, III and IV services based on the RATE SCHEDULE.

p. LICENSES AND TAXES

The Contractor shall obtain a Johnson County Hauler License through the Johnson County Environmental Department. In addition, the Contractor shall obtain all other licenses and permits (other than the license and permit granted by the contract) and pay all applicable taxes required by the City, County or the State of Kansas.

3. SCOPE OF WORK

The work under bid for the contract shall consist of the items contained in Exhibit A of this proposal, including all incidentals necessary to fully complete said work in accordance with the bid document.

The work under the awarded contract does not include the collection and disposal of any increased volume resulting from a flood, tornado, or similar or different acts of God over which the Contractor has no control. In the event of such a flood, tornado or other acts of God, the Contractor and the City will negotiate the payment to be made to the Contractor, if the Contractor and the City agree that such increased volume is to be handled by the Contractor. Further, if the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

4. GENERAL SPECIFICATIONS

The following specifications shall apply to all solid waste collections. Specifications unique to Schedules I, II, and III are listed separately.

a. HOURS OF OPERATION

Collection of solid waste shall not start before 7:00 a.m. or continue after 5:00 p.m. of the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. City facilities are open Monday through Friday from 8:00 AM to 4:30 excluding holidays. All collection at city facilities must be completed during normal city hours of operation.

b. ROUTES OF COLLECTION

Collection routes shall be established by the Contractor subject to the approval of the City through its City Administrator. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld.

The Contractor may from time to time propose changes to the routes or days of collection. Upon the City's approval of the proposed change, the Contractor shall promptly give written or published notice to the affected service locations.

c. HOLIDAYS

The City of Edgerton currently observes the holidays listed below. The City will notify Contractor of any future changes in holidays observed by the City. The Contractor may also observe all the above mentioned holidays by suspension of collection services on the holiday, but such suspensions in no manner relieves the Contractor of its obligation to provide collection service as provided in the contract. To compensate for the holidays mentioned above, the work schedule shall be moved to one (1) day after holiday, so that every scheduled service location receives its normal level of service during the week. Services shall return to the normal work schedule the following week.

New Year's Day (January 1)
Presidents Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veteran's Day (November 11)
Thanksgiving (4th Thursday of November)
Day after Thanksgiving (4th Friday of November)
Christmas (December 25)

d. ACCOUNT MANAGEMENT

The number of accounts (the number of customers served) will be adjusted monthly. The City may receive requests for service to additional service locations not initially included in the contract. The City will investigate all requests for service and will make the determination of eligibility for service and thereupon notify the Contractor. The Contractor will be required to add this location to his route immediately. The City may annex areas in the future. These areas will be added to the list of residences that require residential solid waste collection and disposal services. The City at time of publication of the Request for Bid has approximately 600 active accounts.

The Contractor shall discontinue solid waste collection service at any unit as set forth in a written delinquent or termination notice sent by the City. Upon further notification by the City, the Contractor shall resume collection on the next regularly scheduled collection day. The City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractors' discontinuing service at any location at the direction of the City.

e. COMPLAINTS

All complaints shall be received by the City and shall be given promptly to the Contractor. The Contractor shall be equipped with a local telephone and qualified attendants as may be necessary to receive and process complaints and service requests or receive instructions and directions from the City during the hours of 8:00 a.m. to 4:30 p.m. each and every working day during the term of the contract or renewal thereafter.

All complaints shall be resolved within twenty-four (24) hours. The Contractor shall maintain forms or logs indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of the same. Such records shall be available for City inspection at all times during normal working hours. When a complaint is received on the day proceeding a holiday or on a Friday, it shall be serviced by the Contractor no later than the next working day.

The Contractor will furnish to the City the following reports on a weekly basis: (1) a report of the service locations not served on the regular scheduled service day and reason service could not be given; (2) a report of the complaints received and the resolution of these complaints.

The City may require the Contractor to make personal supervisory contact to resolve a service complaint.

f. CONTRACT DURATION

Subject to the Kansas Cash Basis law, the contract term shall be three (3) years and shall initially run from January 1, 2015 through December 31, 2017. The contract may be terminated at the end of the contract term unless the City and Contractor have mutually agreed upon an extension no later than four (4) months prior to the expiration date. All subsequent contract extensions, if any, shall be in increments of two (2) years.

Furthermore, the contract may be terminated within seven (7) days of the date of written notice to the Contractor if the Contractor:

- A. Fails to begin work at the time specified or fails to substantially perform the work with adequate personnel or equipment.
- B. Fails to perform the work suitably or discontinues the performance of work.
- C. Fails to provide reasonable customer service.
- D. Becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency or allows any final judgment for the payment of money to stand against him unsatisfied and the City gives notice of such default the Contractor or his surety fails to secure such default within two (2) days after such notice.

Finally the contract may be terminated at any time by mutual agreement of the City and Contractor.

g. CONTRACTOR'S PERSONNEL

The Contractor shall assign an On-Site Superintendent, a qualified person to be in charge of the operations contracted for and serve as the liaison to the City. This person shall be present in the city limits during times of operation of the contractor and shall serve as the contact for City staff for complaints each week during weekly collection. The information regarding experience of that person shall be furnished to the City upon request.

The Contractor's employees shall carry valid operator licenses for the type of vehicle they are driving. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex, or national origin. No Contractor personnel shall use alcohol or unlawful drugs while providing service under this contract. Documentation to this effect shall be required of the Contractor and may be reviewed by the City upon request.

h. CUSTOMER SERVICE REQUIREMENTS

The Contractor shall provide high quality customer service, and shall:

- A. Treat all customers with dignity and respect.
- B. Treat customer's property with respect.

- C. Answer questions, comments, and complaints from customers in a timely manner.
 - D. Replace the lid to containers, leave containers upright and out of the street and driveway, and will not block access to mailboxes.
 - E. Leave a note to the customer indicating problems with items that cannot be picked up.
 - F. Immediately clean up leaks or spills and pick up any trash dropped by the Contractor.
- i. OWNERSHIP
Title to refuse and dead animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a container, or removed by the Contractor from the residential unit, whichever last occurs.
- j. INDEMNITY
Contractor will indemnify, defend, and save harmless the City, its officers, agents, servants, and employees from and against any and all Court actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys, fees arising out of the award of this contract for a willful or negligent act or omission of the City, its officers, agents, servants and employees.
- k. GRANT OR RIGHT
The Contractor or Contractors shall be the only person or organization authorized by the City to provide residential solid waste collection and disposal services within the City of Edgerton provided and paid for by the City, unless otherwise provided for by this agreement. It is the understanding and intention of the parties hereto that this agreement shall not constitute a franchise, but a contract for the collection and disposal of solid waste collected under the contract within the corporate limits of the City of Edgerton, Kansas.
- l. COMPLIANCE WITH LAWS
The Contractor shall conduct operations under the contract in compliance with applicable laws including city, county, state and federal regulations, provided, however, that the general specifications of the contract shall govern the obligations of the Contractor where there exists conflict with ordinances of the City on the subject. Equipment utilized shall comply with all axle weight restrictions.

m. CHANGES IN CHARTER AND ORDINANCES OF THE CITY

Any change in the existing City Charter or any ordinance of the City shall not affect the validity hereof or alter, modify, or amend the obligations or duties of, or the privileges or benefits occurring to the Contractor hereof, provided, however, that any changes in the ordinances of the City relating to the solid waste collection and disposal that are applicable throughout the City shall apply also within the service areas with Contractor's compensation being adjusted for any increased or decreased costs resulting from such changes.

n. TRANSFER AND ASSIGNMENT

Other than by operation of law, no assignment of the contract or right accruing under this contract shall be made in whole or in part by the Contractor without express written consent of the City. In the event of an assignment, the assignee shall assume the liability of the Contractor. The obligations of the Contractor are not to be sub-contracted, assigned, or transferred to any person or organization without first having obtained in writing the consent of the City.

o. SOLID WASTE MANAGEMENT ACT DATA SUBMISSION REQUIREMENTS

The Contractor shall be required to provide to the City all data requests deemed necessary by the City in compliance with the reporting requirements of the Solid Waste Management Act of 1989 (SB 111), as amended, or any other federal or state law or regulation. The Contractor is expected to be thoroughly familiar with the reporting requirements stipulated in said acts.

p. HAULING

All solid waste hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling, or blowing are prevented. The Contractor shall immediately clean up any leaking, spilled or blown items, particularly hydraulic fluid and petroleum products.

q. NOTIFICATION

The City shall notify its citizens of complaint procedures, rates, regulations and days for scheduled solid waste collection.

r. MODIFICATION TO RATES

The Contractor shall provide and perform all of the work specified herein for the amount indicated in the bid proposal for the duration of the contract. It is expressly understood that the payment provided for in accordance with the Rate Schedule shall constitute full and complete payment to the Contractor for all services provided by the Contractor as specified.

s. NON-DISCRIMINATION, AFFIRMATIVE ACTION & FEDERAL REGULATION

- A. The Contractor shall be an equal opportunity employer as defined by Section 1000 (e) of Chapter 21, Title 42, of the United States Code

Annotated, and comply with all Federal Regulations or acts regarding construction or employment when Federal Funds are used on the project.

- B. The Contractor shall observe the provision of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Work under the present Contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- C. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the Kansas Commission on Civil Rights.
- D. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 1977 Supp. 44-1031, as amended, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the Owner.
- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended in whole or in part, by the Owner.

The Contractor shall include the provisions of paragraphs (A) through (E) inclusively of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

EXHIBIT A

SCHEDULE I SPECIFICATIONS RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS

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

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

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

Recyclable Materials: The Contractor shall provide at least one 95/96 gallon container to each customer for the curbside collection of unlimited recyclable materials. Collection of recyclable materials is not an optional service and must be included in the base fee for Schedule I. In accordance with the Johnson County solid waste regulations, the Contractor shall accept common recyclables such as food-grade plastics, cardboard, office paper, newspaper, chip board, phone books, junk mail, magazines and aluminum and steel cans.

Special Accommodation: Aged, feeble or handicapped customers for whom it would be impractical or difficult to transport the container to the curbside shall be served from their house side or where their containers are generally kept, provided the City shall provide a written list of such customers to the Contractor on a quarterly basis.

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

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

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

SCHEDULE II SPECIFICATIONS YARD WASTE

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

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

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

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

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

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

SCHEDULE III SPECIFICATIONS SPECIAL/BULK ITEMS

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

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

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

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

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

SCHEDULE IV SPECIFICATIONS CITY FACILITIES

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

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

A. City Hall: (404 E. Nelson)

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

B. Edgerton Wastewater Treatment Facility (710 E. Nelson):

1. Solid Waste: The Contractor shall provide one (1) twenty-yard dumpster for the disposal of solid waste. The containers will be collected once per month on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide at least one (1) 95/96 containers for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per month on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.
3. Sludge Disposal: The Contractor shall provide a 15-yard dumpster necessary for sludge disposal. The City will pay a monthly fee for the dumpster and fee per ton upon disposal of belt press sludge dumpster. Disposal removal occurs based on call generated from staff. Once call is placed, removal shall occur within two business days during normal business hours (Monday through Friday 8:00 AM to 4:30 PM excluding holidays).

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

1. Solid Waste: The Contractor shall provide two (2) one-yard dumpsters for the disposal of solid waste. The dumpsters will be collected once per week on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide at least one 95/96 container for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per

week on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.

3. Sludge Disposal: The Contractor shall provide a 20-yard dumpster necessary for sludge disposal. The City will pay a monthly fee per dumpster and fee per ton upon disposal of sludge dumpster. Disposal removal occurs based on call generated from staff. Once call is placed, removal shall occur within two business days during normal business hours (Monday through Friday 8:00 AM to 4:30 PM excluding holidays).

Annual Citywide Cleanup:

The Contractor shall provide curbside bulky item collection one Saturday per year as scheduled between staff and the Contractor. Curbside collection shall include appliances without CFCs, furniture, carpet, construction debris, etc. Contractor shall provide dumpster for collection of appliance that contain CFCs at Edgerton Wastewater Treatment Facility.

Future Facilities:

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

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

BID PROPOSAL

To: City of Edgerton
404 E. Nelson Street – P. O. Box 255
Edgerton, Kansas 66021

The undersigned, having carefully read and considered the terms and conditions of the *Bid Document for Residential Solid Waste Collection and Disposal*, does hereby offer to furnish all materials, supplies, tool, labor and equipment to perform such services on behalf of the City of Edgerton of the type and quality and in the manner described, and subject to, and in accordance with, the terms and conditions set forth in the Bid Document at the rates, expressed in both words and numerals, set forth in the attached Rate Schedule.

The Contractor agrees to provide the City with the required performance bond and enter into a Contract with the City of Edgerton within ten (10) business days of acceptance of this proposal.

Enclosed is a (Certified Check) (Cashier's Check) (Bid Bond) in the amount of _____ Dollars which the undersigned agrees to be forfeited to and become the property of the City of Edgerton, Kansas as liquidated damages should this proposal be accepted and the Contract be awarded to him and he fail to enter into a contract in the form prescribed, and to furnish the required bond within ten (10) business days as above stipulated. Otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the contract and delivery of the approved bonds to said City of Edgerton, Kansas.

I/We acknowledge receipt of the following addenda:

Dated in _____ this _____ day of
20__.

SIGNATURE OF BIDDER:

(If an Individual): _____ doing
business as

(If a Partnership):

By: _____

Member of Firm _____

(If a Corporation):

By: _____

Name _____

Title _____

SEAL

Business Address of Bidder: _____

Phone: _____

Fax: _____

RATE SCHEDULE

SCHEDULE I: RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS

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

_____ Dollars
\$ _____

Additional 95/96 container requested by resident

_____ Dollars
\$ _____

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

_____ Dollars
\$ _____

SCHEDULE II: YARD WASTE

Once weekly collection of yard waste including grass, plant clippings, leaves and limbs segregated from solid waste to be disposed. Grass, plant clippings and leaves shall be bagged in paper bags. Limbs shall be bundled and tied with string. Limit of eight (8) yard waste items collected except during the months of March, April, August, September, October and November when the limit is twelve (12) items. Price listed shall be per customer, per month, with number of customers revised monthly.

_____ Dollars
\$ _____

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

_____ Dollars
\$ _____

SCHEDULE III: SPECIAL/BULK ITEMS

The Contractor shall pickup bulk items, such as furniture, appliances, and construction and demolition debris. The Contractor shall pickup one furniture item per dwelling per week at no additional charge. Contractor shall pickup other large items at fee listed below.

Furniture:

_____ Dollars
\$ _____

Appliances:

_____ Dollars
\$ _____

Construction and Demolition Debris:

_____ Dollars
\$ _____

SCHEDULE IV: CITY FACILITIES

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

City Hall: (404 E. Nelson)

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

_____ Dollars per month
\$ _____

Edgerton Wastewater Facility: (710 E. Nelson)

Once monthly collection of one (1) twenty-yard dumpster for solid waste and at least one (1) 95/96 container for the collection of recyclable materials:

_____ Dollars per month
\$ _____

Monthly Fee for Sludge Dumpster:

Provide a 15-yard dumpster for sludge disposal.

_____ Dollars per month
\$ _____

Sludge Disposal per Ton as necessary:

Sludge disposal occurs based on call generated from staff. Once call is placed, removal shall occur within two business days during normal business hours.

_____ Dollars per ton
\$ _____ per ton

Big Bull Creek Wastewater Facility: (20600 Homestead Lane)

Once weekly collection of two (2) one-yard dumpsters for solid waste and at least one 95/96 container for the collection of recyclable materials:

_____ Dollars per month
\$ _____

Monthly Fee for Sludge Dumpster:

Provide a twenty-yard dumpster for sludge disposal.

_____ Dollars per month
\$ _____

Sludge Disposal per Ton as necessary:

Sludge disposal occurs based on call generated from staff. Once call is placed, removal shall occur within two business days during normal business hours.

_____ Dollars per ton
\$ _____ per ton

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: November 20, 2014

Agenda Item: Public Hearing
Resolution of Intent

Subject: Property Tax Abatement for ELHC XI, LLC Project

Hearing Notice Published: November 12, 2014 in the *Gardner News*

Summary:

ELHC XI, LLC previously submitted an industrial revenue bond and tax abatement application for a new 657,000 sq. ft. warehouse and distribution facility to be located on 39.5 acres of land at the southeast corner of 191st and Waverley Road. The City held a public hearing and adopted a Resolution of Intent (Resolution No. 09-11-2014A) on September 11, 2014 for this project.

ELHC XI, LLC desires to increase the size of the project from 657,000 to 765,160 sq. ft. and increase the land size from 39.5 to 46.2 acres. Because of the size of the increase in the project, Bond Counsel recommended that the City hold a new public hearing on the project and adopt a resolution amending the Resolution of Intent.

Public Hearing

A notice of the public hearing has been published at least seven days prior to the date of this meeting. Written notice of the public hearing has also been provided to the County and the School District. The Council should take comments from the public.

Cost-Benefit Report

Columbia Capital Management, LLC has amended the original cost-benefit report for the proposed project to account for the increase in the size of the project. The City Council should consider the cost-benefit report and ask any questions the Council may have about the report.

Resolution

This Resolution amends the Resolution of Intent to increase the size of the project. The remainder of the Resolution of Intent remains unchanged.

RESOLUTION NO. 11-20-14A

A RESOLUTION AMENDING RESOLUTION NO. 09-11-2014A DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF ELHC XI, LLC

WHEREAS, the City of Edgerton, Kansas (the "City"), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and to further promote, stimulate and develop the general welfare and economic prosperity of the state of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons or entities; and

WHEREAS, the City previously adopted Resolution No. 09-11-2014A on September 11, 2014 (the "Original Resolution") evidencing its intent to issue industrial revenues in the approximate principal amount of \$34,000,000 (the "Bonds"), for the purpose of financing the cost of acquiring, constructing, improving and equipping a Project (as described in the Original Resolution), and to sublease the Project to ELHC XI, LLC, a Kansas limited liability company (the "Company"); and

WHEREAS, the Company has requested that the description of the Project be amended to provide for an increase the size of the Project; and

WHEREAS, the City has held a new public hearing on the revised description of the Project and desires to amend the Original Resolution as set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Description of Project. The description of the Project in the Original Resolution is amended to state an approximately 765,160 sq. ft. warehouse and distribution facility (the "Project") located on 46.2 acres of land at the southeast corner of 191st Street and Waverley Road in Edgerton, Kansas.

Section 2. Effectiveness of Original Resolution. The Governing Body of the City hereby affirms the intent of the City to assist the Company in completing the Project through the issuance of the Bonds pursuant to the Act and the terms of the Original Resolution. Except as amended by this Resolution, the Original Resolution shall remain in full force and effect.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED November 20, 2014.

CITY OF EDGERTON, KANSAS

(Seal)

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Scott Anderson, Bond Counsel



6330 Lamar
Suite 200
Overland Park, Kansas 66202
Jeff White, Principal
913.312.8077
jwhite@columbiacapital.com

November 11, 2014

Ms. Beth Linn
City Administrator
City of Edgerton
404 East Nelson
Edgerton, KS 66021

RE: Cost-Benefit Analysis for ELHC XI, LLC

Dear Beth:

Please find attached the results of our cost-benefit analysis related to the projected property tax abatement to be granted by the City to applicant ELHC XI, LLC, related to the construction of a new 765,160 square foot warehousing facility in Logistics Park Kansas City (LPKC). The purpose of this analysis is to satisfy the City's requirement pursuant to KSA 12-1749d or KSA 79-251(a)(1) to undertake a cost-benefit analysis before granting a property tax abatement. Consistent with the City's agreements with BNSF and Northpoint/Edgerton Land Holding Company (ELHC), we assumed that the project would receive a 10-year property tax abatement with a 25% payment-in-lieu-of-taxes each year.

KSA 12-1749d(2) requires notification of anticipated abatements only to counties or school districts affected. As a result, our analysis focuses on financial impacts to the City, Johnson County and the Gardner/Edgerton schools. We have not calculated the cost-benefit on other taxing jurisdictions. State law also requires the analysis to include "the effect of the exemption on state revenues." Our modeling includes such an estimate.

Our proprietary cost-benefit modeling relies on a number of key assumptions in the calculation of net present value benefit to the City, Johnson County and USD 231. Most of our assumptions are derived from public information, although some inputs are based upon dialogue with subject matter experts, including staff of the Kansas Department of Revenue. Some of these key assumptions include:

- An evaluation of the direct costs and benefits of the project. Columbia's model does not include indirect or "spin-off" effects as a result of input-output multipliers.
- A ten-year analysis timeframe for each individual project, matching the maximum permitted term of the abatement.

- Direct costs to the City, the County, the school district and the State as estimated by Columbia based upon the financial reports, expert analysis and/or conversations with key staff members within those agencies and at the State of Kansas.
- Where applicable, reliance upon statistical data as reported in the 2010 US Census.
- The use of a discount rate comprised of two components: a risk-free rate of return (the current yield of the on-the-run 10-year US Treasury) plus a risk premium of two (2) percent. The value of the discount rate is a proxy for the opportunity cost of the City (and other agencies) of foregoing the future property and/or sales tax revenues that would be generated by the development. Thought of another way, if the City had those revenues in hand and placed them in an alternative investment with the same risk characteristics, what would be its expected rate of return?

The output of the model is presented as the net present value benefit/(cost) of the project for the City, County and school district over the 10-year life of the abatement on each project. The net benefit (or, if negative, cost) of the incentive package is presented in today's dollars. The estimated impact on State revenues is presented in nominal (future value) terms. We also provide an estimated future value project contribution to the City's Public Infrastructure Fund (PIF). While the modeling shows a significant net present value benefit to the City, it is important to note that the vast majority of this net benefit is reinvested in LPKC through the PIF.

In the preparation of this cost-benefit analysis, Columbia has relied upon the information provided to it by applicant and has not independently verified or validated these data. The City must draw its own conclusions as to the reliability of these data.

Finally, the intent of this analysis and of the applicable statutes is to inform the governing body's policy debate about the value of the abatement incentive it is providing to the applicant. The project's generation of a net present value benefit to the agencies affected should be but one of the many factors in the governing body's decision about whether and how much incentive to provide to any applicant.

Thank you in advance for your thoughtful consideration of the analysis attached. Please let me know if you have any questions.

Respectfully submitted,
COLUMBIA CAPITAL MANAGEMENT, LLC



Jeff White
Principal



SUMMARY OF COSTS AND BENEFITS
City of Edgerton, Kansas

APPLICANT INFORMATION:

Application Date: 11/11/14
Firm Name: ELHC XI, LLC
Firm Address: 5015 NW Canal St., Suite 200
 Riverside, Missouri 64150

Firm Contact: Patrick Robinson
 913.915.7150

SUMMARY OF INCENTIVE PACKAGE (LOCAL GOVERNMENT IMPACTS ONLY):

Year	Property Tax Abatement		Construction Sales Tax Abatement		Direct Incentives		
	(%)	(\$)	(%)	(\$)	City	County	School
2	75	371,510	100	0	0	0	0
3	75	371,510	100	0	0	0	0
4	75	371,510	100	0	0	0	0
5	75	371,510	100	0	0	0	0
6	75	371,510	100	0	0	0	0
7	75	371,510	100	0	0	0	0
8	75	371,510	100	0	0	0	0
9	75	371,510	100	0	0	0	0
10	75	371,510	100	0	0	0	0
11	75	371,510	100	0	0	0	0

SUMMARY OF PRESENT VALUE BENEFITS:

City Summary				
Year	Total Benefits	Total Costs	Net Benefit	Net PV Benefit
2	423,686	116,967	306,720	281,626
3	397,524	116,967	280,558	246,843
4	397,557	116,967	280,591	236,558
5	397,591	116,967	280,625	226,702
6	397,627	116,967	280,661	217,259
7	397,665	116,967	280,699	208,210
8	397,705	116,967	280,738	199,540
9	397,746	116,967	280,780	191,231
10	397,790	116,967	280,824	183,271
11	397,836	116,967	280,870	175,643
	4,002,729	1,169,665	2,833,064	2,166,882

County Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
69,251	69,179	72	66
67,834	69,179	(1,344)	(1,183)
67,881	69,179	(1,298)	(1,094)
67,930	69,179	(1,249)	(1,009)
67,981	69,179	(1,197)	(927)
68,035	69,179	(1,143)	(848)
68,092	69,179	(1,087)	(772)
68,152	69,179	(1,027)	(700)
68,214	69,179	(965)	(630)
68,280	69,179	(899)	(562)
681,651	691,789	(10,137)	(7,658)

School District Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
307,217	239,499	67,717	62,177
307,217	239,499	67,717	59,580
307,217	239,499	67,717	57,090
307,217	239,499	67,717	54,705
307,217	239,499	67,717	52,420
307,217	239,499	67,717	50,230
307,217	239,499	67,717	48,131
307,217	239,499	67,717	46,120
307,217	239,499	67,717	44,194
307,217	239,499	67,717	42,347
3,072,167	2,394,994	677,172	516,994

SUMMARY OF ECONOMIC IMPACT (over 10-year period):

Number of jobs to be created : 230

Number of new residents:
 City 6
 County 7
 School District 7

Nominal change in City sales tax: \$ 7,817

Nominal change in City property tax: \$ 1,388,383

Expected 10-Year Contribution to PIF: \$ 2,605,336

Impact of exemption on state revenues: \$ (41,638)

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: November 20, 2014

Agenda Item: Public Hearing
Resolution of Intent

Subject: Property Tax Abatement for ELHC XII, LLC Project

Hearing Notice Published: September 12, 2014 in the *Gardner News*

Summary:

ELHC XII, LLC has submitted an industrial revenue bond and tax abatement application for a new 657,000 sq. ft. warehouse and distribution facility to be located on 39.5 acres of land at the southeast corner of 191st and Waverley Road. This project is located outside the current Logistics Park boundaries but within a one-mile radius of the boundary of the Logistics Park. Accordingly, pursuant to the Logistics Park development agreement and the City's IRB policy, the project is eligible for 75% property tax abatement and the origination fee will be deposited in the public infrastructure fund. In order for the City to grant property tax abatement, the City must first hold a public hearing, consider the cost-benefit report and then approve the Resolution of Intent.

Public Hearing

A notice of the public hearing has been published at least seven days prior to the date of this meeting. Written notice of the public hearing has also been provided to the County and the School District. The Council should take comments from the public.

Cost-Benefit Report

Columbia Capital Management, LLC has prepared a cost-benefit report for the proposed project. The City Council should consider the cost-benefit report and ask any questions the Council may have about the report.

Resolution of Intent

The Resolution of Intent evidences the City's intent to issue approximately \$29 million of industrial revenue bonds for the project, subject to the conditions set forth in the Resolution. The Resolution provides that the City intends to grant a 75% property tax abatement for the project. The Resolution requires ELHC XII, LLC to pay the City's 8% origination fee.

RESOLUTION NO. 11-20-14B

A RESOLUTION DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE AMOUNT OF \$29,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF ELHC XII, LLC

WHEREAS, the City of Edgerton, Kansas (the "City"), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and to further promote, stimulate and develop the general welfare and economic prosperity of the state of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons or entities; and

WHEREAS, ELHC XII, LLC, a Kansas limited liability company (the "Company"), has requested the City to issue its industrial revenue bonds in the approximate principal amount of \$29,000,000 (the "Bonds"), for the purpose of financing the cost of acquiring, constructing, improving and equipping an approximately 657,000 sq. ft. warehouse and distribution facility (the "Project") located on 39.5 acres of land at the southeast corner of 191st Street and Waverley Road in Edgerton, Kansas, and to sublease the Project to the Company all pursuant to the Act; and

WHEREAS, it is found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City issue the Bonds pursuant to the Act, such Bonds to be payable solely out of rentals, revenues and receipts derived from the sublease of the Project by the City to the Company, or its successors or assigns, as lessee; and

WHEREAS, the Company has also requested that the City consider granting an exemption from ad valorem taxes for the Project in accordance with K.S.A. 79-201a *Twenty-Fourth* and has indicated its intent to make payments in lieu of taxes upon terms to be mutually agreed to by the City and the Company in the amount set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Approval of Project. The Governing Body of the City finds and determines that the acquisition, construction and equipping of the Project will promote, stimulate and develop the general welfare and economic prosperity of the City through the promotion and advancement of commercial development of the City and the issuance of the Bonds to pay such costs will be in furtherance of the public purposes set forth in the Act.

Section 2. Intent to Issue Bonds. The Governing Body of the City determines and declares the intent of the City to assist the Company in completing the Project through the issuance of the Bonds pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the City

will (i) issue its Bonds to pay the costs of acquiring, constructing, improving and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the sublease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement this Resolution.

Section 4. Ad Valorem Tax Exemption. The Company has requested an exemption from ad valorem taxes for the Project in exchange for making certain payments in lieu of taxes. In consideration of the Company's decision to construct and equip the Project and subject to the further terms and conditions of this Resolution, the City intends to request the Kansas Board of Tax Appeals to approve an ad valorem tax exemption, exclusive of special assessments, for all real property financed with the Bonds; provided, however, that no tax exemption shall be requested for any portion of the Project that is not eligible for property tax exemption pursuant to K.S.A. 79-201a *Twenty-Fourth*. The Project financed with the proceeds of the Bonds will be eligible for a 10-year property tax exemption with the first year of the exemption commencing on January 1 of the calendar year following the year in which the Bonds are issued. In consideration for the City's agreement to request a property tax exemption for the Project, the Company agrees to make payments in lieu of taxes to the City for the Project for the duration of any approved tax exemption and such payments shall be in an amount equal to 25% of the amount of taxes that would have otherwise been payable but for the property tax exemption; provided, however, that amount of payments in lieu of taxes may be subject to adjustment in accordance with a payment in lieu of tax agreement to be entered into between the City and the Company. The Company agrees to pay an 8% origination fee to the City in exchange for the City agreeing to issue the Bonds pursuant to the City's existing industrial revenue bond policy.

Section 5. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to:

- (i) obtaining any necessary governmental approvals;
- (ii) agreement by the City, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project, including, but not limited to, provisions relating to the security for the payment of the Bonds and provisions relating to the maintenance of the Project;
- (iii) agreement by the City and the Company on mutually acceptable terms and conditions of a payment-in-lieu of tax agreement;
- (iv) payment of all costs of issuance of the Bonds and all other costs and fees of the City, including the City's origination fee; and
- (v) compliance with the Act relating to the issuance of industrial revenue bonds and ad valorem tax exemption.

Section 6. Sale of the Bonds/Authority to Proceed. The sale of the Bonds shall be the

responsibility of the Company, but arrangements for the sale of the Bonds shall be subject to the City's approval. The Company is authorized to proceed with the acquisition and completion of the Project (provided all other City approvals and permits have been obtained) and to advance such funds as may be necessary to accomplish such purposes, and to the extent permitted by law, the City shall reimburse the Company for such expenditures out of the proceeds of the Bonds, when and if issued. Notwithstanding such authorization, the Company proceeds at its own risk and if for any reason, the Bonds are not issued, the City shall have no liability to the Company for any reason. The Act provides that the City may only issue the Bonds by adoption of an ordinance authorizing the Bonds and providing for the terms and details of the Bonds. The City has not yet adopted an ordinance. This Resolution only evidences the intent of the current Governing Body to issue Bonds for the Project and to approve a tax exemption for the Project. Nothing herein shall be construed as a guaranty by the City that the Bonds will be issued or tax exemption approved for the Project.

Section 7. Assignment. The Company may, without the consent of the City but with advance written notice to the City, assign all or a portion of its interest in this Resolution to any Affiliated Entity or, with the prior written consent of the City, to another entity, provided such assignee intends to acquire, equip and construct the Project. For the purposes of this Resolution, "Affiliated Entity" means any entity or person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company. "Control," when used with respect to a particular entity or person, means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of such entity whether through the ownership of voting stock, by contract or otherwise. The Company may assign all or a portion of its interest in this Resolution to any party that is not an Affiliated Entity only with the consent of the City.

Section 8. Limited Obligations of the City. The Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the rents, revenues and receipts of the City derived from the sublease of the Project to the Company. The Bonds shall not constitute a general obligation of the City, the State of Kansas or any other political subdivision thereof, shall not constitute a pledge of the full faith and credit of the City, the State of Kansas or any other political subdivision thereof and shall not be payable in any manner by taxation.

Section 9. Further Action. SA Legal Advisors LC, Bond Counsel for the City, and officers and employees of the City, are authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 10. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED November 20, 2014.

CITY OF EDGERTON, KANSAS

(Seal)

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Scott Anderson, Bond Counsel



6330 Lamar
Suite 200
Overland Park, Kansas 66202
Jeff White, Principal
913.312.8077
jwhite@columbiacapital.com

November 11, 2014

Ms. Beth Linn
City Administrator
City of Edgerton
404 East Nelson
Edgerton, KS 66021

RE: Cost-Benefit Analysis for ELHC XII, LLC

Dear Beth:

Please find attached the results of our cost-benefit analysis related to the projected property tax abatement to be granted by the City to applicant ELHC XII, LLC, related to the construction of a new 657,000 square foot warehousing facility in Logistics Park Kansas City (LPKC). The purpose of this analysis is to satisfy the City's requirement pursuant to KSA 12-1749d or KSA 79-251(a)(1) to undertake a cost-benefit analysis before granting a property tax abatement. Consistent with the City's agreements with BNSF and Northpoint/Edgerton Land Holding Company (ELHC), we assumed that the project would receive a 10-year property tax abatement with a 25% payment-in-lieu-of-taxes each year.

KSA 12-1749d(2) requires notification of anticipated abatements only to counties or school districts affected. As a result, our analysis focuses on financial impacts to the City, Johnson County and the Gardner/Edgerton schools. We have not calculated the cost-benefit on other taxing jurisdictions. State law also requires the analysis to include "the effect of the exemption on state revenues." Our modeling includes such an estimate.

Our proprietary cost-benefit modeling relies on a number of key assumptions in the calculation of net present value benefit to the City, Johnson County and USD 231. Most of our assumptions are derived from public information, although some inputs are based upon dialogue with subject matter experts, including staff of the Kansas Department of Revenue. Some of these key assumptions include:

- An evaluation of the direct costs and benefits of the project. Columbia's model does not include indirect or "spin-off" effects as a result of input-output multipliers.
- A ten-year analysis timeframe for each individual project, matching the maximum permitted term of the abatement.

- Direct costs to the City, the County, the school district and the State as estimated by Columbia based upon the financial reports, expert analysis and/or conversations with key staff members within those agencies and at the State of Kansas.
- Where applicable, reliance upon statistical data as reported in the 2010 US Census.
- The use of a discount rate comprised of two components: a risk-free rate of return (the current yield of the on-the-run 10-year US Treasury) plus a risk premium of two (2) percent. The value of the discount rate is a proxy for the opportunity cost of the City (and other agencies) of foregoing the future property and/or sales tax revenues that would be generated by the development. Thought of another way, if the City had those revenues in hand and placed them in an alternative investment with the same risk characteristics, what would be its expected rate of return?

The output of the model is presented as the net present value benefit/(cost) of the project for the City, County and school district over the 10-year life of the abatement on each project. The net benefit (or, if negative, cost) of the incentive package is presented in today's dollars. The estimated impact on State revenues is presented in nominal (future value) terms. We also provide an estimated future value project contribution to the City's Public Infrastructure Fund (PIF). While the modeling shows a significant net present value benefit to the City, it is important to note that the vast majority of this net benefit is reinvested in LPKC through the PIF.

In the preparation of this cost-benefit analysis, Columbia has relied upon the information provided to it by applicant and has not independently verified or validated these data. The City must draw its own conclusions as to the reliability of these data.

Finally, the intent of this analysis and of the applicable statutes is to inform the governing body's policy debate about the value of the abatement incentive it is providing to the applicant. The project's generation of a net present value benefit to the agencies affected should be but one of the many factors in the governing body's decision about whether and how much incentive to provide to any applicant.

Thank you in advance for your thoughtful consideration of the analysis attached. Please let me know if you have any questions.

Respectfully submitted,
COLUMBIA CAPITAL MANAGEMENT, LLC



Jeff White
Principal



SUMMARY OF COSTS AND BENEFITS
City of Edgerton, Kansas

APPLICANT INFORMATION:

Application Date: 11/11/14
Firm Name: ELHC XII, LLC
Firm Address: 5015 NW Canal St., Suite 200
 Riverside, Missouri 64150

Firm Contact: Patrick Robinson
 913.915.7150

SUMMARY OF INCENTIVE PACKAGE (LOCAL GOVERNMENT IMPACTS ONLY):

Year	Property Tax Abatement		Construction Sales Tax Abatement		Direct Incentives		
	(%)	(\$)	(%)	(\$)	City	County	School
2	75	476,794	100	0	0	0	0
3	75	476,794	100	0	0	0	0
4	75	476,794	100	0	0	0	0
5	75	476,794	100	0	0	0	0
6	75	476,794	100	0	0	0	0
7	75	476,794	100	0	0	0	0
8	75	476,794	100	0	0	0	0
9	75	476,794	100	0	0	0	0
10	75	476,794	100	0	0	0	0
11	75	476,794	100	0	0	0	0

SUMMARY OF PRESENT VALUE BENEFITS:

City Summary				
Year	Total Benefits	Total Costs	Net Benefit	Net PV Benefit
2	458,951	146,012	312,939	287,337
3	432,790	146,012	286,779	252,316
4	432,823	146,012	286,811	241,802
5	432,857	146,012	286,845	231,728
6	432,893	146,012	286,881	222,074
7	432,931	146,012	286,919	212,824
8	432,971	146,012	286,959	203,961
9	433,012	146,012	287,001	195,468
10	433,056	146,012	287,044	187,330
11	433,102	146,012	287,090	179,533
	4,355,386	1,460,117	2,895,269	2,214,373

County Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
87,863	83,138	4,725	4,338
86,447	83,138	3,309	2,911
86,494	83,138	3,355	2,829
86,543	83,138	3,404	2,750
86,594	83,138	3,456	2,675
86,648	83,138	3,510	2,603
86,705	83,138	3,566	2,535
86,764	83,138	3,626	2,470
86,827	83,138	3,688	2,407
86,892	83,138	3,754	2,348
867,775	831,382	36,393	27,866

School District Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
390,257	301,780	88,477	81,239
390,257	301,780	88,477	77,845
390,257	301,780	88,477	74,593
390,257	301,780	88,477	71,476
390,257	301,780	88,477	68,490
390,257	301,780	88,477	65,629
390,257	301,780	88,477	62,887
390,257	301,780	88,477	60,259
390,257	301,780	88,477	57,742
390,257	301,780	88,477	55,330
3,902,569	3,017,796	884,773	675,489

SUMMARY OF ECONOMIC IMPACT (over 10-year period):

Number of jobs to be created : 195

Number of new residents:

- City 6
- County 7
- School District 7

Nominal change in City sales tax: \$ 7,817

Nominal change in City property tax: \$ 1,775,653

Expected 10-Year Contribution to PIF: \$ 2,570,725

Impact of exemption on state revenues: \$ (53,438)

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Award of Construction of the 2014 Asphalt Patching (Edgewood Cut Outs) to Killough Construction, Inc. and Authorize the Mayor to Execute the Contract

Department: Public Works

Background/Description of Item: In July 2014, City of Edgerton put the 2014 Asphalt Patching (Edgewood Cut Outs) project out to bid for construction. The City of Edgerton held a public bid opening on October 14, 2014. The City of Edgerton received three qualified bids ranging from \$55,312.80 to \$75,992.00. BG Consultants provided an engineer's estimate of \$58,085.80. The lowest and best bid was submitted by Killough Construction, Inc. in the amount of \$55,312.80. Please find enclosed the letter of recommendation submitted by the City Engineer and bid tabulations.

The 2015 Special Highway Fund Budget includes the expenditure for the 2014 Asphalt Patching (Edgewood Cut Outs) in 2014 for \$27,617. Staff originally anticipated this project would be completed in 2014. However, when the project was first put out for bid several contractors expressed concern about the unknown magnitude of base repair needed for the project. Staff suspended the bid and performed several core samples of the roadway to better understand the magnitude of the road failure. This information was provided to the bidders prior to the opening of bids in October. The low bid is approximately \$27,695 higher than the budgeted amount. However, due to the severity of the road failure and the CARS overlay project scheduled for 2015 staff recommends proceeding with the project.

The approved 2015 Special Highway Fund Budget includes a fund balance at the end of 2015 over \$75,000. Staff would recommend allocated additional funding from the fund balance to complete this project. Because the funding was budgeted in 2014 not 2015, if city council approves the award of the project staff will prepare a budget amendment for consideration by council to increase the budget authority to reflect the entire expenditure in 2015. The work is anticipated to occur in early spring 2015 prior to the CARS overlay project.

Enclosure: Letter of Recommendation and Bid Tabulations
2015 Special Highway Budget

Recommendation: Approve Award of Construction of the 2014 Asphalt Patching (Edgewood Cut Outs) to Killough Construction, Inc. and Authorize the Mayor to Execute the Contract

Funding Source: Special Highway Fund

Prepared by: Beth Linn, City Administrator
Date: November 19, 2014



October 15, 2014

City of Edgerton
Beth Linn, City Administrator
404 East Nelson
PO Box 255
Edgerton, KS 66021

Re: 2014 Asphalt Patching
14-1021L

Dear Beth:

The bid letting for the 2014 Asphalt Patching was conducted October 14, 2014. Three (3) bids were received which ranged from \$55,312.80 to \$75,992.00. The engineer's estimate was \$58,085.80. Killough Construction, Inc. submitted the low bid.

We have worked with Killough Construction, Inc. on past construction projects. It is our opinion that they are qualified to complete this project.

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

Sincerely,

BG CONSULTANTS, INC.

David J. Hamby, P.E.
Vice President

Attachments

BID TABULATIONS
2014 Street Improvements - Asphalt Patching
Edgerton, Kansas
Bid Letting October 14, 2014
14-1021L

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	Engineer's Estimate <u>Unit Price</u>		Killough Construction <u>Unit Price</u>		Sunflower Paving <u>Unit Price</u>		Little Joe's Asphalt <u>Unit Price</u>	
Base Bid											
1.	Sawcut and Remove Existing Pavement	1	L.S.	\$ 6,500.00	\$ 6,500.00	\$ 5,530.00	\$ 5,530.00	\$ 14,000.00	\$ 14,000.00	\$ 16,000.00	\$ 16,000.00
2.	KDOT Hot Mix Asphalt-Commercial Grade Class A(6")	840	S.Y.	\$ 43.19	\$ 36,279.60	\$ 43.24	\$ 36,321.60	\$ 33.50	\$ 28,140.00	\$ 42.25	\$ 35,490.00
3.	Subgrade Reconstruction - Compacted AB-3 (6")	840	S.Y.	\$ 10.58	\$ 8,887.20	\$ 10.43	\$ 8,761.20	\$ 8.75	\$ 7,350.00	\$ 16.55	\$ 13,902.00
4.	Traffic Control	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,100.00	\$ 3,100.00	\$ 3,500.00	\$ 3,500.00
5.	Remove and Replace Concrete Curb and Gutter (Match Existing)	100	L.F.	\$ 39.19	\$ 3,919.00	\$ 37.00	\$ 3,700.00	\$ 35.00	\$ 3,500.00	\$ 71.00	\$ 7,100.00
Base Bid Total =				\$ 58,085.80		\$ 55,312.80		\$ 56,090.00		\$ 75,992.00	

**City of Edgerton
Special Highway Fund
2015 Budget**

	<u>2014 Estimate</u>	<u>2015 Proposed</u>
Beginning Balance 1/1	\$ 168,128	\$ 131,992
Revenues	\$ 43,340	\$ 43,690
Expenditures	<u>\$ (79,476)</u>	<u>\$ (100,453)</u>
Revenues Over (Under Expenditures)	\$ (36,136)	\$ (56,763)
Ending Balance, 12/31 Projected	<u><u>\$ 131,992</u></u>	<u><u>\$ 75,229</u></u>

Expenditure Detail:

2014 Chip & Seal	\$ 51,859	
Edgewood Cut Outs	\$ 27,617	
2015 Chip Seal		\$ 28,033
CARS Project w/Johnson County (Edgewood/207th)		\$ 42,420
Prepwork at 7th/6th/Heather Knoll)		\$ 30,000
	<u><u>\$ 79,476</u></u>	<u><u>\$ 100,453</u></u>