

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
August 23, 2018
7:00 P.M.**

Call to Order

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

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

4. Approve Minutes for August 9, 2018 Regular City Council Meeting
5. Consider Final Acceptance of 2018 Street Program

Regular Agenda

6. **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.
7. **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

8. **CONSIDER SERVICE AGREEMENT WITH INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY (IBTS) FOR SITE PLAN REVIEW AND BUILDING INSPECTION SERVICES**

Motion: _____ Second: _____ Vote: _____

9. **CONSIDER RECOMMENDATION OF ENGINEER TO AWARD CONSTRUCTION OF THE 2018 CARS 4TH AND NELSON STREET IMPROVEMENTS TO LINAWEAVER CONSTRUCTION AND AUTHORIZE MAYOR TO EXECUTE THE CONTRACT**

Motion: _____ Second: _____ Vote: _____

10. **CONSIDER AN AGREEMENT WITH BG CONSULTANTS FOR ENGINEERING DESIGN SERVICES FOR A MULTI-USE PATH ALONG HIGHWAY 56 FROM 1ST STREET TO 8TH STREET**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER PURCHASE OF VIBRATORY ROLLER**

Motion: _____ Second: _____ Vote: _____

12. PUBLIC HEARING FOR 2019 BUDGET

13. CONSIDER 2019 BUDGET

Motion: _____ Second: _____ Vote: _____

14. Report by the City Administrator

15. Report by the Mayor

16. Future Meeting/Event Reminders:

- September 8th: 8:45 PM – Summer Movie Night feat. Disney's Coco
- September 11th: 7:00 PM – Planning Commission
- September 13th: 7:00 PM – City Council
- September 19th: Noon – Senior Lunch
- September 29th: 10AM – Cops and Bobbers

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

City of Edgerton, Kansas
Minutes of City Council Regular Session
August 9, 2018

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on August 9, 2018. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

1. ROLL CALL

Ron Conus	present
Clay Longanecker	present
Josh Lewis	absent
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- Assistant City Administrator Scott Peterson
- City Clerk Rachel James
- City Attorney Lee Hendricks
- Development Services Director Katy Crow
- Public Works Director Dan Merkh
- Public Works Superintendent Trey Whitaker
- Parks & Recreation Coordinator Maddie Becker
- Parks Maintenance Bob McVey

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- 4. Approve Minutes for July 26, 2018 Regular City Council Meeting
- 5. Consider Ordinance No. 1084 Annexing Certain Land Into The City Of Edgerton, Kansas

Motion by Brown, Second by Longanecker, to approve the consent agenda.

Motion was approved, 3-0.

REGULAR AGENDA

6. Public Comments. None.

7. Declaration. None.

BUSINESS REQUIRING ACTION

8. CONSIDER RESOLUTION NO. 08-09-18A RESOLUTION AMENDING A RESOLUTION OF INTENT

Beth Linn, City Administrator, presented the resolution to Council. The City of Edgerton enacted Resolution No. 10-22-15B with the intent of issuing Industrial Revenue Bonds for a project for Transpec Leasing Incorporated. The City previously issued Series 2018 Industrial Revenue Bonds in an amount not to exceed \$19 million. The Amending Resolution would expand the original project by constructing an additional 1 million square feet of surface container storage space on approximately 30 acres of land adjacent to the original project. The project expansion would be funded with proceeds from the Series 2016 bonds.

Motion by Longanecker, Second by Brown to approve Resolution No. 08-09-18A.

Motion was approved 3-0.

9. CONSIDER ORDINANCE NO. 1085 AMENDING CHAPTER XIV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO INCORPORATE THE 2018 STANDARD TRAFFIC ORDINANCE, SUBJECT TO EXISTING LOCAL TRAFFIC PROVISIONS IN THE CITY CODE WHICH SUPPLEMENT AND/OR MODIFY CERTAIN SECTIONS THEREOF

Beth Linn, City Administrator, presented the Ordinance to Council. Ms. Linn stated this is an annual update of the Standard Traffic Ordinance and the summary article attached in the packet discussed the updates. The Ordinance was also reviewed by the City Attorney. If approved, the Standard Traffic Ordinance will be available on the City's website.

Mayor Roberts commented that using the Standard Traffic Ordinance is straightforward and helps the Sheriff's department.

There were general comments from Council about areas they would like to see patrolled more often and enforcement in hotspots around town.

Motion by Longanecker, Second by Brown to adopt Ordinance No. 1085.

Motion was approved 3-0.

10. CONSIDER ORDINANCE NO. 1086 AMENDING CHAPTER XI, ARTICLE 1, SECTION 11-101 OF THE CODE OF THE CITY OF EDGERTON, KANSAS, CONCERNING THE UNIFORM PUBLIC OFFENCE CODE

Beth Linn, City Administrator, presented the Ordinance to Council. Ms. Linn stated this is an annual update of the Uniform Public Offense Code and the summary article attached in the packet discussed the updates. The UPOC will be available on the City's Website if approved.

Mayor Roberts commented that this Ordinance is to keep everything up-to-date and uniform across the state.

Motion by Brown, Second by Longanecker to adopt Ordinance No. 1086.

Motion was approved 3-0.

11. CONSIDER ORDINANCE NO. 1087 ANNEXING CERTAIN LAND INTO THE CITY OF EDGERTON, KANSAS

Ms. Linn asked to add an item to the agenda in regard to annexation of property into Edgerton.

Motion by Longanecker, Second by Brown to allow item to be walked on. Motion was approved, 3-0.

Katy Crow, Development Services Director, presented a request for annexation from Harold J. Curry. The property is contiguous to property within the City of Edgerton corporate city limits.

Mayor Roberts stated that annexation is at the property owner's request and is delegated to the council by statute.

Motion by Brown, Second by Longanecker to adopt Ordinance No. 1087.

Motion was approved 3-0.

12. Report by the City Administrator

Beth Linn, City Administrator, presented the City Engineer's options for a pedestrian crosswalk signal for Sunflower Road at Martin Creek Park. Four options were overviewed: Option 1 would consist of a crosswalk and signage. Option 2 would consist of Option 1 with a Rectangular Rapid Flashing Beacon (RRFB) system that is pedestrian-activated and solar-powered. Option 3 would consist of a Pedestrian Hybrid Beacon (HAWK Signal) and would require a traffic study. Option 4 would be a conventional Stop-and-Go Traffic Signal, however, the traffic volume on Sunflower might not warrant this option.

The City Engineer recommended Option 2 for ease of installation and lower cost.

Councilmember Longanecker commented there was an example of the RRFB system by the Dollar General in Wellsville.

Mayor Roberts asked which parts of the signs are flashing and if there are options that will flash continuously. Mayor Roberts wanted to make sure what is installed is enforceable.

Trey Whitaker, Public Works Superintendent, answered various questions from the Council and stated the options for the RRFB sign would be flashing yellow or white lights.

Ms. Linn and Mr. Whitaker agreed Staff would review sign designs and bring the various options back to council.

13. Report by the Mayor

Mayor Roberts was appointed to The Joint Legislative Transportation Task Force. Mayor Roberts asked Council if they would consider moving the October 11th meeting to October 18th.

Motion by Brown, Second by Conus to change the October 11th meeting to October 18th, 2018.

Motion was approved 3-0.

14. Future Meeting/Event Reminders:

- August 4th: Dusk – Summer Movie Night featuring Cars 3
- August 9th: 7:00PM – City Council Meeting
- August 14th: 7:00 PM – Planning Commission
- August 23th: 7:00 PM – City Council Meeting

15. EXECUTIVE SESSION

Motion by Longanecker, Second by Brown to recess into an executive session pursuant to K.S.A. 75-4319(b)(2) for contract negotiations and to include City Attorney and City Administrator for fifteen (15) minutes was considered.

Motion was approved 3-0.

Meeting recessed at 7:52 pm. Meeting reconvened at 7:57 pm.

Motion by Brown, Second by Longanecker to extend Executive Session for 5 minutes.

Motion was approved 3-0.

Meeting recessed at 8:01 pm. Meeting reconvened at 8:06 pm.

Motion by Brown, Second by Longanecker to extend Executive Session for 10 minutes.

Meeting recessed at 8:07 pm. Meeting reconvened at 8:17 pm.

Motion was approved 3-0.

Motion by Brown, Second by Conus to return to regular session.

Motion was approved 3-0.

16. Adjourn

Motion by Longanecker, Second by Brown to adjourn.

Motion was approved 3-0.

The meeting adjourned at 8:20 pm.

City Council Action Item

Council Meeting Date: August 23rd, 2018

Agenda Item #:

Department: Public Works

Agenda Item: Consider Final Acceptance of the 2018 Street Program
--

Background/Description of Item:

The 2018 Annual Street Maintenance Program was developed to include UBAS (Ultrathin Bonded Asphalt Surface) and Mill and Overlay. This program utilized the City of Lenexa's cooperative bidding language which allowed for the City of Edgerton to have access to the competitive bidding structure. A description of the streets included in the project is below. Also enclosed is a map illustrating these streets.

- UBAS (Purple): W. 1st Street – 56 Highway to W. Edgewood Street, W. 8th Street – 56 Highway to W. Nelson Street.
- Mill and Overlay (Green): W. 7th Street – W. Nelson Street to End of the Roadway, W. Hulett Street – W 7th Street to End of Roadway.

Budget:

The approved 2018 Capital Improvement program includes a total of \$150,000 for 2018 Annual Street Maintenance Project as shown in the enclosed project sheet. At the City Council meeting on April 26th, 2018, City Council approved the allocation of \$157,500.00 for the 2018 Street Program. This includes \$46,589.00 in Special Highway funds from gasoline tax and \$110,911.00 in LPKC Maintenance Fee funds.

Cooperative Bid:

On April 26th, 2018 City Council approved the 2018 Street Program. Staff worked with the City of Lenexa to access the cooperative bidding outlined within the UBAS and Mill and Overlay contracts. Edgerton staff was notified of the winning bidder (McAnany Construction Inc.) and provided the associated bid tabs, staff then worked directly with McAnany Construction to put together the 2018 Street Program maintenance activities.

Original Project Estimate:	\$157,500.00
Actual UBAS Project Cost:	\$84,211.00
Actual Mill and Overlay Project Cost:	<u>\$44,832.49</u>
Actual Contract Price:	\$129,043.49
Cost Savings:	\$28,456.51

Related Ordinance(s) or Statue(s):

Funding Source: Special Highway Funds and LPKC Maintenance Fee

Budget Allocated: \$157,500

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

<p>Recommendation: Approve Final Acceptance for the 2018 Street Program (UBAS and Mill and Overlay).</p>

Enclosed: Final Pay Estimate
Email from Public Works regarding completion
Map of Street Sections

Prepared by:

Trey Whitaker – Public Works Superintendent



MCANANY
CONSTRUCTION
SINCE 1954

Invoice

P.O. Box 860009

Shawnee, KS 66286

Phone: (913) 631-5440

Fax: (913) 631-7043

Invoice Number

1800

Invoice Date

7/30/2018

Bill To: City of Edgerton

Re: Edgerton UBAS & Overlay

Edgerton, KS

Job No	Customer Job No	Customer PO	Payment Terms	Due Date	
8053			Net 30 Days	8/29/2018	
ID	Description	Quantity	U/M	Rate/Unit	Price
	See Attached	1.00	LS	129,043.49	129,043.49

Subtotal	\$	129,043.49
Sales Tax (if applicable)	\$	0.00

Total Due	\$	129,043.49
------------------	-----------	-------------------

Thank you for your business!

McAnany Construction, Inc.
15320 Midland Drive
Shawnee, Kansas 66217

Contractor:

Owner Estimate No: 1

Job Name:

McAnany Job No: 8053

Edgerton UBAS and Overlay

TOTAL TO DATE
LESS PREVIOUS BILLINGS
GROSS AMOUNT THIS BILLING

PROPOSAL

McANANY CONSTRUCTION, INC.

ASPHALT PAVING-SITE DEVELOPMENT

TO: Edgerton, KS
ATTN: Trey Whitaker

JOB: Mill and Overlay 7th and Hullett
DATE: April 30, 2018

Mill where necessary and place 2" BM2R asphalt on 7th Street from West Nelson to end of road and West Hullett from 7th Street to end of road.

375 tons		@	\$94.95/ton	\$35606.25
Base repair (6")	75 s.y	@	\$58.50/s.y.	\$4387.50
Mobilization			Lump Sum	<u>\$2500.00</u>
				\$42493.75

Quantities are estimated, units installed will determine billings. Project is bid tax exempt, will need tax exempt cert before beginning work. Millings to be hauled to site in Edgerton provided by City.

Qualifications: Exclusions; Permits, testing, pavement markings, signs.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Roger Vossman

Note: This proposal may be withdrawn by us if not accepted within ____ days.

Acceptance of Proposal- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance: _____

Signature _____

Signature _____

PLEASE SIGN AND RETURN

PROPOSAL

McANANY CONSTRUCTION, INC. ASPHALT PAVING-SITE DEVELOPMENT

TO: Edgerton, KS
ATTN: Trey Whitaker

JOB: UBAS 1st Street and 8th Street
DATE: April 30, 2018

1st Street Hiway 56 to Edgewood, 8th Street Hiway 56 to West Nelson

Full depth asphalt repair	150 s.y.	@	\$58.50/s.y.	\$8775.00
Macrotexture milling	12074 s.y.	@	\$1.40/s.y.	\$16903.60
place UBAS	12074 s.y.	@	\$4.60/s.y.	\$55540.40
Bonds, mobilization and traffic control			Lump Sum	<u>\$8500.00</u>
				\$89719.00

Quantities ate estimated, units installed will determine billings. Project is bid tax exempt, will need tax exempt certificate before beginning work. Millings to be hauled to site in Edgerton provided by City.

Qualifications: Exclusions; Permits, testing, pavement markings, signs.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Roger Vossman

Note: This proposal may be withdrawn by us if not accepted within ____ days.

Acceptance of Proposal- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance: _____

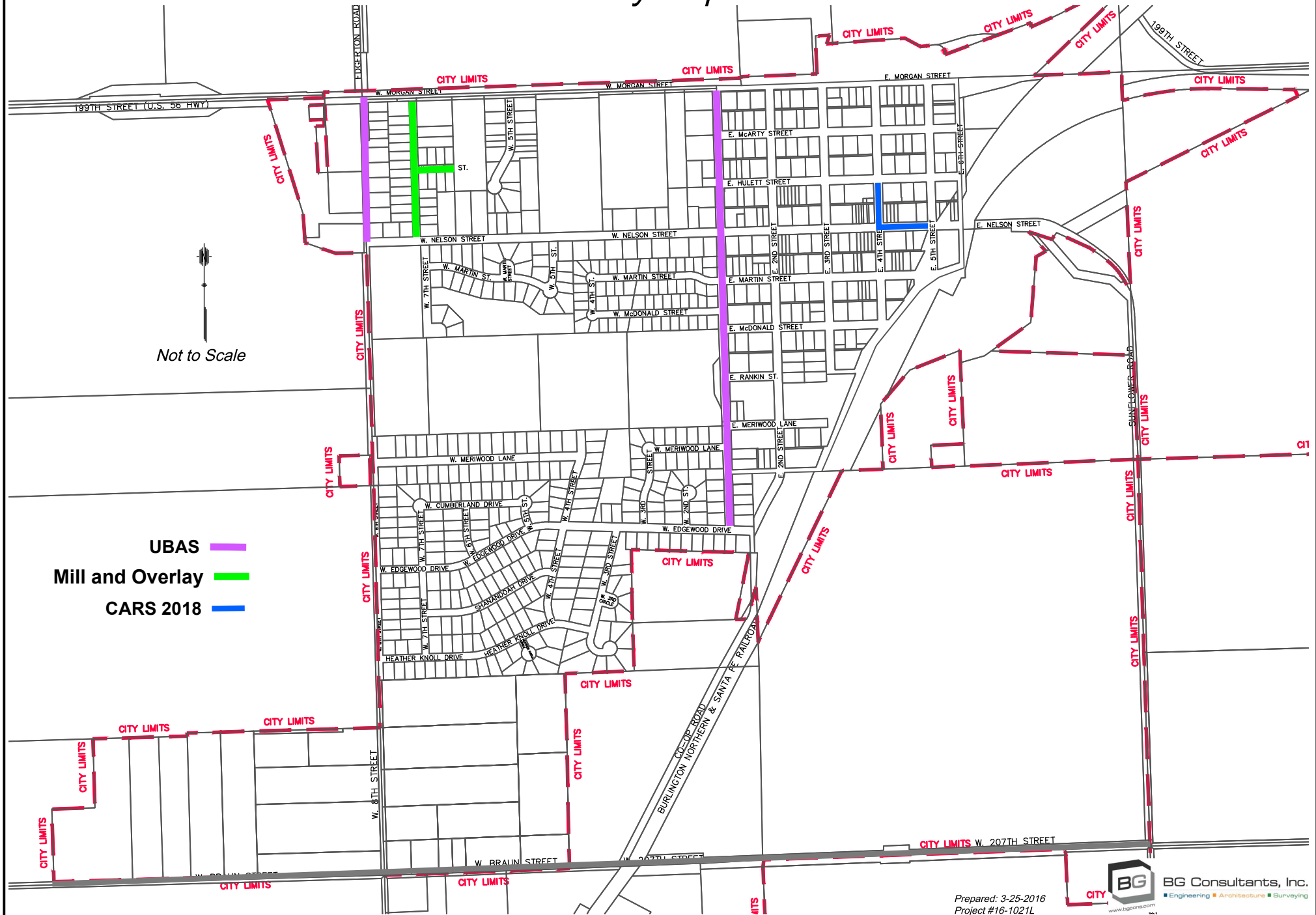
Signature _____

Signature _____

PLEASE SIGN AND RETURN

15320 MIDLAND DRIVE SHAWNEE, KS 66217 (913) 631-5440 FAX (913) 631-7043

City of Edgerton Kansas
City Map



City Council Action Item

Council Meeting Date: August 9, 2018

Agenda Item #: 8

Department: Community Development

Agenda Item: Consider Service Agreement with Institute for Building Technology and Safety (IBTS) for Site Plan Review and Building Inspection Services

Background/Description of Item:

The City of Edgerton currently has a consulting agreement with SKW (Shafer, Kline and Warren) for site plan review and building inspection services. This contract has been in place since April 28, 2016. SKW was recently purchased by MEC (McClure Engineering Company). At this time city staff would like to have a second consulting service agreement in place should an increase occur in either site plan review or building inspection requests. Having a second third party service provider agreement in place, will provide staff with increased flexibility and will help insure adequate preparation time for Planning Commission meetings.

Attached is the proposed service agreement with IBTS. On page two of the agreement, the city is selecting Building Code Department Services (fee schedule in Attachment B) and Planning and Zoning Services (fee schedule in Attachment I). The contract is designed so that if additional services are needed, they may be added at any time. The proposed agreement is for a one-year period which will automatically renew and be extended for additional one-year terms until either the City of Edgerton or IBTS terminates the agreement with a 90-day written notification.

The City Attorney has reviewed the agreement and provided feedback which was incorporated into this final version.

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

Funding Source: General Fund – Community Development – Professional Services

Budget Allocated: \$70,000 annual budget allocation

x Karen E. Kindle

Finance Director Approval: _____

Karen Kindle, Finance Director

Recommendation: Approve the Service Agreement for Plans Review and Building Inspection Services with Institute for Building Technology and Safety (IBTS).

Enclosed:

IBTS Service Agreement

Prepared by: Katy Crow, Development Services Director

SERVICE AGREEMENT

IBTS SERVICE AGREEMENT

SERVICE AGREEMENT BETWEEN INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY AND CITY OF EDGERTON, KANSAS

On this _____ day of _____, 2018, the City of Edgerton, Kansas, herein after referred to as "Jurisdiction", located at 404 East Nelson, Edgerton, KS 66021 and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147 hereinafter referred to as "IBTS," do hereby enter into this Service Agreement under the following terms and conditions.

WITNESSETH

WHEREAS, The Mid-America Regional Council (MARC) along with IBTS and has made available to the Jurisdiction for consideration regional shared services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local jurisdictions by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, the Jurisdiction recognizes the safety and other benefits from code compliance of residential and commercial structures; and

WHEREAS, the Jurisdiction desires to participate in the regional services offered by MARC with IBTS:

NOW THEREFORE, in consideration of the above, the Jurisdiction hereby enters into this cooperative purchase agreement made available through the Master Agreement made available through MARC for the services described herein:

In consideration of the mutual agreements contained herein, Jurisdiction and IBTS agree as follows, to-wit:

1.0 DEFINITIONS

"MARC/IBTS Project" hereafter referred to as "Project" references the full scope of activities and services outlined in this Service Agreement for the shared services project.

"Advisory Committee" refers to the Oversight Advisory Committee established jointly by MARC and IBTS. The Advisory Committee consists of representatives of participating cities and towns and will meet on a periodic basis to provide input and guidance for the Project.

"Applicant" refers to any individual, business or organization applying for building technology permits and/or services from a Jurisdiction and paying certain fees for those permits and/or services.

"Augmentation" refers to IBTS augmenting an existing jurisdiction's department with specific tasks, staff and other services while the jurisdiction provides supervision for these day to day activities.

"Jurisdiction" refers to the jurisdiction signing this agreement.

IBTS SERVICE AGREEMENT

“Master Agreement” refers to the Master Agreement entered into by MARC and IBTS for the purposes of defining the key elements, fee schedules and to outline the regional approach to the shared services offered by IBTS.

“Operation” refers to IBTS operating and or running a department of service area for the jurisdiction. This includes all services described within a service area.

“Service Agreement” refers to this agreement entered into by jurisdiction and IBTS that define specific services to be delivered by IBTS to the jurisdiction. This Service Agreement should be considered as a cooperative purchase agreement made available through MARC.

2.0 CUSTOMER SERVICE

Customer Service – Should an issue arise for any Jurisdiction with delivery of services by IBTS that Jurisdiction shall notify IBTS and work directly with IBTS to resolve the issue within 30 days. Should the issue remain unresolved after 30 days, the Jurisdiction can seek further resolution, including cancelation of the Service Agreement between the Jurisdiction and IBTS based upon the terms of the Service Agreement.

3.0 SERVICE SELECTION

The full scopes of services offered by IBTS found in the Service Agreement are listed as attachments to this Service Agreement. Jurisdiction hereby selects to implement the services identified below by initialing beside the services to be implemented in the Jurisdiction:

- _____ : Reserved For Future Use, Attachment A
- _____ : Building Code Department Services & Fees, Attachment B
- _____ : Floodplain Services & Fees, Attachment C
- _____ : Accessibility Code Services & Fees, Attachment D
- _____ : Fire Code Review & Inspection Services & Fees, Attachment E
- _____ : Stormwater Services & Fees, Attachment F
- _____ : GOVmotus™ Permitting Software & Fees, Attachment G
- _____ : Reserved For Future Use, Attachment H
- _____ : Planning and Zoning Services and Fees, Attachment I
- _____ : Property Maintenance Services and Fees, Attachment J

4.0 CHANGES AND ADDITIONAL SERVICES

Jurisdiction may request addendums to the services outlined in the following attachments so that additional services not currently described can be added. Examples of addendums that can be included are specialty services, such as Contractor Licensing Services, Business Licensing Services, Public Works Inspections, and other services as needs are identified and documented by MARC, IBTS and/or Jurisdiction(s). If any such change causes an increase or decrease in the cost of or in the time required for performance of this Service Agreement, IBTS shall notify MARC in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and MARC will negotiate the new terms and modify the Service Agreement as described in Section 15.0 – Agreement Modification.

Non-Regional Services: IBTS will provide services describe herein to jurisdictions that are outside of the red, green and or blue geographical areas as identified in Appendix 1. Jurisdiction understands and agrees to the additional fuel surcharges and will include these surcharges on all services when collecting fees from the applicant. Jurisdictions outside the red, green and or blue areas that are selecting services must select the combination of Building Department Services, Floodplain Services, Accessibility Code Services, Fire Code Services and Stormwater Services, or negotiate directly with IBTS for additional scope of services.

IBTS SERVICE AGREEMENT

5.0 USE OF REGISTERED TRADEMARKS

IBTS and Jurisdiction give mutual permission to each other to utilize each other's registered trademark and/or logos in all marketing materials, advertisements and public documents pertinent to the Scope of Services described in the attachments as long as this Service Agreement remains in effect.

6.0 FEE COLLECTION:

IBTS or the jurisdiction may collect the fees for all services as described in the attachments to this agreement. Jurisdiction elects to utilize the fee collection method initial below:

 Rebate Process: IBTS will collect all fees. IBTS will retain fees for its services and will rebate the permit fees collected.

 X **Invoice Process:** Jurisdiction will collect all fees. Jurisdiction will retain permit fees for its services and IBTS will invoice the jurisdiction for services it provided.

Reports of all fee activities between IBTS and the cities and towns will be reported to MARC and the jurisdiction. The reports to the jurisdiction and MARC will include the appropriate permit fee rebates and handling fees.

6.1 PAYMENT TERMS AND PROCESS

Rebate Process – if the above Rebate Process has been selected by the Jurisdiction, IBTS will utilize its existing credit card processing system, which includes acceptance of e-payments, to receive all fees associated with services provided to Jurisdictions. IBTS will collect payment of fees from the applicant for appropriate services and will retain certain fees for its services and report activity to MARC and the Jurisdiction. IBTS agrees to pay all credit card and other banking or financing fees required in the transaction of, use of, maintenance, and other fees associated with the processing of transactions with a the credit card account.

Permit Fees collected by IBTS will be rebated to the Jurisdiction to cover their expenses to administer the permit process. IBTS will make rebate payments to each Jurisdiction for permit fees collected during the permitting process. Within 45 days of the end of the month, IBTS will rebate to the jurisdiction all permit fees collected by IBTS

IBTS will rebate to the Jurisdiction permit fees for services the Jurisdiction provides such as and including permitting and issuing the Occupancy Certificates and release to connect the utilities only after the inspections have been completed and the building has passed all IBTS inspections

Invoice Process - Alternatively, if the Jurisdiction elects the invoice process the Jurisdiction will collect payment of fees from the applicant.

IBTS will invoice the jurisdiction for all fees as described in the attachments. The jurisdiction agrees to make payments to IBTS within 45 days of receipt of the invoice. A report describing all transactions will include the permit number, permit type, permit category and the date of the permit will accompany the invoice.

Jurisdiction's Permit Fees– Each jurisdiction may establish permit fees for each permit type shown in the attachments to this Service Agreement. IBTS can provide suggested permit fees that can be added to the fees in this Service Agreement. These permit fees belong to the jurisdiction. However, all fees along with

IBTS SERVICE AGREEMENT

all other plan review, inspection, flood review, handling and other fees required for the service, shall be paid to the fee collector at the time the applicant submits the permit application.

7.0 TERM OF AGREEMENT

This initial one-year Service Agreement term shall begin on _____, 2018, and shall end on _____, 2019. After the expiration date of this Service Agreement, the Service Agreement and all subsequent amendments will automatically renew and be extended for additional one-year terms until either Jurisdiction or IBTS terminates the Service Agreement by providing a 90-day written notice of termination in advance of expiration. During the term of the Service Agreement, Jurisdiction agrees to use IBTS as its primary provider of services selected. Prior to the start of each one-year extension, the rate of compensation and the handling fees will be negotiated as appropriate.

8.0 TAXES

IBTS is responsible for payment of all applicable taxes on the funds it receives as compensation for services provided under this Service Agreement. IBTS's Federal Tax Identification Number is 54-1963889.

9.0 JURISDICTION-FURNISHED RESOURCES

Jurisdiction shall appoint a Program Manager to coordinate the services for this Service Agreement. The assigned Program Manager shall be the principal point of contact on behalf of Jurisdiction and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

The Jurisdiction will pass ordinances to require fees, plan reviews, permits, inspections and code compliance by IBTS and establish enforcement mechanisms that shall be in accordance with federal and state law. The Jurisdiction agrees to enforce the requirement and take administrative and legal action to enforce compliance with those ordinance requirements. IBTS shall comply with those ordinance requirements in the provision of services to the Jurisdiction.

The Jurisdiction will provide IBTS field inspector with a location, from time to time, for coordination with the Jurisdiction personnel, filing reports and assisting citizens. If the Jurisdiction is providing permit issuance assistance, one of the Jurisdiction's personnel will handle the permits and receive the plans for review. The Jurisdiction shall also permit IBTS to use its printer or copier as necessary to support third party services.

10.0 IBTS-FURNISHED RESOURCES

IBTS will be fully responsible for its staff and all of its staff's needs including but not limited to: automobile, mileage, housing, per diems, cell phones, laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

11.0 TERMINATION

Jurisdiction may terminate this Service Agreement based upon the failure of IBTS to comply with the terms and/or conditions of the Service Agreement, provided that Jurisdiction shall give IBTS written notice specifying the IBTS's failure and an opportunity to cure the failure. If within five (5) days after receipt of such notice, IBTS shall not have either corrected such failure or, in the case of failure which cannot be corrected in five (5) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Jurisdiction may seek services from another source.

12.0 INDEMNIFICATION

IBTS hereby agrees to indemnify and hold harmless Jurisdiction against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of

IBTS SERVICE AGREEMENT

IBTS in the performance and/or failure to perform within the Service Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of IBTS or its subcontractors.

13.0 DISPUTE RESOLUTION

Either party may submit a dispute to binding arbitration for resolution by a single arbitrator with a professional arbitration service mutually agreeable to the parties after furnishing the other party ten (10) days prior written notice. If the parties cannot agree on an arbitration service, the arbitration will take place pursuant to the American Arbitration Association ("AAA") Commercial Arbitration Rules and Mediation Procedures. The parties shall bear equally the costs of arbitration, including the fees and expenses of the arbitrator. Each party shall bear the cost of preparing and presenting its case, which will be heard at a mutually agreeable site in Kansas City, Kansas metropolitan area.

14.0 ASSIGNMENT

IBTS shall not assign any interest in this Service Agreement by assignment or transfer without prior notification from IBTS to Jurisdiction and written consent of Jurisdiction. This provision shall not be construed to prohibit IBTS from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Service Agreements without such prior written consent.

15.0 AGREEMENT MODIFICATION

No amendment or variation of the terms of this Service Agreement shall be valid unless made in writing, signed by both parties and approved as may be required by law. No oral understanding not incorporated in the Service Agreement is binding on any of the parties.

16.0 CONFIDENTIALITY

Jurisdiction agrees that its staff and agents may become aware of IBTS intellectual property or information protected as trade secret such as business processes and procedures. Jurisdiction agrees that it will not discuss with outside parties any information protected accordingly. Jurisdiction shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in Jurisdiction's possession, is independently or is rightfully obtained from third parties.

At all times in the duration of this Service Agreement, Jurisdiction owns and will have the right to all data including inspection and plan review information, information bulletins, forms, and other related technical material resulting from this effort. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for Jurisdiction for use in other business areas. IBTS will maintain records of the information related to the building department services it performs.

17.0 SUBCONTRACTORS

IBTS may, with prior notice to Jurisdiction, use consultants or staff provided by a Subcontractor. In such case, IBTS will be fully responsible for the work completed by the consultant and staff provided by a Subcontractor to IBTS for this Service Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to Jurisdiction for any breach in the performance of IBTS's duties.

All IBTS staff members, as well as consultants or staff provided by a Subcontractor who will provide building department services as an inspector or plan reviewer, shall register with the required local and or state building code agencies.

18.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

IBTS agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246,

IBTS SERVICE AGREEMENT

the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. IBTS further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. IBTS agrees not to discriminate in its employment practices, and will render services under this Service Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation.

19.0 INSURANCE

IBTS's Insurance – IBTS shall submit evidence of insurance to Jurisdiction and will add Jurisdiction as “an additional insured party” on IBTS's policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' written notice in advance to Jurisdiction.

Insurance shall be placed with insurers with an A.M. Best's financial strength and size category rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Worker's Compensation Insurance – IBTS shall maintain, during the life of the Service Agreement, Workers' Compensation Insurance for all of the IBTS employees. In case any work is sublet, IBTS shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by IBTS. In case any class of employees engaged in work under the Service Agreement is not protected under the Workers' Compensation laws, IBTS shall provide for any such employees, and shall further provide or cause any and all Subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation laws.

Commercial General Liability Insurance – IBTS shall maintain, during the life of the Service Agreement, such Commercial General Liability Insurance which shall protect IBTS, Jurisdiction and any Subcontractors during the performance of work covered by the Service Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Service Agreement, whether such operations be by the IBTS staff or by a Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to Jurisdiction. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000.

Errors and Omissions Insurance – IBTS shall maintain, during the life of the Service Agreement, Errors and Omissions Insurance in an amount not less than \$1,000,000.

Licensed and Non-Licensed Motor Vehicles – IBTS shall maintain, during the life of the Service Agreement Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Service Agreement to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance – IBTS shall require that any and all Subcontractors, which are not protected under IBTS insurance policies, take and maintain insurance of the same nature and in the same amounts as those required of the IBTS. IBTS shall be responsible for any failure of its Subcontractors to conform to this insurance requirement.

IBTS SERVICE AGREEMENT

20.0 NOTICES

All contractual notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: Contracts Administrator
45207 Research Place
Ashburn, VA 20147

City of Edgerton, Kansas
Attn: Katy Crow
404 East Nelson
Edgerton, KS 66021

All technical notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: LGS Director
45207 Research Place
Ashburn, VA 20147

City of Edgerton, Kansas
Attn: Katy Crow
404 East Nelson
Edgerton, KS 66021

22.0 SEVERABILITY

If any term or condition of this Service Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Service Agreement are declared severable.

23.0 ORDER OF PRECEDENCE

This Service Agreement shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Service Agreement and its amendments; second priority shall be given to the provisions of the IBTS Scope of Services and its amendments.

24.0 INCORPORATION OF ATTACHMENTS

Attachments selected by Jurisdiction in Section 3.0 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of this ____ day of _____, 2018.

For IBTS:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

For Jurisdiction:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

IBTS SERVICE AGREEMENT

Building Code Department Services & Fees, Attachment B

B1.0 BUILDING CODE DEPARTMENT SERVICES

IBTS will provide complete Building Code Department Services, administration, permitting systems, plan reviews, permit approvals, certificate of occupancy approvals, and electronic record keeping. Permit applicants can come to the Jurisdiction's office to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online GOVmotus™ permitting system.

Permit Applications

Citizens/contractors may go to each jurisdiction's city/town hall or other designated location to apply for a permit and submit the required documentation for the permit. Citizens/contractors may also choose to register online with IBTS GOVmotus™ software. In either case, a local jurisdiction staff person will enter and/or review the submitted information, receive the payment and submit to IBTS for review. Notifications are sent immediately to IBTS staff that Plan Reviews are pending.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building code requirements. The following presents the type of reviews (commercial and residential) that can be conducted, if so selected by each jurisdiction.

- Building codes
- Electrical codes
- Plumbing codes
- Mechanical codes
- Energy codes
- Accessibility
- Flood determinations
- Landscape/land use/lighting
- Fire codes
- Other local requirements

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

Permit Approvals & Issuance

Once plans are approved, IBTS will indicate approval in the GOVmotus™ software system. The system in return immediately notifies the jurisdiction that a permit is ready for issuance. The jurisdiction having authority remains in control in order to issue permits and each jurisdiction can hold the approval for issues or concerns. This provides the opportunity to hold final issuance for any reason the jurisdiction may deem necessary.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVmotus™ software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

B2.0 AUGMENTATION OF EXISTING BUILDING DEPARTMENT SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

Services provided a la carte' are billed at either task and/or hourly rates, according to the deliverable.

AUGMENTATION FEE STRUCTURE

Residential Plan Review Fees: \$100.00 per hour

Commercial Plan Review Fees: \$135.00 per hour

Residential Inspections: \$100.00 per inspection*

Commercial Inspections: \$150.00 per inspection*

**Inspections are per trade, not per site visit. Example, if during the foundation pour inspection, an inspector looks at foundation/footing and underground plumbing, that's 2 inspections for a total of \$200.00.*

SHORT TERM INSPECTION ASSIGNMENT

Full time assignment (40 hrs per week except for holidays) of inspector to Jurisdiction until \$49,900 of Billed Time has Occurred. Inspector will report daily to Jurisdiction to receive assigned daily inspections.

Residential/Commercial Inspector: \$110.00 per hour

Residential Inspector: \$100.00 per hour

The short term assignment will be created with a written request from the Jurisdiction.

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

RESIDENTIAL BUILDING FEE SCHEDULE			
ITEM	Sq. Ft.	Plan Reviews	Inspections
New Construction/Additions	0-3,000	\$250	\$850
	3,001-5,000	\$390	
	>5,001	\$490	
New Modular	All	\$150	\$250^
Alter/Repair	Plan Review Not Required	na	\$150^
	Non Structural Support Modifications	\$75	\$150^
	With Structural Support Modifications	\$100	\$250^
	With Structural Support Modifications & Egress Changes	\$150	\$300^
New Manufactured Housing	All	n/a	\$250
New Detached Accessory	Over 400 sq. ft.	\$100	\$200^
New Portable Building	Over 400 sq. ft.	\$75	\$150^
Structure Relocation	All	\$185	\$250
Swimming Pool	For pools required by ICC and city codes to be inspectexd.	\$75	\$300
MISCELLANEOUS			
1st Re-Inspection	n/a	n/a	n/a
2nd Re-Inspection			\$90
3rd Re-Inspection			\$150
Roofing Inspection			\$150
Electrical Meter Change			\$75
Mechanical Trade Inspection			\$75
Electrical Trade Inspection			\$75
Plumbing Trade Inspection			\$75
Demolition			\$75
Change of Occupancy			\$75
Change of Contractor			n/a
Permit Extensions			n/a
Decks			\$150
Temporary Pole			\$75
All Stop Work Orders			\$150
Flood Determination Review			\$65

^ Add trade permit fees when required Page | B 3

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES Includes 1 Re-review	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum			
A	ASSEMBLY (Section 303)	0	2,500	\$385	\$175	\$1,250
		2,501	4,500	\$650		
		4,501	10,000	\$1,300		\$1,500
		10,001	50,000	\$1,850	\$300	\$2,800
		50,001	100,000	\$3,250		\$4,000
		100,000	300,000	\$4,500		\$8,500
		300,001 +		\$4,500 + .01 sq.ft. over 300,000	\$500	\$8,500 + .01 sq.ft. over 300,000
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living) (Section 308)	0	2,000	\$385	\$125	\$1,000
		2,001	5,000	\$650		\$1,500
		5,001	10,000	\$1,300		\$1,850
		10,001	20,000	\$1,650	\$200	\$4,095
		20,001	30,000	\$2,450		\$5,265
		30,001	50,000	\$3,475		\$7,020
		50,001	100,000	\$4,275		\$11,700
		1,000,001	300,000	\$5,500.00	\$325	\$21,000
		300,001 +		\$5,500 + .01 sq.ft. over 300,00		\$21,000 + .01 sq.ft. over 300,000
M & B	BUSINESS OR MERCANTILE (Sections 304 and 309)	0	3,000	\$415	\$125	\$750
		3,001	10,000	\$825		\$1,755
		10,001	30,000	\$1,550		\$2,575
		30,001	80,000	\$2,225	\$200	\$4,650
		80,001	150,000	\$3,000		\$9,900
		150,001	300,000	\$5,125		\$14,625
		300,001 +		\$5,125 + .01 sq.ft. over 300,000		\$14,625 + .01 sq.ft. over 300,000
E & 1-4	EDUCATIONAL & DAYCARE (Section 305 and 308.6)	0	5,000	\$650	\$175	\$1,500
		5,001	10,000	\$1,150		\$1,875
		10,001	30,000	\$1,900		\$4,365
		30,001	80,000	\$3,150	\$300	\$9,945
		80,001	150,000	\$4,900		\$17,550
		150,001	300,000	\$7,850		\$43,875
		300,001 +		\$7,850 + .01 sq.ft. over 300,000	\$500	\$43,875 + .01 sq.ft. over 300,000

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE						
GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum	Includes 1 Re-review		
F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE (Sections 306, 311 & 312)	0	10,000	\$550	\$125	\$750
		10,001	20,000			\$750
		20,001	50,000			\$1,250
		50,001	100,000			\$1,250
		100,001	200,000			\$1,250
		\$200,001 +		\$550 + .01 sq.ft. over 200,000		\$1,250 + .01 sq.ft. over 200,000
H1, H2, H3, H4, & H5	HIGH HAZARD (Section 307)	0	2,000	\$725	\$125	\$1,000
		2,001	5,000	\$1,100		\$1,200
		5,001 +		\$1,100 + .02 sq.ft. over 5,000		\$1,200 + .01 sq.ft. over 5,00
R1, R2, R3, R4, I-1 *	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES (not regulated by the IRC) (Section 310)	0	2,500	\$550	\$150	\$1,500
		2,501	10,000	\$1,250		\$1,872
		10,001	30,000	\$1,800		\$4,680
		30,001	50,000	\$3,250		\$9,945
		50,001	150,000	\$4,200	\$225	\$17,550
		150,001	300,000	\$5,425		\$43,875
		300,001 +		\$5,425 + .01 sq.ft. over 300,00		43,875 + .01 sq.ft. over 300,00
Tenant Finish	When any size existing building experiences an interior remodel and change that requires inspection and plan review.			Quoted		Quoted

CDBG Infrastructure Inspections: \$100.00/hr with project maximums quoted per job.

IBTS/MARC MASTER AGREEMENT
Floodplain Services & Fees, Attachment C

C1.0 COMPLETE FLOODPLAIN SERVICES

IBTS will provide Floodplain Enforcement (reviews and inspections), Floodplain Administration (data management and maintenance), and other Floodplain Management services (i.e. Base Flood Elevation determination, ordinance review, amendment facilitation, assistance with submittal requests for Letter of Map Revisions and Letters of Map Amendments) to the Jurisdiction. Note that any required enforcement and administration to support and maintain the National Flood Insurance Program (NFIP) for flood permits issued by the jurisdiction prior to the start of services for the jurisdiction are not within the Scope of this Agreement.

Applicants will come to the Jurisdiction's local city hall or other designated location to apply for permits, submit plans for plan reviews, or requests for Zoning and FEMA certifications. However for inspections, site verification visits, the applicants can call IBTS directly. All administrative documentation managed by IBTS may be sent directly to IBTS offices from the applicant, architect, engineer or land surveyor.

IBTS will evaluate and assist each Jurisdiction with evaluating the benefits of implementing the Community Rating System (CRS) as a part of its participation in the NFIP. IBTS will coordinate with the local FEMA Region office and its CRS resources to determine and analyze any benefits of the CRS program. IBTS will develop the necessary presentations and data for the jurisdiction to determine if implementation of the CRS program would be of benefit.

Nothing in this attachment and/or Service Agreement shall be construed to conflict with 44 CFR and other state or local adopted laws, rules and regulations.

C2.0 FLOODPLAIN SERVICES FEE SCHEDULE

TYPE	IBTS FEES
Elevation Determination – Residential	\$65.00 per unit
Elevation Determination – Commercial	\$125.00 per unit
Ordinance Review	\$100.00 per hour
Ordinance Amendment Facilitation	\$100.00 per hour
LOMR and LOMA Assistance	\$100.00 per hour
Consultation	\$100.00 per hour

Additional services are available upon request.

IBTS/MARC MASTER AGREEMENT
Accessibility Code Services & Fees, Attachment D

D1.0 COMPLETE ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS will provide Accessibility Plan Review and Inspection Services and will perform site visits. As permitted by the completeness of information submitted for code plan review, IBTS will conduct the accessibility plan reviews during the building department plan reviews in order to streamline the process. However, should accessibility not be fully addressed within the original submission, additional reviews may be necessary.

IBTS staff will provide the accessibility technical reviews and inspections on commercial use group properties. IBTS will review drawings and inspect structures for these codes requirements for compliance to the locally adopted codes. IBTS staff will attach Plan Reviews and Inspection result records to each permit which can be archived for easy retrieval for future purposes.

IBTS will also provide accessibility plans reviews and inspections on existing sites and structures.

All accessibility reviews and inspections will be documented and recorded in the GOVmotus™ Permitting System software. Each review and inspection report will be available from any web-enabled access device such as internet tablets and pads.

D1.1 AUGMENTATION OF EXISTING ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

D2.0 ACCESSIBILITY SERVICES FEES

D2.1 Operation Fees: Fees for accessibility reviews and inspections are included in the fees for the building code plan reviews and inspections found in Attachment B.

D2.2 Augmentation: Should an applicant desire to have reviews and or inspections only conducted on a commercial structure, the following fees are applicable.

TYPE	IBTS PLAN REVIEW FEES	IBTS INSPECTION FEES
All Commercial Structures, <5,000 sq. ft	\$275.00 each	\$750.00 each
All Commercial Structures, 5,001 – 25,000 sq.ft	\$515.00 each	\$1000.00 each
All Commercial Structures, 25,001 – 100,000 sq.ft	\$735.00 each	\$1500.00 each
All Commercial Structures, >100,001 sq.ft	\$1355.00 each	\$2250.00 each

**1.5% of IBTS fees*

IBTS/MARC MASTER AGREEMENT
Fire Code Review & Inspection Services & Fees, Attachment E

E1.0 COMPLETE FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS will provide code plan review and inspections services, permit approvals, certificate of occupancy approvals and electronic record keeping for commercial structures. Permit applicants can come to the Jurisdiction's city hall or other designated location to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building fire code requirements. These reviews will be conducted during the same time as the building code and accessibility reviews.

IBTS will provide FIRE ONLY plan reviews and inspections for operations, special events and uses such as haunted houses, stadium changes etc. IBTS will work with the local Fire Chief to ensure a safe event.

Permit Approvals

The permit approval process will follow the same steps for processing permits as described in Attachment B - Building Code Department Services.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

IBTS, upon direction from the jurisdiction, will coordinate the CO inspection with the local and/or State Fire Marshal as required to ensure that all of their requirements have been satisfied before occupancy is allowed.

E1.1 AUGMENTATION OF EXISTING FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

IBTS/MARC MASTER AGREEMENT
Fire Code Review & Inspection Services & Fees, Attachment E

E2.0 FIRE CODE REVIEW & INSPECTION SERVICES FEES

COMMERICAL FIRE CODE FEES - Operation and Augmentation								
COMMERCIAL TYPE & SIZE				IBTS FIRE CODE PLAN REVIEW FEES			IBTS FIRE CODE INSPECTION FEES	
GROUPS	OCCUPANCY	SQUARE FOOTAGE		OPERATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	AUGMENTATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	IBTS 3rd PLAN REVIEW	OPERATION INSPECTION FEES	AUGMENTATION INSPECTION FEE
		Minimum	Maximum					
A	ASSEMBLY	0	2,500	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,501	4,500	\$75.00	\$150.00		\$150.00	\$250.00
		4,501	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	50,000	\$185.00	\$315.00		\$250.00	\$700.00
		50,001	100,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		100,000	300,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		300,001 +		\$715.00	\$1,000.00		\$1,000.00	\$1,800.00
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,001	5,000	\$75.00	\$150.00		\$150.00	\$250.00
		5,001	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	20,000	\$185.00	\$315.00		\$250.00	\$700.00
		20,001	30,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		30,001	50,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		50,001	100,000	\$715.00	\$1,000.00		\$1,000.00	\$1,650.00
		1,000,001	300,000	\$845.00	\$1,235.00		\$1,300.00	\$1,800.00
		300,001 +		\$950.00	\$1,400.00		\$1,580.00	\$2,100.00
M & B	BUSINESS OR MERCANTILE	0	3,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		3,001	10,000	\$100.00	\$160.00		\$200.00	\$315.00
		10,001	30,000	\$150.00	\$235.00		\$250.00	\$385.00
		30,001	80,000	\$200.00	\$275.00		\$325.00	\$425.00
		80,001	150,000	\$315.00	\$355.00		\$500.00	\$715.00
		150,001	300,000	\$485.00	\$580.00		\$615.00	\$975.00
		300,001 +		\$600.00	\$795.00		\$750.00	\$1,300.00

IBTS/MARC MASTER AGREEMENT
Fire Code Review & Inspection Services & Fees, Attachment E

E & 1-4	EDUCATIONAL & DAYCARE	0	5,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$300.00
		5,001	10,000	\$125.00	\$235.00		\$200.00	\$415.00
		10,001	30,000	\$200.00	\$275.00		\$375.00	\$650.00
		30,001	80,000	\$300.00	\$360.00		\$500.00	\$900.00
		80,001	150,000	\$450.00	\$615.00		\$1,300.00	\$1,300.00
		150,001	300,000	\$750.00	\$1,400.00		\$2,000.00	\$2,750.00
		300,001 +		\$1,000.00	\$1,900.00		\$3,500.00	\$4,100.00
F1, F2, S1, S2, & U	INDUSTRIAL OR STORAGE	0	10,000	\$125.00	\$250.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		10,001	20,000				\$150.00	\$250.00
		20,001	50,000				\$225.00	\$375.00
		50,001	100,000				\$225.00	\$375.00
		100,001	200,000				\$225.00	\$485.00
		\$200,001 +		\$250.00	\$500.00		\$350.00	\$615.00
H1, H2, H3, H4, & H5	HIGH HAZARD	0	2,000	\$200.00	\$375.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$500.00
		2,001	5,000	\$350.00	\$600.00		\$350.00	\$500.00
		5,001 +		\$500.00	\$925.00		\$500.00	\$715.00
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	0	2,500	\$150.00	\$300.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$435.00
		2,501	10,000	\$200.00	\$400.00		\$375.00	\$600.00
		10,001	30,000	\$300.00	\$615.00		\$500.00	\$1,300.00
		30,001	50,000	\$425.00	\$800.00		\$800.00	\$2,250.00
		50,001	150,000	\$500.00	\$1,100.00		\$1,475.00	\$3,415.00
		150,001	300,000	\$735.00	\$1,700.00		\$2,000.00	\$48,000.00
		300,001 +		\$1,100.00	\$2,300.00		\$2,400.00	\$6,000.00

IBTS/MARC MASTER AGREEMENT
Stormwater Services & Fees, Attachment F

F1.0 COMPLETE STORMWATER SERVICES

IBTS will provide Stormwater Pollution Prevention Plan (SWPPP) reviews and site inspections. These services will be provided on all residential and commercial structures as required by local, state and or federal laws regulating stormwater pollution.

SWPPP Reviews

IBTS will provide the SWPPP reviews at the same time as the Building Code reviews. IBTS will ensure that the necessary state permits have been obtained and are on file with the construction permit.

IBTS will also maintain any necessary sub-division Service Plans as allowable by regulations. The Service Plan will be reviewed only once, and thereafter, IBTS will confirm that contractors have signed the necessary agreements that they as well as the sub-contractors will follow the Service SWPPPs.

SWPPP Site Visits

IBTS will conduct SWPPP inspections at each code inspection to verify ongoing compliance of the SWPPP requirements at the job site. Records of inspection results will be recorded and archived with the construction permit for record keeping and archival purposes

In the event of a rainfall event, IBTS will conduct spot checks for records after the rainfall event has passed, but no sooner than 24hrs so as to allow the site manager to complete all paperwork. IBTS will verify that stormwater pollution plans are in place and remain effective after the rainfall event.

F1.1 AUGMENTATION OF EXISTING STORMWATER SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

IBTS/MARC MASTER AGREEMENT
Stormwater Services & Fees, Attachment F

F2.0 STORMWATER SERVICE FEES - Operation

Fees for stormwater reviews and inspection are included in the fees for the building code plan reviews and inspections found in Attachment B.

F2.1 STORMWATER SERVICE FEES - Augmentation

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

STORMWATER SERVICE FEES FOR AUGMENTATION		
Service	Reviews	Inspections
Residential SWPPP Master Development Reviews	\$250.00	\$1200.00 / year / development
Commercial SWPPP Master Development Reviews	\$350.00	\$1500.00 / year / development
Residential SWPPP Individual Development (greater than 1 acre)	\$100.00	\$200.00 / site
Residential Rainfall Event Inspection	N/A	\$100.00 per site / per event
Commercial Rainfall Event Inspection	N/A	\$175.00 per site / per event
Hourly Rate for Other Requested Work*	\$125.00	

*Additional services available upon request, such as:

Assistance with the development of a Stormwater Management Plan and program. Development of Stormwater Best Management Practices, Development of Stormwater Utility Fee System, Assistance with the development of Municipal Stormwater System Annual Report.

IBTS/MARC MASTER AGREEMENT
GOVmotus™ Permitting Software & Fees, Attachment G

G 1.0 GOVmotus™ Programs

GOVmotus™ is a Software as a Service (SaaS) solution provided by the Institute of Building Technology and Safety (IBTS) that delivers an internet based system hosted in an environment that Subscribers can access for data entry, reporting, archival, document storage, tracking, receiving and processing payments as well as other tasks normally associated with delivery of building code department services, licensing, and property maintenance case management.

The GOVmotus™ Programs are provided to Subscribers in bundles of the modules described below. Subscription fees maintenance fees, and termination fees for bundled modules are described below.

The bundles are packaged together and the associated features, fees, storage capacities, number of users, roles and other descriptive conditions are described in this Exhibits A. The bundles described herein are called: 1) Bronze 2) Gold and 3) Platinum. The Platinum bundle is a tailored configuration to customer's specific requirements. A summary of the features available in the Bronze and Gold GOVmotus bundles are set forth in the following tables.

G 1.1 GOVmotus//Permitting Module

The GOVmotus Permitting Module can be packaged in a Bronze, Gold or Platinum bundle. The Permitting Module provides data entry, reporting, archival, document storage, tracking, payment processing, and other tasks normally associated with the delivery of building code department services.

GOVmotus PERMITTING FEATURES	BRONZE	GOLD
PERMIT APPLICATIONS	X	X
PERMITS	X	X
PLAN REVIEWS	X	X
INSPECTIONS	X	X
CERTIFICATES OF OCCUPANCY	X	X
FLOODPLAIN TRACKING		X
AUTOMATED NOTIFICATION		X
DOCUMENT MANAGEMENT		X
MANAGEMENT REPORTS		X
ADVANCE SEARCH FEATURES		X
INSPECTION TYPE SELECTION		X
CONTRACTOR LIST		X
CONTRACTOR PORTAL		X
ONLINE VIDEO HELP		X
AUTOMATED FEE CALCULATIONS		X
CONTRACTOR QUICK FEE CALCULATOR		X
ROLE BASED USERS		X
INSPECTION CODES INCLUDED		X
CONTRACTOR INSPECTION REQUESTS		X

IBTS/MARC MASTER AGREEMENT
GOVmotus™ Permitting Software & Fees, Attachment G

G1.2 GOVmotus//Licensing Module

The GOVmotus Licensing Module can be packaged in Gold or Platinum bundles. The Licensing Module provides data entry, reporting, archival, document storage, tracking, payment processing and other tasks normally associated with the delivery of licensing services.

GOVmotus LICENSING FEATURES	
LICENSE APPLICATIONS	X
LICENSE ISSUANCE	X
APPLICANT TRACKING	X
AUTOMATED NOTIFICATION	X
DOCUMENT MANAGEMENT	X
MANAGEMENT REPORTS	X
ADVANCE SEARCH FEATURES	X
WEB-BASED PORTAL	X
PAYMENT PORTAL	X
ONLINE APPLICATIONS	X
ONLINE VIDEO HELP	X
AUTOMATED FEE CALCULATIONS	X
ROLE BASED USERS	X
INSURANCE / BOND TRACKING	X
AUTOMATED NOTIFICATIONS	X
AUTOMATED RENEWALS	X

G1.4 GOVmotus//Property Maintenance Module

GOVmotus Property Maintenance Module can be packaged in Gold or Platinum bundles. The Property Maintenance Module provides data entry, reporting, archival, document storage, tracking, payment processing and other tasks normally associated with the delivery of property maintenance services.

GOVmotus PROPERTY MAINTENANCE FEATURES	
CASE APPLICATIONS	X
CASE MANAGEMENT	X
CASE ROUTING	X
INSPECTIONS	X
VIOLATION NOTICES	X
VIOLATION TRACKING	X
AUTOMATED NOTIFICATION	X
DOCUMENT MANAGEMENT	X
MANAGEMENT REPORTS	X
ADVANCE SEARCH FEATURES	X
AUTOMATED FEES	X
ROLE BASED USERS	X
INSPECTION CODES INCLUDED	X
PICTURE UPLOAD	X
CASE SUMMARIES	X

IBTS/MARC MASTER AGREEMENT

GOVmotus™ Permitting Software & Fees, Attachment G

G1.5 GOVmotus Authorized Users & Roles

GOVmotus provides users' roles, based upon permissions from the Subscriber that allow the Authorized Users to access only the areas of the system associated with their specific roles. Subscriber must identify the Authorized Users, and their roles within GOVmotus, using the Subscription Order Form as shown in Exhibit B. Subscriber may change and update these Authorized Users and their roles as allowed by the Agreement.

Roles Utilized in GOVmotus bundles are:

GOVmotus AUTHORIZED USER LIMITS	BRONZE	GOLD	PLATINUM
Users Included*	1-3	11-15	TBD
Each Additional User (Groups of 5)	N/A	\$100	TBD

**additional users can be added as outline in Exhibit B*

GOVmotus USER ROLES							
System Roles	Admin	Building Official	Plan Reviewer	Inspector	Permit Tech	Accounting	License Tech
Permitting	X	X	X	X	X	X	
Licensing	X	X				X	X
Property Maintenance	X	X		X		X	

GOVmotus SYSTEM ACCESS							
Component Access	Admin	Building Official	Plan Reviewer	Inspector	Permit Tech	Accounting	License Tech
APPLICATIONS	X	X	X	X	X	X	X
PROJECT/CASE INFO	X	X	X	X	X	X	
CONTRACTOR INFO	X	X	X	X	X		
OWNER INFO	X	X	X	X	X		X
FEE CALCULATIONS	X	X			X	X	X
PLAN REVIEW	X	X	X				
INSPECTIONS	X	X	X	X			
PERMIT ISSUANCE	X	X			X		
CERTIFICATE ISSUANCE	X	X			X		X
ACCOUNTING	X	X				X	
REPORTING	X	X	X	X	X	X	X
DOCUMENT MGMT	X	X	X	X	X	X	X

G1.6 GOVmotus Database Storage Size

Based upon the package and or module selected, Service Provider will provide allotted storage space in the Service Provider's hosted environment as shown in the below table.

DATABASE STORAGE LIMITS ¹	BRONZE	GOLD	PLATINUM
PERMITS / YEAR	200	3000	TBD
LICENSES / YEAR	N/A	3000	TBD
CASES / YEAR	N/A	3000	TBD

¹ Per year limits. Data will be stored for previous 3 years and then made available via archived storage.

IBTS/MARC MASTER AGREEMENT

GOVmotus™ Permitting Software & Fees, Attachment G

G1.7 GOVmotus Customization / Integration / Data Migration

Service Provider may customize the GOVmotus system and integrate it with other software systems and applications upon request from the Subscriber in the PLATINUM package. Subscriber agrees to provide in writing a scope of services for the customization. Upon acceptance by the Service Provider, the Customized Scope of Services (Exhibit B as required) shall become a binding part of the Subscription Service Agreement.

G1.8 GOVmotus Training Services

Service Provider offers online help and usage documentation for all GOVmotus products at no cost to the Subscriber. Subscriber may elect to purchase additional training services if needed. The costs to deliver additional training has been identified in Exhibit B. Should the Subscriber elect to purchase additional training, the scope of training and pricing shall be defined and attached to the Subscription Order Form.

G1.9 GOVmotus™ Service Levels

Service Provider shall host and maintain the GOVmotus™ Programs. The Service will maintain an average availability of no less than 99.5%, which translates to less than forty-five (45) hours of downtime per annum, excluding downtime caused by (i) scheduled maintenance windows performed between the hours of 12:00 AM and 6:00 AM Eastern time, (ii) emergency maintenance, (iii) force majeure, and (iv) any other events beyond Service Provider's reasonable control. Downtime is any time in which a computer on the global Internet is unable to connect to the GOVmotus Program hosted environment, log into the application, access application data or file attachments or execute reporting jobs due to unavailability of the Service.

G1.10 GOVmotus™ Support Levels

During the term of this Agreement, Service Provider shall provide technical support to Subscriber by providing Subscriber with access to Service Provider's support services staff via a telephone help line or email. Technical support will be limited to a maximum per annum by Bundle, during the hours of 9:00 AM and 6:00 PM Eastern time, Monday through Friday to assist Subscriber with troubleshooting, error correction and use of the Service.

ANNUAL CUSTOMER SUPPORT LIMIT	BRONZE	GOLD	PLATINUM
Telephone and email support	4	48	TBD

G1.11 GOVmotus Configuration & Delivery Schedule

Service Provider will configure and deliver to the Subscriber the selected modules according to the following Configuration & Delivery Schedule. The schedule is subject to change to accommodate any customization, integration or data migration services that may be added by the Subscriber. Should the Subscriber purchase customization, integration and/or data migration, the schedule of configuration and delivery identified in the scope of those particular services shall supersede these schedules.

EVENT SCHEDULES	BRONZE	GOLD	PLATINUM
Configuration	N/A	10 business days	TBD
User Configuration Testing	N/A	1 week	TBD

G1.12 GOVmotus Subscription Service Fees

Subscription service fees comprise of an initial configuration fee and ongoing per use maintenance fees.

BUNDLED SUBSCRIPTION AND INITIAL CONFIGURATION FEES	BRONZE	GOLD ²	PLATINUM
ASSOCIATION MEMBER SUBSCRIPTION FEES *	FREE	\$16,200	TBD
NON-ASSOCIATION MEMBER SUBSCRIPTION FEES	N/A	\$18,000	TBD
EARLY TERMINATION FEES FOR ASSOCIATION AND NON-ASSOCIATION MEMBERS	N/A	\$12,000	TBD

* Exclusive membership benefit per agreements between IBTS and select associations

¹ Monthly fee in a yearly subscription term

² One time configuration fee

IBTS/MARC MASTER AGREEMENT
GOVmotus™ Permitting Software & Fees, Attachment G

INDIVIDUAL MODULE CONFIGURATION FEES		EARLY TERMINATION FEES
	FEE	
GOVmotus Permitting	\$18,000	\$15,000
GOVmotus Licensing ¹	\$6,000	\$4,800
GOVmotus Property Maintenance ¹	TBD	TBD

¹ Requires Gold bundle

G1.13 GOVmotus Maintenance Fees

Ongoing, usage-based maintenance fees are shown in the following table:

MAINTENANCE FEES			
	BRONZE	GOLD	PLATINUM
MAINTENANCE FEE / Permit	\$8.00	\$8.00	TBD
MAINTENANCE FEE / License Application	N/A	\$3.50	TBD
MAINTENANCE FEE / Property Maintenance Case	N/A	TBD	TBD

Maintenance fees are per permit or license. Volume discounting is available.

IBTS/MARC MASTER AGREEMENT
Reserved For Future Use, Attachment H

RESERVED FOR FUTURE USE

IBTS/MARC MASTER AGREEMENT
: Planning and Zoning Services and Fees, Attachment I

11.0 COMMUNITY DEVELOPMENT (PLANNING AND ZONING) MANAGEMENT

IBTS will provide Community Development management and support. Focusing on the community's assets, current character and desires, IBTS will develop, implement, manage and conduct planning and zoning activities for the Jurisdiction. IBTS will provide information concerning zoning to the general public, builders, developers, Mayor, Jurisdiction Council and Planning and Zoning Commission. In addition, IBTS will develop and recommend policies and procedures for all Planning and Zoning activities.

IBTS will provide Community Development solutions that utilize traditional concepts along with innovative ideas that will best fit each respective community and its context. IBTS will coordinate efforts with the jurisdiction's Councils, Boards and/or Commissions to administrate the following:

- Community Development Operations (Long Range and Current)
- Development of Comprehensive, Subarea, Neighborhood and Corridor Plan Development or review
- Current Planning, including Plan and Development Review Facilitation
- Zoning Interpretation, Compliance and Enforcement
- Council, Boards and Commissions Training
- Council, Boards and Commissions Support
- Planning, Zoning and Development Ordinance and Code Review
- Zoning and Development Code Implementation
- Sign Code Development and Implementation
- Community Development Services Consultation

12.0 PLANNING AND ZONING INSPECTIONS

IBTS will conduct enforcement of the local zoning ordinances as adopted. The Zoning Administrator will review all the required Development Permits, Development Permit Approvals, Zoning Reviews and full administration of the Zoning Ordinance. IBTS will attend each Development Review Committee meeting to be informed and aware of upcoming projects. Zoning administration will provide the following:

- Site Inspections
- Setbacks
- Accessory Use
- Traffic Corner Visibility
- Public Notification
- Nonconforming Buildings
- Landscape & Screening
- Signs / Billboards

13.0 COMMUNITY DEVELOPMENT GRANT WRITING AND ADMINISTRATION

IBTS will provide the following grant writing and administration services:

- Grant Writing and Submittal (including all necessary public process)
- Grant Administration
- Project Management and construction oversight
- Grant Consultation

14.0 GEOGRAPHIC INFORMATION SYSTEMS (GIS)

With the adoption of a new Zoning Code, it would be advantageous to create a zoning map. A current zoning map would help the Jurisdiction administer the zoning ordinance. IBTS can assist in this endeavor and recommends the jurisdiction contact a local government agency for creation of this map. A digital parcel map can aid in the following:

IBTS/MARC MASTER AGREEMENT
: Planning and Zoning Services and Fees, Attachment I

- Zoning map creation and/or maintenance
- Parcel Map Digitization (if needed, with additional charge)*
- Basis for future land use analysis
- Regeneration of base tax map to recoup lost tax revenue
- Cost efficient Communication
- GIS Consultation

** Some restrictions may apply in some states, such as Oklahoma.*

I5.0 PLANNING & ZONING FEES – Operation or Augmentation

COMMUNITY DEVELOPMENT FEES	
PLANNING AND/OR ZONING APPLICATION	PROCESSING FEE*
II.0 COMMUNITY DEVELOPMENT (PLANNING AND ZONING) MANAGEMENT	
<u>Zoning and Zoning Map Amendments</u>	
Rural Agricultural	\$500.00
Mixed Use	\$1250.00
Planned Unit Development	\$1500.00
Special Overlay Districts	\$1500.00
Use By Special Review	\$1500.00
Corridor District	\$1500.00
Zone Districts (not noted above)	\$1000.00
Zoning Verification Letter	\$75.00
Planned Unit Development (PUD)	
PUD Major Amendment	\$1500.00
PUD Minor Amendment	\$500.00
Abandonment of PUD	\$500.00
PUD, Special Overlay District or Corridor	
Spec. Overlay Dist/Corridor Preliminary Plat	\$1200.00 + \$5.00/acre
Spec. Overlay Dist/Corridor Final Plat	\$900+\$5.00/acre
Subdivision Plan	
Minor Subdivision Plat	\$400.00
Preliminary Plat/Development Plan	\$500.00 + \$5.00/acre
Final Plat	\$400.00 + \$5.00/acre
Minor Amendment to Approved Plat	\$250.00
Major Amendment to Approved Plant	\$900.00 + \$5.00 per acre
Preliminary and Final Plat Reinstatement or Extension	\$100.00
Telecommunication Towers, Antennas and Facilities	\$2500.00
Abandonment of PUD	\$500.00
Council, Boards and Commission Training	\$100/hour + material costs
Comprehensive Plan Amendments	\$1500.00
Land Use Plan Amendments	\$1500.00
Transportation Plan Amendments	\$1500.00
Site Plan	\$200.00
Amendment to approved Site Plan	\$200.00
Landscape Plan	\$200.00
Amendment to approved Landscape Plan	\$200.00
Sketch Plat	\$250.00
Preliminary Plat / Development Plan	\$500.00 + \$5.00/acre
PUD, Special Overlay District or Corridor Preliminary Plat	\$1200.00 + \$5.00/acre
Final Plat	\$400.00 + \$5.00/acre
PUD, Special Overlay District or Corridor Final Plat	\$900.00 + \$5.00/acre
Lot Split/Lot Combination	\$200.00 + \$25/lot

IBTS/MARC MASTER AGREEMENT
: Planning and Zoning Services and Fees, Attachment I

Plat Waiver	\$250.00
Minor Subdivision Plat	\$400.00
Minor Amendment to Approve Plat	\$250.00
Major Amendment to Approved Plat	\$900.00 + \$5.00/acre
Preliminary and Final Plat Reinstatement or Extension	\$100.00
Vacation of Right-of-way or Easement	\$500.00
Variance	\$500.00
Special Exceptions	\$500.00
Administrative Determinations	\$100.00
Appeal of Decision	\$250.00
Reconsideration Request	\$200.00
12.0 PLANNING AND ZONING INSPECTIONS	
Historic Preservation Review	\$1000.00
Environmental Review	\$1000.00
Floodplain Development Review	\$1000.00
Minutes	\$50.00 per hour
Agenda Fee	\$50.00 per hour
Ordinance Fee	\$100.00 per hour with a one (1) hour minimum
Waiver (Paving, parking, etc.)	\$100.00
Opinion of Appropriateness	\$100.00 per hour
Temporary Sign Permit	\$50.00
Sign Permits	
Temporary Sign Permit	\$50.00
Sign Permit	\$150.00
Zoning or Ordinance Interpretation	\$200.00
Written Notice	\$100.00 per hour
Public Notice	\$100.00
Placing of Legal Ad	\$100.00
13.0 COMMUNITY DEVELOPMENT GRANT WRITING AND ADMINISTRATION	
Grant Writing and/or Administration	\$100.00 per hour
14.0 GEOGRAPHIC INFORMATION SYSTEMS (GIS)	
GIS Verification	\$90.00 per lot
ADDITIONAL SERVICES NOT INCLUDED ABOVE	
Consultation	\$100.00 per hour

* MARC Fees are 1.5% of the processing fees.

**An hourly rate is presented where a flat fee does not apply.

***Fees do not include radius reports, court reporter, county filing fees, postage, sign or sign posting, or newspaper publication.

IBTS/MARC MASTER AGREEMENT ADDENDUM

Property Maintenance Services and Fees, Attachment J

J1.0 – Property Maintenance Inspections

IBTS will provide the inspections for the Jurisdiction to enforce the jurisdiction's Property Maintenance ordinance. IBTS Property Maintenance Inspectors and Certified Building Officials will conduct the inspections, as authorized by the jurisdiction, and provide the inspection results, along with any required documented evidence and or pictures as necessary to identify the violation clearly and effectively.

As a summary, here is a list of inspections to be provided in this project:

- | | |
|--|-------------------------------------|
| ○ Unsafe Structures & Equipment | ○ Extermination / Infestations |
| ○ Emergency Measures | ○ Light / Ventilation |
| ○ Demolition | ○ Occupancy Limitations |
| ○ Rental Properties | ○ Required Facilities |
| ○ Vacant Structures | ○ Toilet Rooms |
| ○ Vacant Overgrown Land | ○ Plumbing Systems |
| ○ Nuisance | ○ Water Systems |
| ○ Property Inspections | ○ Sanitary Drainage |
| ○ 10" or higher weeds | ○ Heating Facilities |
| ○ Unimproved lots with weeds higher than 36" | ○ Mechanical Equipment |
| ○ Rodent Harborage | ○ Nuisance Inspection |
| ○ Abandoned Vehicle (Forwards to police) | ○ Electrical Facilities / Equipment |
| ○ Swimming Pools | ○ Duct Systems |
| ○ Exterior Structure | ○ Means of Egress |
| ○ Interior Structure | ○ Fire Resistance |
| ○ Rubbish & Garbage | ○ Fire Protection |

J2.0 – Property Maintenance Documentation

IBTS will coordinate with the jurisdiction officials including but not limited to the jurisdiction Attorney, the jurisdiction Fire Chief and the jurisdiction Chief of Police on the development, approval and implementation of all the necessary forms, documentation and notices required by this effort.

Citation forms will be compiled onto one common form where applicable. IBTS will coordinate with the Jurisdiction upon developing these forms, documents and notices in order to keep the number of required forms to a minimum for printing efficiency.

J3.0 – Jurisdiction Responsibility

The Jurisdiction will incur all costs associated with printing, supplying and distributing of all of the necessary forms, documentation and notices required for enforcement by this effort. IBTS will provide the necessary forms, documents and notices in electronic format suitable for printing.

If needed, the Jurisdiction Police Department Police Chief, in coordination with the Mayor and Jurisdiction Council, will appoint IBTS as an officer charged with one duty only; the issuing Notices of Violation to vehicles for property maintenance violations.

Ordinances will be passed and fee schedules adopted by the Jurisdiction in order to pay for services rendered by IBTS. The Jurisdiction agrees to adopt a line item budget to pay for these services and it will be jurisdiction's responsibility to recoup any associated costs from the citizens for services. IBTS staff will monitor the budget and ensure that services don't exceed the approved budgeted amount.

IBTS will provide the necessary field inspections and documentation of violations. The Jurisdiction will be responsible for any necessary court actions, injunctive reliefs and other measures needed to bring about compliance.

IBTS/MARC MASTER AGREEMENT ADDENDUM
Property Maintenance Services and Fees, Attachment J

J4.0 – Program Manager

The Jurisdiction Program Manager will initiate coordination efforts for structures, vehicles, equipment and property inspections. The Program Manager will authorize IBTS to conduct the inspections after a review of each complaint filed is completed to verify it is not a nuisance complaint. This type of coordination will prevent the jurisdiction from accruing inspection charges for complaints that are not valid. This will enable the Jurisdiction to better handle citizen disputes rather than starting and completing a case management file for a non-valid complaint.

As required, coordination between IBTS and the jurisdiction Police Department will occur once the vehicle in question has been determined to exist. IBTS, once the VIN number is obtained, will obtain the required owner information so that the citation may be completed and the appropriate notice sent to the vehicle owner and if necessary, the property owner. This documentation will be copied to the Jurisdiction as well as the jurisdiction Police Department for enforcement and authorization of towing, as necessary.

IBTS/MARC MASTER AGREEMENT ADDENDUM
Property Maintenance Services and Fees, Attachment J

J5.0 – Fees

PROPERTY MAINTENANCE FEE SCHEDULE			
ITEM		1st Inspections includes violation letter and re-inspection	Additional Inspections as required
Dangerous or Unsafe Structures and Equipment	Residential	\$ 150	\$ 100
	Non-residential and Multi-Family	\$ 250	\$ 150
	Equipment, Fences, Out-buildings	\$ 50	\$ 40
Structure/Equipment Violation (other than Dangerous/Unsafe Buildings)	Residential	\$ 75	\$ 50
	Non-residential and Multi-Family	\$ 100	\$ 75
	Equipment, Fences, Out-buildings	\$ 50	\$ 40
Stop Work Order, Do Not Occupy Order		\$ 75	\$ 75
Unlawful Structure		\$ 250	\$ 150
Demolition		\$ 200	\$ 100
Rental Inspections	Apartment unit and rental home	\$ 100	\$ 50
	Multiple apartment and duplex units	\$ 85	\$ 40
Interior Property	Garbage, refuse, broken or worthless items, animal feces, etc.	\$ 100	\$ 50
	Infestation	\$ 50	\$ 40
	Unfit for human habitation (Not in Dangerous/Unsafe Buildings Code)	\$ 150	\$ 100
Exterior Property	Garbage, refuse, trash containers in front yard, unstacked firewood, limb piles, broken or worthless items, animal feces, weeds, building supplies, auto parts, etc.	\$ 50	\$ 40
	Porch, stairs, decks, balconies, handrails, guards	\$ 100	\$ 50
	Hard surfaces unsafe to vehicles and pedestrians	\$ 50	\$ 40
	Illegal Camping	\$ 50	\$ 40
	Pool of Water - swimming pool, pond, reservoir, other receptacles	\$ 75	\$ 50
Vehicles, Trailers, Campers, RVs, Motorcycles and Boats	Inoperable and unlicensed	\$ 50	\$ 40
	Improperly parked	\$ 50	\$ 40
	Used as living quarters	\$ 75	\$ 50
Nuisances Not Described Above		\$ 50	\$ 40
Assistance to Police and Prosecutor in preparing citations and court preparation.		\$100 per hour, plus travel costs	
Attendance and testimony at court and administrative Hearings		\$100 per hour, plus travel costs	
Preparation and organizing administrative hearings, i.e. placing legal notices, mailing letters, preparing documents, etc.		\$100 per hour, plus travel costs	
Residential property owner research		\$15 each	
Commercial property owner research		\$25 each	
Postage		Actual Cost	
Information from title company - ownership and encumbrance reports, ownership lists, etc.		Actual Cost	
Work Not Described Above		\$100 per hour, plus travel costs	

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

GOVmotus™ Terms and Software Agreement

On this [] day of [], 2016, the (enter client name here) hereinafter referred to as "Subscriber", located at (enter client address here), and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147, hereinafter referred to as "Service Provider", do hereby enter into this Software as a Service Subscription Agreement (the "Agreement") under the following terms and conditions.

Service Provider is a non-profit organization guided by a 5-member Board appointed by the National League of Cities, the International Client/County Management Association, the National Association of Counties, the Council of State Governments, and National Governors Association.

1.0 Subscription Service

Subject to the terms and conditions of the Agreement, Service Provider grants to Subscriber a non-exclusive, non-transferable subscription to use the software identified in Exhibit A (the "GOVmotus™ Programs"). Subscriber may use the GOVmotus™ Programs in Subscriber provided computer systems that are able to connect to the internet, for its own use, and may not translate or modify the GOVmotus™ Programs or incorporate them into other software without written permission from the Service Provider. Subscriber may not transfer, sub-contract, sub-license, sub-subscribe or otherwise make the GOVmotus™ Programs available to any third party, in whole or in part, in any form, whether modified or unmodified.

Subscriber hereby elects to subscribe to Services by completing the Subscription Order Form as shown in Exhibit B and paying all the required subscription fees and maintenance fees as shown in Exhibits A.

1.1 Software as a Service

This Agreement sets forth the terms and conditions under which Service Provider agrees to provide Subscriber with access to the GOVmotus™ Programs and provide other services to enhance Subscriber's productive use of such software including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery, and change management (the "Services") as further set forth on an Exhibit A attached hereto. The Agreement shall remain in effect unless terminated as provided for herein.

The parties acknowledge and agree that this Agreement constitutes a license of intellectual property and that Subscriber, as licensee, is entitled to the rights afforded such licensees under the provisions of 11 U.S.C. § 365(n).

1.2 Authorized Users

Unless otherwise limited on Exhibit A, Service Provider grants Subscriber a renewable, nonassignable, nonexclusive, royalty-free, and worldwide right for any Subscriber employee, contractor, or agent, or any other individual or entity authorized by Subscriber, (each, an "Authorized User") to access and use the GOVmotus™ Programs and Services. Other than those limitations expressly described in Exhibit A, Authorized Users will have no other limitations on their access or use of the Services.

Access to the GOVmotus™ Programs and Services will be limited to the number of initial license(s) and number of Authorized Users described in Exhibit A. Subscriber is entitled to increase or decrease the number of Authorized Users; provided, however, that Subscriber shall pay for any increase in the number of Authorized Users should the number of users increase beyond the amount shown in Exhibit A. Should Subscriber elect to change the number of Authorized Users, Service Provider shall reduce or increase Authorized Users to the corresponding tier described in the Exhibit A and adjust future Subscription and Maintenance Fees .

1.3 Control and Location of Services

The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Subscriber. Except as otherwise specified in an Exhibit A, the Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.

1.4 Storage of Services

The Services shall include the applicable allocation of database storage required to support the level of data as described in Exhibit A.

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

1.5 Changes in Functionality

During the term of this Agreement, Service Provider shall not reduce or eliminate functionality in the Services which meet the usage requirements specified in Exhibit A. Where Service Provider has introduced like functionality in other services, Subscriber shall have right to use and access to the new services, at no additional charge, with the same rights, obligations, and limitations as for the Services. Where Service Provider increases functionality in the Services, such functionality shall be provided to Subscriber without any increase in the Services Fees.

1.6 Effect of Click-Through Terms and Conditions

Where an Authorized User is required to “click through” or otherwise accept any online terms and conditions (provided in Exhibit C) in accessing or using the Services, such terms and conditions are binding and shall have full force and effect as to the Services, this Agreement, or the applicable Exhibit A.

1.7 Ownership and Copies

The original and any copies of the GOVmotus™ Programs, made by Subscriber, including translations, compilations, partial copies, modifications, and updates, are the property of Service Provider.

Subscriber may not make copies of the GOVmotus™ Program or code in any form for any for use by any party, contractor, third-party provider, whether it is intended for backup or archive purposes or not. Each GOVmotus™ Program is copyrighted by Service Provider. Subscriber agrees to not reproduce, use or apply the copyright notice and proprietary logos of Service Provider in whole or in part.

2.0 Service Levels

For the term of the Agreement, Service Provider shall provide the Services, force majeure events excepted, during the applicable Service Windows and in accordance with the applicable Service Level Standards, each as described in Exhibit A.

Notwithstanding the foregoing, Service Provider will use its best efforts to minimize the impact or duration of any outage or interruption of Service.

Service Provider reserves the right in its reasonable discretion to (a) reject or edit Subscribers data, files, pictures, drawings and or all other electronically uploaded data, documents and or files (such editing to be done collaboratively with Subscriber); and (b) remove any material from the Service and cease access to portions or the entirety of the Service if the uploaded material is deemed offensive, pornographic, adult oriented and or otherwise material not intended for the GOVmotus Program’s intended use.

Service Provider is not responsible and cannot be liable for the Subscriber’s access and availability of the Subscriber’s LAN connectivity or their Internet Service Provider’s service levels, downtime, uptime, download speeds and or upload speeds.

3.0 Service Support and Maintenance

Service Provider, in consideration for payment of the applicable Usage Fees set forth in Exhibit A, shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the GOVmotus™ Programs to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version of Internet Explorer, Safari, and Google Chrome Internet browsers.

3.1 Required Notice of Maintenance

Unless as otherwise agreed to by Subscriber on a case-by-case basis, Service Provider shall provide notice to Subscriber of all non-emergency maintenance to be performed on the Services with such written notice at least twenty four (24) hours in advance and must include a detailed description of all maintenance to be performed. For emergency maintenance, Service Provider shall provide as much prior notice as commercially practicable to Subscriber and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

4.0 Customization / Integration Services

Service Provider shall provide the Customization / Integration Services, if any, described in an Exhibit B. The additional Services Fees for such Services shall be described in the Customization / Integration Services proposal.

Subscriber may, upon written notice, request changes to the Scope of the Services under Exhibit A. If Subscriber requests an increase in the scope, Service Provider shall notify Subscriber whether or not the change has an associated cost impact. If Subscriber approves, Subscriber shall issue a change order, which will be accepted by the Service Provider. Subscriber shall have the right to decrease the scope and the associated fees for an Exhibit A will be reduced accordingly.

Service Provider agrees to upload the Subscribers official municipal seal, logo or other identifying symbol on Subscriber's main dashboard site that is configured for specific use by the Subscriber. Subscriber hereby gives authorization to Service Provider to display, resize, print, reproduce, copy, digitize, format and otherwise use the Subscriber's digital symbol provided in all components of the GOVmotus™ Product subscribed to, including but not limited to reports, documents, notices, certificates, violations, orders and other printed documents whether electronic or hardcopy.

5.0 Training Services

Service Provider shall provide the Training Services, if any, described in an Exhibit B.

6.0 Audit Rights of Service Provider

Service Provider reserves all rights to conduct an on-premises audit of Subscriber's compliance with the use of the Services with a ten (10) day written notice. No more than once annually, Service Provider shall have the right to request from Subscriber its certification of compliance with the permitted number of Authorized Users set forth on Exhibit A. Where the actual number of users exceeds the permitted number of Authorized Users, Subscriber, at Subscriber's sole election shall, within thirty (30) business days: (a) reduce the actual number of users so as to be in compliance with the permitted number of Authorized Users in which case no additional Services Fees shall be due to Service Provider; or, (b) license the appropriate number of Authorized Users at the rate specified in the Exhibit A so as to be in compliance with the permitted number of Authorized Users.

7.0 Terms

Unless this Agreement is terminated earlier in accordance with the terms set forth herein, the initial term of the Agreement and all Exhibits attached herein shall commence upon signing of this Agreement and continue until the end of Initial Term listed in Exhibit B. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term").

7.1 Termination for Convenience

Without limiting the right of a party to terminate this Agreement as provided for in this Agreement, either party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party after the Initial Term specified in Exhibit B.

7.2 Termination for Cause

If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, the non-breaching party may immediately terminate this Agreement for cause as of a date specified in such notice.

7.3 Payments upon Termination

Upon the termination of this Agreement, Subscriber shall pay to Service Provider all amounts due and payable hereunder, if any. If the Agreement is terminated by the Service Provider, for convenience, or by the Subscriber, for cause, Service Provider shall refund to Subscriber all prepaid fees, if any.

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

Upon early termination by Service Provider, for cause, or by Subscriber, for convenience, Subscriber shall pay the Early Termination Fees described in Exhibit A. Early Termination Fees will be invoiced immediately to the Subscriber and payment shall be rendered within 30 days of receipt. Should Subscriber fail to pay the Early Termination Fees, Service Provider shall add the appropriate interest to the fees due, and may utilize any legal means necessary to collect fees from Subscriber. Early Termination Fees are only applicable if this Agreement is terminated within the Initial Term of this Agreement, beginning on the date signed. After the Initial Term, upon termination, Service Provider shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

If the Subscriber subscribed to a monthly subscription package, the Early Termination Fees shall be based on the entire fees for the Initial Term. If the Subscriber signed up for a single subscription fee package, the total amount shown in Exhibit A shall be used as a basis to calculate the Early Termination Fees.

7.4 Return of Subscriber Data

Upon the termination of this Agreement, Service Provider shall within thirty (30) business days following the termination of this Agreement provide Subscriber, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the Subscriber Data in a Microsoft® compatible database format specified by Subscriber. Further, Service Provider shall certify to Subscriber the destruction of any Subscriber Data within the possession or control of Service Provider but such destruction shall occur only after the Subscriber Data has been returned to Subscriber. This Section shall survive the termination of this Agreement.

7.5 Delivery of GOVmotus™ Programs

Service Provider shall use its best efforts to deliver the GOVmotus™ Programs promptly after receipt and payment of subscription. Configuration and delivery of the GOVmotus™ Programs are called out in Exhibit A, unless other configuration and delivery schedules are agreed upon due to customization and or integration services.

8.0 Transition Services

Provided that this Agreement has not been terminated by Service Provider due to Subscriber's failure to pay any undisputed amount due Service Provider, Service Provider will provide to Subscriber and / or to the service provider selected by Subscriber (such service provider shall be known as the "Successor Service Provider") assistance reasonably requested by Subscriber to effect the orderly transition of the Services, in whole or in part, to Subscriber or to Successor Service Provider (such assistance shall be known as the "Transition Services") following the termination of this Agreement.

The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Service Provider to Subscriber or Successor Service Provider; (b) if required, transferring the Subscriber Data to Successor Service Provider; (c) using commercially reasonable efforts to assist Subscriber in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services; (d) using commercially reasonable efforts to make available to Subscriber, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and, (e) such other activities upon which the parties may agree.

Notwithstanding the foregoing, should Subscriber terminate this Agreement due to Service Provider's material breach, Subscriber may elect to use the Services for a period of no greater than three (3) months from the date of termination at a reduced rate of ten (10%) percent off of the then-current Subscription and Maintenance Fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

9.0 Fees and Billing

Subscriber shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A. Any sum due Service Provider for the Services for which payment is not otherwise specified shall be due and payable thirty (30) business days after receipt by Subscriber of an invoice from Service Provider. Unless otherwise agreed to by the parties, Subscriber will not be given access to the Service until payment has been received.

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

9.1 Credit Card Usage

Subscriber may elect to pay subscription fees, including monthly, annual or other renewals by use of a credit or pay card. In such event, Subscriber agrees to provide Service Provider with complete and accurate billing and contact information. Subscriber agrees to update this information within thirty (30) days of any change to it. If the credit information you have provided is false or fraudulent, or Subscriber's account is seven (7) days or more overdue, in addition to any other legal remedies, Service Provider reserves the right to suspend access to the Service. Despite any such suspension, Subscriber acknowledges and agrees that it will be required to pay the fees until this Agreement is terminated in accordance with the termination provisions set forth herein. Subscriber may withdraw its consent to installment charges or recurring charges (if any) at any time by providing Service Provider at least 30-days advance written notice, and making alternative arrangements for payment to be made no later than the same respective charge dates. Subscriber represents that it is the card holder of the Credit Card and authorized to provide this authorization.

If a credit card is declined, Service Provider will notify Subscriber via the email address on record. If Subscriber misses a payment, Service Provider may notify Subscriber by phone or mail, but has no obligation to do so. A declined or expired credit card does not constitute valid termination notice and does not relieve Subscriber of any payment(s) owed.

9.2 Taxes

Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that Subscriber is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider or its employees. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

Service Provider is responsible for payment of all applicable taxes on the funds to be received under this Agreement. Service Provider's Federal Tax Identification Number is 54-1963889.

9.3 Credits

Any amounts due to Subscriber, such as a Performance Credit, from Service Provider may be applied by Subscriber, at the sole election of Subscriber, against any current or future fees due to Service Provider. Any such amounts that are not so applied by Subscriber shall be paid to Subscriber by Service Provider within thirty (30) calendar days following Subscriber's request. This Section shall survive the termination of this Agreement.

9.4 Non-binding Terms

Any terms and conditions included in a Subscriber purchase order or a Service Provider invoice, as the case may be, shall be deemed to be solely for the convenience of the respective party, and no such term or condition shall be binding upon the parties.

9.5 No Suspension of Services

Service Provider shall not suspend any part of the Services where: (a) Subscriber is reasonably disputing any amount due to Service Provider; or, (b) any unpaid but undisputed amount due to Service Provider is less than sixty (60) business days in arrears.

9.6 Interest on Overdue Accounts

All amounts due and owed to the Service Provider hereunder but not paid by the Subscriber on the due date thereof shall bear interest at the rate of ten per cent (10%) per annum. Such interest shall accrue from time to time on the balance of unpaid amounts outstanding from the date on which portions of such amounts become due and owing until payment thereof in full.

10.0 Representations and Warranties

Both the Subscriber and Service Provider mutually agree, represent and warrant that:

- a) it is an organization duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- b) it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

- c) the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- d) it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
- e) there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

11.0 Subscriber Data

Subscriber's data ("Subscriber Data," which shall also be known and treated by Service Provider, when applicable, as Public Records according to local, state and federal laws) may include: (a) Subscriber's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Subscriber Data is and shall remain the sole and exclusive property of Subscriber and all right, title, and interest in the same is reserved by Subscriber. This Section shall survive the termination of this Agreement.

11.1 Service Provider Use of Subscriber Data

Service Provider is granted a limited license to use Subscriber Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Subscriber Data to the extent necessary in providing the Services. Service Provider shall: (a) keep and maintain Subscriber Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Subscriber Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Subscriber Data for Service Provider's own purposes or for the benefit of anyone other than Subscriber without Subscriber's prior written consent. This Section shall survive the termination of this Agreement.

11.2 Extraction of Subscriber Data

Service Provider shall, within fourteen (14) business days of Subscriber's request, provide Subscriber, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), an extract of the Subscriber Data in a Microsoft® database compatible format specified by Subscriber no more often than once a quarter.

11.3 Backup and Recovery of Subscriber Data

As a part of the Services, Service Provider is responsible for maintaining a backup of Subscriber Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in an Exhibit A, Service Provider shall maintain a contemporaneous backup of Subscriber Data that can be recovered within twenty-four (24) hours at any point in time. Any backups of Subscriber Data shall not be considered in calculating storage used by Subscriber.

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

11.4 Loss of Data

In the event of any act, error or omission, negligence or misconduct by Service Provider that compromises or is suspected to compromise the security, confidentiality, or integrity of Subscriber Data, Service Provider shall, as applicable: (a) notify Subscriber as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Subscriber in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other non-proprietary materials requested by Subscriber; (c) in the case of PII, at Subscriber's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Subscriber for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Service Provider's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Service Provider has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Service Provider. This Section shall survive the termination of this Agreement.

12.0 Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party); or (e) a "public record". For purposes of this Agreement, in all cases and for all matters, PII shall be deemed to be Confidential Information.

12.1 Obligation of Confidentiality

The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. The provision of this Section shall survive the termination of this Agreement.

13.0 Proprietary Rights

Subscriber recognizes that Service Provider regards the GOVmotus™ Programs as its proprietary information and has confidential trade secrets of great value. Subscriber agrees not to provide, give access to or to otherwise make available in any form the GOVmotus™ Programs, or any portion thereof, to any person other than employees of Subscriber without the prior written consent of Service Provider. Subscriber further agrees to treat the GOVmotus™ Programs with at least the same degree of care with which Subscriber treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the GOVmotus™ Programs.

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

Subscriber acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.

Except as expressly set forth herein, no license is granted by the Service Provider to the Subscriber with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to the Subscriber any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials. The provisions of this Section shall survive the termination of this Agreement.

13.1 Proprietary Rights and Mutual Indemnification

Service Provider agrees to indemnify, defend, and hold the Subscriber harmless from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from Subscriber, by reason of any Claim arising out of or relating to the Services infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right of third parties. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that Subscriber is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for Subscriber the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by Subscriber; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to Subscriber any prepaid fees and the full cost associated with any Transition Services.

Subscriber agrees to defend, indemnify and hold Service Provider, and its directors, officers, employees, agents, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any content Subscriber submits, posts, transmits, or otherwise make available through the Service; (b) Subscriber's use of the Service; (c) any violation by Subscriber of this Agreement; (d) any action taken by Service Provider as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) Subscriber's violation of any rights of another.

13.2 Indemnification Procedures

Promptly after receipt by Subscriber of a threat, notice, or filing of any Claim against an Indemnitee, Subscriber shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice shall not relieve Service Provider of any liability it may have to the Subscriber except to the extent that Service Provider demonstrates that the defense of the Claim is prejudiced thereby. Service Provider shall have sole control of the defense and of all negotiations for settlement of a Claim and Subscriber shall not independently defend or respond to a Claim; provided, however, that: (a) Subscriber may defend or respond to a Claim, at Service Provider's expense, if Subscriber's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) Subscriber shall have the right, at its own expense, to monitor Service Provider's defense of a Claim. At Service Provider's request, Subscriber shall reasonably cooperate with Service Provider in defending against or settling a Claim; provided, however, that Service Provider shall reimburse Subscriber for all reasonable out-of-pocket costs incurred by Subscriber (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

14.0 Disclaimer of Warranties

To the maximum extent permitted by applicable law, in no event shall Service Provider be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever, even if Service Provider has been advised of the possibility of such damages by the Subscriber. Except as otherwise expressly set forth in this Agreement, Service Provider's liability for damages arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the lesser of (A) Subscriber's actual direct damages, or (B) the then current annual subscription fees and maintenance fees paid by Subscriber under this Agreement. The fees set forth in this Agreement have been established in reliance upon this limitation of liability. The foregoing limitation of liability shall not apply to claims that are subject to the indemnification provisions of Sections 13.1 and 13.2.

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

15.0 Insurance

Service Provider shall maintain, during the life of the Agreement, such Commercial General Liability Insurance which shall protect Service Provider, and any Subcontractors during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by Service Provider or by a Subcontractor, or by anyone directly or indirectly employed by either. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000; Errors and Omissions Insurance in an amount not less than \$1,000,000. Upon request, Service Provider will submit copies of insurance certificates.

16.0 Applicable Law

This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Virginia exclusive of its choice of law provisions and without the application of the Uniform Computer Information Transactions Act. Any suit hereunder will be brought in the federal or state courts located in the Commonwealth of Virginia, and Subscriber submits to the personal jurisdiction thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

17.0 Agreement Exhibits

Exhibits A, B, and C as attached herein are fully implemented and a part of this Agreement and shall be fully in force at signing of the Agreement and shall terminate in accordance with this Agreement.

City Council Action Item

Council Meeting Date: August 23, 2018

Agenda Item #: 9

Department: Public Works

Agenda Item: Consider an Agreement with BG Consultants for Engineering Design Services for a Multi-Use Path along Highway 56 from 1st Street to 8th Street

Background/Description of Item: During the Capital Improvement Budget discussion on June 7, 2018, City Council provided direction to move forward with the design of a multi-use path along Highway 56 to provide pedestrian/bicycle access from neighborhood/residences along Highway 56 to Dollar General, Edgerton Elementary, and other future development.

Highway 56 Multi-Use Path consists of approximately 2400 LF of 10' wide trail constructed from 1st St. to 8th St. This project will be designed as an asphalt path with a bid alternate for concrete construction.

The scope of services included in this agreement include in the Design Phase of Services: topographical survey, design of the trail, land acquisition plans, development of an Engineer's Opinion of Probable Costs; design of final construction plans with final plan quantities and bid items; and preparation of the project manual. Staff would also recommend including Bid Phase Services such as addressing any questions from potential bidders; preparing an engineer's estimate; and reviewing the bid tabulations. Construction Phase Services could be considered in the future by an addendum to this agreement.

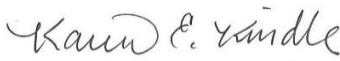
The Agreement for Design Services is a lump sum fee of \$24,800. Staff recommends using LPKC Maintenance Fee to fund the design services.

Related Ordinance(s) or Statue(s):

Funding Source: LPKC Maintenance Fee

Budget Allocated: N/A

Finance Director Approval:

x 

Karen Kindle, Finance Director

Recommendation: Approve an Agreement with BG Consultants for Engineering Design Services for a Multi-Use Path along Highway 56 from 1st Street to 8th Street

Enclosed:

Agreement for Design Services

Prepared by: Dan Merkh, Public Works Director



AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Highway 56 Multi-Use Path
1 st Street to 8 th Street
Edgerton, Kansas

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	David Hamby, P.E., CFM
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-749-4474

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.

- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name:	Dan Merkh
Address:	404 E. Nelson
	Edgerton, KS 66021
Phone:	913-893-6231

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of **\$24,800.00** Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent.

Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.

- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by

written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.
- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT

will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day of _____, 20__.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Edgerton, Kansas

By: 

By: _____

Printed Name: David J. Hamby, P.E., CFM

Printed Name: _____

Title: Vice President

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

PROJECT DESCRIPTION

The CLIENT desires to construct a 10' wide multi-use path from 1st Street to 8th Street on the south side of US 56 Highway in Edgerton, Kansas.

Phase 1 – Topographic Survey and Construction Documents

Topographic Survey

1. Perform topographic survey of the project area.
2. Establish right-of-way lines and property lines as needed for the project.
3. Locate above-ground features and establish horizontal/vertical control. Located topographic features will include but not be limited to street, curbs, trees, driveways, sidewalks and structures. The survey will also obtain location of underground utilities where marked by the utility owners. Flowlines and approximate size of storm sewers and sanitary sewers will be determined when accessible.
4. Generate base map with contours shown at 1' intervals.

Construction Plans

1. Develop a set of construction plans to include:
 - Title sheet
 - General notes, general layout, project control
 - Path plan/profile sheets
 - Pavement Details
 - Storm Sewer Details
 - Project Quantities
 - SWPPP Plan
 - Pavement Marking and Signing Plans & Details (where needed)
 - Traffic Control Plans
2. Construction plans will be submitted to the City for review and approval.

Strip Maps & Legal Descriptions

1. Prepare strip maps and legal descriptions for the needed land acquisition. Documents will be provided to the CLIENT to acquire the easements.

Construction Cost Estimates

1. Prepare opinion of probable construction costs to be submitted to the CLIENT at the following phases of the project: Preliminary Plans and Final Plans.

Project Manual (Construction Contract and Project Specifications)

1. CONSULTANT will prepare a Project Manual for the project utilizing Contract Documents provided by the CLIENT.
2. CONSULTANT will design the project to utilize the Current Edition of the Standard Specifications for State Road and Bridge Construction (Standard Specifications) to the extent possible.
3. CONSULTANT will submit Special Provisions for construction of components included in the project which are not specified in the Standard Specifications. Special Provisions, if needed, will be submitted with the Final Plans.

Environmental Services and Permitting

1. Prepare applications, exhibits, drawings, and specifications necessary to obtain known permits required for construction, including the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities. CLIENT will pay for all permits.

Utility Coordination

1. Prepare utility plans after preliminary plans and submit the utility plans to each utility owner with known utility infrastructure within the project limits.
2. Be available via telephone to discuss the project design with utility companies during the utility coordination and relocation phase.

Phase 2 – Bidding Services

Bid Letting Services

1. Facilitate distribution of construction plans to interested contractors.
2. Answer questions from contractors regarding the final plans. If necessary, issue requested addenda.
3. Attend the bid letting, tabulate bids and provide a recommendation for award.

Phase 3 – Construction Administration/Observation

Construction Phase Services

Construction Phase Services, if requested, will be provided by addendum to this Agreement.

EXHIBIT 2
COST AND SCHEDULE

DESIGN FEE:

For the PHASE 1 AND PHASE 2 services as set forth in EXHIBIT 1, the CONSULTANT shall be paid a lump sum of \$24,800.

These services will be billed monthly based upon the percentage of work completed the previous month.

Reimbursable Expenses:

Reimbursable expenses are in addition to the fee above and will be billed at the amount expended by BG Consultants in the interest of the project.

SCHEDULE:

The plans will be prepared such that a bid letting can be scheduled for February 2019. This schedule is dependent upon work and/or reviews by others that we do not control and therefore the anticipated schedule may change but CLIENT will be kept up to date on changes.

EXHIBIT 3
SPECIAL PROVISIONS

None.

City Council Action Item

Council Meeting Date: August 23, 2018

Agenda Item #: 10

Department: Public Works

Agenda Item: Consider Recommendation of Engineer to Award Construction of the 2018 CARS 4th and Nelson Street Improvements to Linaweaver Construction and Authorize the Mayor to Execute the Contract

Background/Description of Item: On May 11th, 2017, City Council Approved Resolution No. 05-11-17E supporting the new construction of the 4th Street and Nelson St Intersection Improvements. This project will remove the existing roadway and replace the failing asphalt with concrete, as well as address the ADA updates to the E 4th St intersection. This construction is being completed as part of the County Assistance Road System (CARS) program for 2018-2023. The project area is provided in the attached map.

The CARS program provides funds to the cities of Johnson County to construct and maintain their major arterials. Each year the cities submit a 5-year road improvement plan to Johnson County. Using a scoring system, Johnson County selects projects and allocates funds. The County pays 50% of the project's construction and construction inspection costs. Cities are responsible for design, right-of-way, and utility relocation costs.

On August 16, 2018, the City of Edgerton held a public bid opening. A total of five (5) bids were received, opened and read aloud to the public. This project consisted of the base bid, alternate No.1, and alternate No.2. The base bids ranged from a low of \$468,143.92 to a high of \$509,949.91. The engineers estimate was \$517,464.20. Linaweaver Construction submitted the low bid for Base Bid and Base Bid plus Alternate 1. Mega Industries Corporation submitted the low bid for Base Bid plus Alternate 1 and Alternate 2. Based on bid amounts, available budget, and CARS grant funding staff recommends awarding the base bid along. Therefore based upon review of the bids and our prior direct experience, staff recommendation is Linaweaver Construction is qualified to perform the scope of work included in this project.

Construction bids are higher than the estimate provided to the Johnson County CARS program. Within the CARS program, additional funds can be requested for the change in costs at the time of expenditure. Staff will make the request to CARS for additional funding and update City Council at a future meeting.

Budget:	Design	\$ 101,129	Actual:	Design	\$ 56,000
	Construction	\$ 404,517		Construction	\$ 468,144
	Total	\$ 505,646		Total	\$ 524,144

Funding:	CARS	\$ 202,258
	General Fund	\$ 303,388
	Total	\$ 505,645

Related Ordinance(s) or Statue(s):

<u>Funding Source:</u>	CARS grant funding	\$202,258
	General Fund	\$303,387
	Total	\$505,645

Budget Allocated: N/A

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Recommendation of Engineer to Award Construction of the 2018 CARS 4th and Nelson Street Improvements to Linaweaver Construction and Authorize the Mayor to Execute the Contract

Enclosed:

Recommendation Letter from BG Consultants
Bid Tabulation

Prepared by: Dan Merkh, Public Works Director

August 17, 2018

Dan Merkh, Public Works Director
404 E. Nelson Street
Edgerton, KS 66021

Re: 4th and Nelson Street Improvements
Edgerton, Kansas
BG Project No. 18-1199L
CARS Project No. 320001163

Dear Mr. Merkh:

The bid letting for the 4th and Nelson Street Improvements was conducted August 16, 2018. A total of five (5) bids were received, opened and read aloud to the public. The base bid ranged from a low of \$468,143.92 to a high of \$509,949.91. The engineer's estimate was \$517,464.20. The bids are shown below:

	Engineer's Estimate	Linaweaver Construction	King's Construction	Freeman Concrete Construction	Mega Industries Corporation	Orr Wyatt Streetscapes
BASE BID	\$517,464.20	\$468,143.92	\$472,491.00	\$486,676.33	\$498,410.47	\$509,949.91
BASE + ALT. 1	\$765,338.40	\$678,623.44	\$714,176.98	\$706,287.38	\$689,470.68	\$743,511.62
BASE + ALT. 1 & 2	\$830,262.90	\$765,610.14	\$771,911.78	\$757,376.42	\$741,992.13	\$804,467.36

Linaweaver Construction submitted the low bid for Base Bid and Base Bid plus Alternate 1. Mega Industries Corporation submitted the low bid for Base Bid plus Alternate 1 and Alternate 2. Based upon review of the bids and our prior direct experience, we believe that both Linaweaver Construction and Mega Industries Corporation are qualified to perform the scope of work included in this project. Bid tabulations are attached to this letter.

Award of this contract should be contingent upon Johnson County Public Works concurrence.

Feel free to call me if you have any questions or need additional information.

Sincerely,

BG CONSULTANTS, INC.



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

Attachment

cc: Johnson County Public Works

CARS Form A
2018--2022 Project Application for the
County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed.

Complete & Return by May 4, 2017

Submitting City: _____ **Number 1 Priority (Y/N)** _____

Project Location: _____

Joint Project With: _____ **Administrating City:** _____

Contact Name & Title: _____

Estimated Project Schedule: Start Date (mo/yr): _____ **Completion Date (mo/yr):** _____

Current Average Daily Traffic (ADT): _____ **Accident History (Prior 3 Years):** _____

Project Type: _____ (Capacity, Major Maintenance, Bridge Replacement, Bridge Rehabilitation, Route Enhancement, System Management)

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): _____ **Pavement Condition:** Good ☐ Fair ☐ Poor ☐

Detailed Description of Existing Facility:

Detailed Description of Project Scope:

Project Cost Information *

1. Design cost: _____
2. Right-of-way acquisition cost: _____
3. Utility relocation cost: _____
4. Construction cost: _____
5. Construction engineering cost: _____
- Total project cost: _____

Calculation of CARS Eligible costs:

- | | | | |
|----|-------------------------------|-----|-------|
| A. | Sum item # 4 & 5 above | (+) | _____ |
| B. | Federal Aid Participation | (-) | _____ |
| C. | State Aid Participation | (-) | _____ |
| D. | Other Non-local Participation | (-) | _____ |

Subtotal (CARS eligible costs) _____

CARS funding request _____

(Request cannot exceed 50% of the CARS eligible costs)

Funding participation by other cities:

City Name: _____ Funding: _____

City Name: _____ Funding: _____

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2017 Program Projects). A copy of the sealed estimates **must** be furnished for all 2018 CARS Program requests.

BID TABULATIONS
Downtown Street Project
Edgerton, Kansas
Bid Date: August 16, 2018
BG Project 18-1199L

				Engineer's Estimate		Linaweaver Construction		King's Construction		Freeman Concrete Construction		Mega Industries Corporation		Orr Wyatt Streetscapes	
Item #	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price		Unit Price	
Base Bid															
1.	Contractor Construction Staking	1	L.S.	\$ 18,000.00	\$ 18,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,875.00	\$ 8,875.00	\$ 5,000.00	\$ 5,000.00	\$ 5,055.13	\$ 5,055.13	\$ 4,300.00	\$ 4,300.00
2.	Mobilization	1	L.S.	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00	\$ 10,024.92	\$ 10,024.92	\$ 30,000.00	\$ 30,000.00	\$ 87,000.00	\$ 87,000.00	\$ 13,900.00	\$ 13,900.00
3.	Removal of Existing Structures	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 13,500.00	\$ 13,500.00	\$ 11,000.00	\$ 11,000.00	\$ 18,626.94	\$ 18,626.94	\$ 31,500.00	\$ 31,500.00
4.	Clearing and Grubbing	1	L.S.	\$ 9,000.00	\$ 9,000.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,734.72	\$ 2,734.72	\$ 4,300.00	\$ 4,300.00
5.	Traffic Control	1	L.S.	\$ 9,000.00	\$ 9,000.00	\$ 23,500.00	\$ 23,500.00	\$ 9,250.00	\$ 9,250.00	\$ 14,850.00	\$ 14,850.00	\$ 15,335.79	\$ 15,335.79	\$ 14,900.00	\$ 14,900.00
6.	Sediment Trap	90	Lin. Ft.	\$ 8.00	\$ 720.00	\$ 5.00	\$ 450.00	\$ 10.00	\$ 900.00	\$ 24.00	\$ 2,160.00	\$ 2.29	\$ 206.10	\$ 6.40	\$ 576.00
7.	Slope Barrier	100	Lin. Ft.	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	\$ 8.00	\$ 800.00	\$ 1.16	\$ 116.00	\$ 3.41	\$ 341.00	\$ 4.25	\$ 425.00
8.	Temporary Gravel Construction Entrance Pad	1	Ea.	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,250.00	\$ 1,250.00	\$ 500.00	\$ 500.00	\$ 1,253.48	\$ 1,253.48	\$ 1,070.00	\$ 1,070.00
9.	Concrete Washout	1	Ea.	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 567.99	\$ 567.99	\$ 1,600.00	\$ 1,600.00
10.	Temporary Seeding	1	L.S.	\$ 4,800.00	\$ 4,800.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,703.98	\$ 1,703.98	\$ 2,130.00	\$ 2,130.00
11.	Permanent Seeding, Fertilizing, and Mulching	1	L.S.	\$ 4,800.00	\$ 4,800.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,839.96	\$ 2,839.96	\$ 3,200.00	\$ 3,200.00
12.	Unclassified Excavation	908	C.Y.	\$ 35.00	\$ 31,780.00	\$ 25.00	\$ 22,700.00	\$ 45.00	\$ 40,860.00	\$ 38.00	\$ 34,504.00	\$ 28.43	\$ 25,814.44	\$ 12.80	\$ 11,622.40
13.	Pavement Removal	704	C.Y.	\$ 12.50	\$ 8,800.00	\$ 40.00	\$ 28,160.00	\$ 55.00	\$ 38,720.00	\$ 21.00	\$ 14,784.00	\$ 22.00	\$ 15,488.00	\$ 29.85	\$ 21,014.40
14.	Compaction of Earthwork (Type A)(MR-0-5)	83	C.Y.	\$ 25.00	\$ 2,075.00	\$ 10.00	\$ 830.00	\$ 5.00	\$ 415.00	\$ 25.00	\$ 2,075.00	\$ 9.04	\$ 750.32	\$ 21.30	\$ 1,767.90
15.	Concrete Pavement (6" Uniform)(AE)(Driveways)	150	S.Y.	\$ 60.00	\$ 9,000.00	\$ 70.00	\$ 10,500.00	\$ 55.00	\$ 8,250.00	\$ 39.63	\$ 5,944.50	\$ 54.29	\$ 8,143.50	\$ 87.45	\$ 13,117.50
16.	Concrete Pavement (8" Uniform)(AE)(NRDJ)	2726	S.Y.	\$ 65.00	\$ 177,190.00	\$ 58.00	\$ 158,108.00	\$ 68.50	\$ 186,731.00	\$ 74.19	\$ 202,241.94	\$ 55.87	\$ 152,301.62	\$ 68.25	\$ 186,049.50
17.	Concrete Pavement (8" Uniform)(AE)(Aprons)	352	S.Y.	\$ 70.00	\$ 24,640.00	\$ 62.00	\$ 21,824.00	\$ 64.00	\$ 22,528.00	\$ 72.28	\$ 25,442.56	\$ 56.42	\$ 19,859.84	\$ 96.00	\$ 33,792.00
18.	Aggregate Base (AB-3)(6")	3703	S.Y.	\$ 10.00	\$ 37,030.00	\$ 6.00	\$ 22,218.00	\$ 6.00	\$ 22,218.00	\$ 6.00	\$ 22,218.00	\$ 10.52	\$ 38,955.56	\$ 12.80	\$ 47,398.40
19.	Curb and Gutter (Combined)(AE)	1500	Lin. Ft.	\$ 25.00	\$ 37,500.00	\$ 21.00	\$ 31,500.00	\$ 21.00	\$ 31,500.00	\$ 22.79	\$ 34,185.00	\$ 20.60	\$ 30,900.00	\$ 24.55	\$ 36,825.00
20.	Sidewalk Construction (4")(AE)	718	S.Y.	\$ 45.00	\$ 32,310.00	\$ 45.00	\$ 32,310.00	\$ 40.00	\$ 28,720.00	\$ 38.34	\$ 27,528.12	\$ 36.29	\$ 26,056.22	\$ 47.15	\$ 33,853.70
21.	Sidewalk Construction (4")(AE)(Exposed Aggregate)	7	S.Y.	\$ 100.00	\$ 700.00	\$ 120.00	\$ 840.00	\$ 175.00	\$ 1,225.00	\$ 146.77	\$ 1,027.39	\$ 77.08	\$ 539.56	\$ 213.30	\$ 1,493.10
22.	Sidewalk Ramp (AE)	83	S.Y.	\$ 175.00	\$ 14,525.00	\$ 202.00	\$ 16,766.00	\$ 150.00	\$ 12,450.00	\$ 159.00	\$ 13,197.00	\$ 127.67	\$ 10,596.61	\$ 78.90	\$ 6,548.70
23.	Retaining Wall	75	S.F.	\$ 13.00	\$ 975.00	\$ 75.00	\$ 5,625.00	\$ 50.00	\$ 3,750.00	\$ 44.00	\$ 3,300.00	\$ 95.28	\$ 7,146.00	\$ 64.00	\$ 4,800.00
24.	Handrail	43	Lin. Ft.	\$ 200.00	\$ 8,600.00	\$ 200.00	\$ 8,600.00	\$ 250.00	\$ 10,750.00	\$ 386.00	\$ 16,598.00	\$ 206.85	\$ 8,894.55	\$ 335.00	\$ 14,405.00
25.	Curb Inlet (6"x4')	1	Ea.	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,250.00	\$ 4,250.00	\$ 3,716.00	\$ 3,716.00	\$ 4,586.60	\$ 4,586.60	\$ 3,200.00	\$ 3,200.00
26.	Curb Inlet (5"x4')	1	Lin. Ft.	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,250.00	\$ 3,250.00	\$ 3,600.00	\$ 3,600.00	\$ 4,070.82	\$ 4,070.82	\$ 2,700.00	\$ 2,700.00
27.	15" Storm Sewer (RCP)	41	Lin. Ft.	\$ 60.00	\$ 2,460.00	\$ 150.00	\$ 6,150.00	\$ 115.00	\$ 4,715.00	\$ 100.00	\$ 4,100.00	\$ 82.56	\$ 3,384.96	\$ 64.00	\$ 2,624.00
28.	Pavement Marking (4")(White)(I.G.)	322	Lin. Ft.	\$ 4.00	\$ 1,288.00	\$ 7.00	\$ 2,254.00	\$ 2.00	\$ 644.00	\$ 1.37	\$ 441.14	\$ 1.42	\$ 457.24	\$ 5.20	\$ 1,674.40
29.	Pavement Marking (24")(White)(I.G.)	130	Lin. Ft.	\$ 25.00	\$ 3,250.00	\$ 38.50	\$ 5,005.00	\$ 18.00	\$ 2,340.00	\$ 19.80	\$ 2,574.00	\$ 20.45	\$ 2,658.50	\$ 38.10	\$ 4,953.00
30.	Pavement Marking Symbol (Handicap)(I.G.)	2	Ea.	\$ 300.00	\$ 600.00	\$ 220.00	\$ 440.00	\$ 300.00	\$ 600.00	\$ 440.00	\$ 880.00	\$ 454.37	\$ 908.74	\$ 450.00	\$ 900.00
31.	Sign (Flat Sheet)(High Performance)	38.06	S.F.	\$ 20.00	\$ 761.20	\$ 32.00	\$ 1,217.92	\$ 18.00	\$ 685.08	\$ 14.08	\$ 535.88	\$ 14.54	\$ 553.39	\$ 41.80	\$ 1,590.91
32.	Sign Post (1-3/4" Perforated Square Steel Tube)	100	Lin. Ft.	\$ 10.00	\$ 1,000.00	\$ 12.50	\$ 1,250.00	\$ 10.00	\$ 1,000.00	\$ 4.40	\$ 440.00	\$ 4.54	\$ 454.00	\$ 10.80	\$ 1,080.00
33.	Sign Post Footing (1-3/4" PSST)	9	Ea.	\$ 40.00	\$ 360.00	\$ 44.00	\$ 396.00	\$ 60.00	\$ 540.00	\$ 24.20	\$ 217.80	\$ 24.99	\$ 224.91	\$ 71.00	\$ 639.00
Base Bid Total =				\$	517,464.20	\$	468,143.92	\$	472,491.00	\$	486,676.33	\$	498,410.47	\$	509,949.91
Add Alternate No. 1															
No	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price		Unit Price	
34.	Contractor Construction Staking	1	L.S.	\$ 9,000.00	\$ 9,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,200.00	\$ 2,200.00	\$ 2,090.00	\$ 2,090.00	\$ 2,158.27	\$ 2,158.27	\$ 2,200.00	\$ 2,200.00
35.	Mobilization	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00	\$ 10,000.00	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00	\$ 1,100.00	\$ 1,100.00
36.	Removal of Existing Structures	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 6,215.00	\$ 6,215.00	\$ 6,486.53	\$ 6,486.53	\$ 17,300.00	\$ 17,300.00
37.	Clearing and Grubbing	1	L.S.	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	\$ 250.00	\$ 250.00	\$ 4,000.00	\$ 4,000.00	\$ 1,703.15	\$ 1,703.15	\$ 2,200.00	\$ 2,200.00
38.	Traffic Control	1	L.S.	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,100.00	\$ 1,100.00	\$ 1,135.93	\$ 1,135.93	\$ 2,200.00	\$ 2,200.00
39.	Sediment Trap	32	Lin. Ft.	\$ 8.00	\$ 256.00	\$ 5.00	\$ 160.00	\$ 15.00	\$ 480.00	\$ 24.00	\$ 768.00	\$ 2.29	\$ 73.28	\$ 6.50	\$ 208.00
40.	Temporary Seeding	1	L.S.	\$ 2,100.00	\$ 2,100.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 1.00	\$ 1.00	\$ 1,080.00	\$ 1,080.00
41.	Permanent Seeding, Fertilizing, and Mulching	1	L.S.	\$ 2,100.00	\$ 2,100.00	\$ 1,200.00	\$ 1,200.00	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00	\$ 1.00	\$ 1.00	\$ 1,620.00	\$ 1,620.00
42.	Unclassified Excavation	401	C.Y.	\$ 35.00	\$ 14,035.00	\$ 25.00	\$ 10,025.00	\$ 45.00	\$ 18,045.00	\$ 38.00	\$ 15,238.00	\$ 29.91	\$ 11,993.91	\$ 13.00	\$ 5,213.00
43.	Pavement Removal	354	C.Y.	\$ 12.50	\$ 4,425.00	\$ 40.00	\$ 14,160.00	\$ 55.00	\$ 19,470.00	\$ 21.00	\$ 7,434.00	\$ 13.00	\$ 4,602.00	\$ 30.30	\$ 10,726.20
44.	Compaction of Earthwork (Type A)(MR-0-5)	9	C.Y.	\$ 25.00	\$ 225.00	\$ 10.00	\$ 90.00	\$ 15.00	\$ 135.00	\$ 50.00	\$ 450.00	\$ 21.12	\$ 190.08	\$ 43.25	\$ 389.25
45.	Concrete Pavement (8" Uniform)(AE)(NRDJ)	1207	S.Y.	\$ 65.00	\$ 78,455.00	\$ 58.00	\$ 70,006.00	\$ 68.50	\$ 82,679.50	\$ 74.19	\$ 89,547.33	\$ 56.93	\$ 68,714.51	\$ 69.20	\$ 83,524.40
46.	Concrete Pavement (8" Uniform)(AE)(Aprons)	222	S.Y.	\$ 70.00	\$ 15,540.00	\$ 62.00	\$ 13,764.00	\$ 68.50	\$ 15,207.00	\$ 72.28	\$ 16,046.16	\$ 56.71	\$ 12,589.62	\$ 97.30	\$ 21,600.60
47.	Aggregate Base (AB-3)(6")	1698	S.Y.	\$ 10.00	\$ 16,980.00	\$ 6.00	\$ 10,188.00	\$ 6.00	\$ 10,188.00	\$ 6.00	\$ 10,188.00	\$ 9.86	\$ 16,742.28	\$ 12.95	\$ 21,989.10
48.	Curb and Gutter (Combined)(AE)	803	Lin. Ft.	\$ 25.00	\$ 20,075.00	\$ 21.00	\$ 16,863.00	\$ 21.00	\$ 16,863.00	\$ 22.79	\$ 18,300.37	\$ 20.68	\$ 16,606.04	\$ 24.90	\$ 19,994.70
49.	Sidewalk Construction (4")(AE)	644	S.Y.	\$ 45.00	\$ 28,980.00	\$ 45.00	\$ 28,980.00	\$ 40.00	\$ 25,760.00	\$ 38.34	\$ 24,690.96	\$ 34.52	\$ 22,230.88	\$ 47.80	\$ 30,783.20
50.	Sidewalk Ramp (AE)	55	S.Y.	\$ 175.00	\$ 9,625.00	\$ 202.00	\$ 11,110.00	\$ 150.00	\$ 8,250.00	\$ 159.00	\$ 8,745.00	\$ 116.82	\$ 6,425.10	\$ 80.00	\$ 4,400.00
51.	Pavement Marking (4")(White)(I.G.)	64	Lin. Ft.	\$ 4.00	\$ 256.00	\$ 7.00	\$ 448.00	\$ 2.00	\$ 128.00	\$ 1.37	\$ 87.68	\$ 1.42	\$ 90.88	\$ 4.30	\$ 275.20
52.	Pavement Marking (24")(White)(I.G.)	133	Lin. Ft.	\$ 25.00	\$ 3,325.00	\$ 38.50	\$ 5,120.50	\$ 18.00	\$ 2,394.00	\$ 19.80	\$ 2,633.40	\$ 20.45	\$ 2,719.85	\$ 38.60	\$ 5,133.80
53.	Sign (Flat Sheet)(High Performance)	20.36	S.F.	\$ 20.00	\$ 407.20	\$ 32.00	\$ 651.52	\$ 18.00	\$ 366.48	\$ 14.30	\$ 291.15	\$ 14.77	\$ 300.72	\$ 42.40	\$ 863.26
54.	Sign Post (1-3/4" Perforated Square Steel Tube)	43	Lin. Ft.	\$ 10.00	\$ 430.00	\$ 12.50	\$ 537.50	\$ 10.00	\$ 430.00	\$ 4.40	\$ 189.20	\$ 4.54	\$ 195.22	\$ 11.00	\$ 473.00
55.	Sign Post Footing (1-3/4" PSST)	4	Ea.	\$ 40.00	\$ 160.00	\$ 44.00	\$ 176.00	\$ 60.00	\$ 240.00	\$ 24.20	\$ 96.80	\$ 24.99	\$ 99.96	\$ 72.00	\$ 288.00
Add Alt. No. 1 Total =				\$	247,874.20	\$	210,479.52	\$	241,685.98	\$	219,611.05	\$	191,060.21	\$	233,561.71
Base Bid + Add Alt. No. 1 Total =				\$	765,338.40	\$	678,623.44	\$	714,176.98	\$	706,287.38	\$	689,470.68	\$	743,511.62

BID TABULATIONS
Downtown Street Project
Edgerton, Kansas
Bid Date: August 16, 2018
BG Project 18-1199L

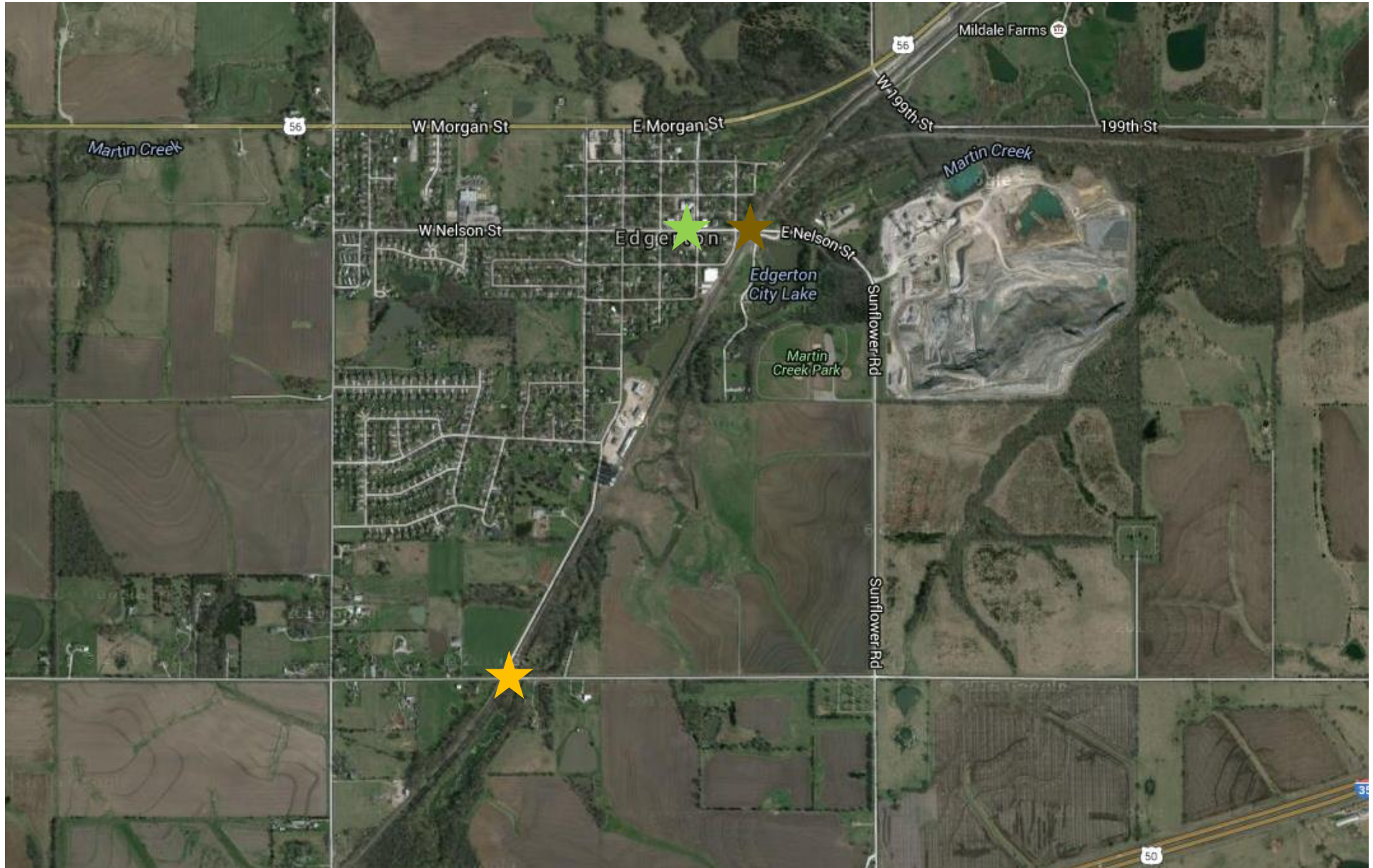
				Engineer's Estimate		Linaweaver Construction		King's Construction		Freeman Concrete Construction		Mega Industries Corporation		Orr Wyatt Streetscapes	
Item #	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price		Unit Price	
Add Alternate No. 2															
No	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price		Unit Price	
56.	Contractor Construction Staking	1	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,300.00	\$ 1,300.00	\$ 990.00	\$ 990.00	\$ 1,022.34	\$ 1,022.34	\$ 1,100.00	\$ 1,100.00
57.	Mobilization	1	L.S.	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,100.00	\$ 1,100.00
58.	Removal of Existing Structures	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00	\$ 3,000.00	\$ 3,000.00	\$ 2,240.61	\$ 2,240.61	\$ 3,200.00	\$ 3,200.00
59.	Clearing and Grubbing	1	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 1,482.45	\$ 1,482.45	\$ 1,100.00	\$ 1,100.00
60.	Traffic Control	1	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00	\$ 550.00	\$ 550.00	\$ 567.96	\$ 567.96	\$ 540.00	\$ 540.00
61.	Slope Barrier	100	Lin. Ft.	\$ 3.00	\$ 300.00	\$ 300.00	\$ 30,000.00	\$ 10.00	\$ 1,000.00	\$ 1.16	\$ 116.00	\$ 3.41	\$ 341.00	\$ 4.30	\$ 430.00
62.	Temporary Seeding	1	L.S.	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00	\$ 1.00	\$ 1.00	\$ 270.00	\$ 270.00
63.	Permanent Seeding, Fertilizing, and Mulching	1	L.S.	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 1.00	\$ 1.00	\$ 540.00	\$ 540.00
64.	Unclassified Excavation	120	C.Y.	\$ 35.00	\$ 4,200.00	\$ 25.00	\$ 3,000.00	\$ 45.00	\$ 5,400.00	\$ 38.00	\$ 4,560.00	\$ 34.39	\$ 4,126.80	\$ 13.00	\$ 1,560.00
65.	Pavement Removal	51	C.Y.	\$ 12.50	\$ 637.50	\$ 40.00	\$ 2,040.00	\$ 55.00	\$ 2,805.00	\$ 75.00	\$ 3,825.00	\$ 35.56	\$ 1,813.56	\$ 48.70	\$ 2,483.70
66.	Concrete Pavement (6" Uniform)(AE)(Parking Lot)	368	S.Y.	\$ 60.00	\$ 22,080.00	\$ 54.00	\$ 19,872.00	\$ 60.00	\$ 22,080.00	\$ 45.69	\$ 16,813.92	\$ 53.01	\$ 19,507.68	\$ 66.00	\$ 24,288.00
67.	Concrete Pavement (6" Uniform)(AE)(Driveways)	109	S.Y.	\$ 60.00	\$ 6,540.00	\$ 70.00	\$ 7,630.00	\$ 60.00	\$ 6,540.00	\$ 39.63	\$ 4,319.67	\$ 54.85	\$ 5,978.65	\$ 73.50	\$ 8,011.50
68.	Aggregate Base (AB-3)(6")	544	S.Y.	\$ 10.00	\$ 5,440.00	\$ 6.00	\$ 3,264.00	\$ 7.00	\$ 3,808.00	\$ 7.00	\$ 3,808.00	\$ 8.15	\$ 4,433.60	\$ 13.00	\$ 7,072.00
69.	Curb and Gutter (Combined)(AE)	171	Lin. Ft.	\$ 25.00	\$ 4,275.00	\$ 21.00	\$ 3,591.00	\$ 21.00	\$ 3,591.00	\$ 30.25	\$ 5,172.75	\$ 23.36	\$ 3,994.56	\$ 24.90	\$ 4,257.90
70.	Sidewalk Construction (4")(AE)	34	S.Y.	\$ 45.00	\$ 1,530.00	\$ 45.00	\$ 1,530.00	\$ 50.00	\$ 1,700.00	\$ 38.33	\$ 1,303.22	\$ 38.98	\$ 1,325.32	\$ 47.80	\$ 1,625.20
71.	Pavement Marking (4")(White)(I.G.)	230	Lin. Ft.	\$ 4.00	\$ 920.00	\$ 7.00	\$ 1,610.00	\$ 2.00	\$ 460.00	\$ 1.37	\$ 315.10	\$ 1.42	\$ 326.60	\$ 5.30	\$ 1,219.00
72.	Pavement Marking Symbol (Handicap)(I.G.)	2	Ea.	\$ 300.00	\$ 600.00	\$ 220.00	\$ 440.00	\$ 300.00	\$ 600.00	\$ 440.00	\$ 880.00	\$ 454.37	\$ 908.74	\$ 455.00	\$ 910.00
73.	Sign (Flat Sheet)(High Performance)	20.6	S.F.	\$ 20.00	\$ 412.00	\$ 32.00	\$ 659.20	\$ 18.00	\$ 370.80	\$ 14.30	\$ 294.58	\$ 14.77	\$ 304.26	\$ 42.40	\$ 873.44
74.	Sign Post (1-3/4" Perforated Square Steel Tube)	21	Lin. Ft.	\$ 10.00	\$ 210.00	\$ 12.50	\$ 262.50	\$ 10.00	\$ 210.00	\$ 4.40	\$ 92.40	\$ 4.54	\$ 95.34	\$ 11.00	\$ 231.00
75.	Sign Post Footing (1-3/4" PSST)	2	Ea.	\$ 40.00	\$ 80.00	\$ 44.00	\$ 88.00	\$ 60.00	\$ 120.00	\$ 24.20	\$ 48.40	\$ 24.99	\$ 49.98	\$ 72.00	\$ 144.00
Add Alt. No. 2 Total =				\$	64,924.50	\$	86,986.70	\$	57,734.80	\$	51,089.04	\$	52,521.45	\$	60,955.74
Base Bid + Add Alt. No. 1 + Add Alt. No. 2 Total =				\$	830,262.90	\$	765,610.14	\$	771,911.78	\$	757,376.42	\$	741,992.13	\$	804,467.36

City of Edgerton 2017-2021 CARS Project Applications

★ 2017

★ 2018

★ 2020



City of Edgerton Railroad Crossings



Traffic Counts (both directions) at 207th Street and Co-op Road



Approved by BOCC March 17, 2005

Administrative Procedures for the County Assistance Road System Program

Purpose:

The Board of County Commissioners (Board) has adopted a policy to govern the purpose, funding level and project eligibility of the County Assistance Road System (CARS) Program. In recognition of the fact that non-policy administrative procedures need to be uniformly applied to CARS projects, the following Administrative Procedures have been established.

Provision 1. Submitting Project Applications

- A. By February 1st each year, the Director of Infrastructure (“Director”) will send each Johnson County city the CARS Policy, CARS Administrative Procedures, CARS project application and report forms, and a definition of eligible CARS routes.
- B. Project Applications (CARS Form A) must be submitted for all project proposals and all continuation requests.
- C. Applications must be received by the Johnson County Public Works Department by March 1st for consideration in the 5-year plan or Fiscal Year Plan which begins January 1st of the following year.

Provision 2. 5-Year Plan and Fiscal Year Plan Recommendations

- A. The Director will, after reviewing all project applications, recommend a Fiscal Year Plan for the CARS Program to the Board and present a 5-year Plan for the Program. These plans will be presented on the first Board meeting in May or as soon thereafter as is practical. The Fiscal Year Plan is to include a list of all projects recommended for funding in the next following fiscal year budget. The 5-year Plan shall list those projects identified by the cities in their applications as projects they wish to have considered in future fiscal years and which are deemed by the Director to satisfy the criteria established by the Board in its CARS Policy.
- B. To be eligible for inclusion in the Fiscal Year Plan, the following conditions must be satisfied:
 - 1. The project must be an approved project on the 5-year Plan;
 - 2. The project must be scheduled to begin construction during the next fiscal year;

3. The city proposing the project must submit a signed resolution of its governing board certifying intent to proceed with the project as scheduled during the next fiscal year and providing assurance that the city has funding authority to proceed; and
 4. The city proposing the project must, unless an exception has been granted, have submitted a preliminary engineering report containing a description of the project scope and limits, alternatives evaluated, a current project construction cost estimate prepared and sealed by a registered professional engineer, a typical section, and other pertinent project information to the Director. An exception can be granted by the Director only for those cities, which, due to size and staff availability, cannot practically produce the report. However, a current construction cost estimate and documentation of traffic count and accident data are required for all Fiscal Year Plan submittals.
- C. For each project recommended for funding in the Fiscal Year Plan, the Director will submit for Board's consideration a CARS Briefing Form. As part of this form, the Director will certify that the proposed project satisfies the terms of the CARS Policy.
- D. Some proposed projects may involve special inter-governmental cost sharing, local match funding, cost participation restrictions or other conditions which deviate from the Administrative Procedures. The CARS Briefing Form will enumerate any such deviations so that the Board will be aware of these deviations before they approve and authorize a CARS Project. The provisions of the CARS Briefing Form as discussed and approved by the Board are incorporated by reference into the Fiscal Year Plan and shall be included, to the extent necessary, in the interlocal agreements which are subsequently executed.

Provision 3. Notification to Cities and Formal Adoption

- A. Copies of the Fiscal Year Plan adopted by the Board and the 5-Year Plan will be sent to each city by June 15th.
- B. No project contained in the CARS Fiscal Year Plan is deemed funded until the County budget authorizing that project for the following fiscal year is formally approved, published, and adopted.

Provision 4. Interlocal Agreements

- A. Interlocal agreements for each project in the CARS Program will be prepared and negotiated by the County.
- B. Each interlocal agreement must be approved and authorized by express action of the governing body of each participating city and will be executed in triplicate, first by the city and then by the County.

- C. Continuation projects will be undertaken pursuant to the terms of the interlocal agreement that was executed at the time the project was first funded, unless the Board and the participating city explicitly adopt revised terms in addenda executed for subsequent years.

Provision 5. Project Administration

- A. Generally, projects located within the incorporated limits of a city or cities will be administered by representatives of that city or cities. The County will administer those projects located in the unincorporated area of the County and those specifically designated by Board's action to be administered by the County.
- B. Plans and specifications for each authorized project must be submitted to the Director for approval prior to any advertisement for construction bidding.
- C. All projects must be constructed under construction contracts. A copy of all executed contracts and plans must be filed with the Director. All contracts for authorized CARS projects must be let through competitive, public bid procedures.
- D. The city must receive from the Director a notice to proceed before initiating construction on a project receiving funding through the CARS Program.
- E. Before construction begins on any CARS project, the city shall erect signs with the dimensions and content as specified by the Director.
- F. The Project Administrator shall complete project status reports at the request of the Director. The Project Administrator must complete and return the project status report to the Director by the date specified on the Director's request. Each year at the first meeting of the Board held in March, the Director will report on all projects for which there is evidence of insufficient project progress. The Board may then act to revoke funding approval from these projects.
- G. The Project Administrator must receive the prior written approval of the County for expenditure authorization above the maximum County's share of project costs enumerated in the interlocal agreement and project scope modifications as follows:
1. The Director may approve expenditures which do not expand the scope of the project and which, in aggregate, do not exceed 10% of the total project costs or \$75,000 (County's share), whichever is greater;
 2. Project scope modifications or expenditures which exceed the limits set in Provision 5G(1) must be separately and specifically approved by the Board.

Provision 6. County Project Cost Participation Limits

- A. For each project in the Fiscal Year Plan adopted by the Board and following the execution of a project interlocal agreement, the Finance Director will set a project expenditure authorization equal to 100% of the County's share of project costs enumerated in the interlocal agreement. The Finance Director can increase the project expenditure authorization above the maximum County's share of project costs enumerated in the interlocal agreement in accordance with Provision 5G(1)(2) of the Administrative Procedures.
- B. Eligible local share of construction costs, as used in the CARS Program, means those which the participating city is obligated to pay pursuant to project construction contracts. The County **will not** reimburse any city for costs of land acquisition, right-of-way acquisition, utility relocation, legal costs, design engineering services, project administration, financing costs, taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or other like charges.
- C. The County **will not** participate in project scope modifications or expenditures above the maximum County's share of project costs enumerated in the interlocal agreement except as provided in Administrative Procedures, Provision 5G(1) and (2).
- D. The eligible local share of project construction costs are also limited to those costs which the participating city pays from general revenue sources of the city and **shall not** include any portion of costs which are to be paid to or on behalf of a city by any governmental entity or source other than the taxpayers of that city. Notwithstanding these provisions, a city may apply any Community Development Block Grant funds which were approved for that project toward the city's local share.
- E. Notwithstanding the total project appropriation approved by the Board for any CARS Project, the County shall not pay more than an amount equal to the authorized percentage times the actual construction costs incurred under construction contracts.
- F. The County **will not** pay more than the authorized expenditure authority or budget appropriation, or for which funds are not available to the County.

Provision 7. Reimbursement Requests and Project Accounting

- A. During construction, the Project Administrator must submit requests for reimbursement. Requests must be sent to the Director of Infrastructure for review and approval. Requests must include the following documentation: copy of the contractor's pay request which shows progress on payment items, verification by the project administrator that the work claimed in the payment request has been completed, and proof that the city has paid the amount requested.
- B. The Director will have 10 business days from receipt of a reimbursement request to verify expenditure information. After verification, the Director will forward the reimbursement request to the Finance Department for payment. The Finance Department has 10 business days in which to process the reimbursement request or to notify the Director with an explanation of why reimbursement is being delayed. Either the Director or the Finance

Director may appeal to the County Manager for resolution of disputes arising from the reimbursement request. Payment shall be made to the city within 30 days from receipt of a valid reimbursement request; provided, however, no city shall have any claim for damages for the failure to make such payment within the 30-day period.

- C. Within 60 days following the completion of a CARS project, the Project Administrator must provide final project accounting information to the Director of Infrastructure sufficient to verify total project cost and the County's share. This requirement may be waived by the Director for projects which are participating in the Federal Aid program and are awaiting a final audit by the Kansas Department of Transportation, or like circumstances.
- D. In cases where funding participation of federal or state agencies in a project requires funding to be made prior to completion of construction, the Director may authorize such payment.

Provision 8. Revising Approved Projects

- A. If the project scope changes significantly from the project originally approved by the Board, the Director must submit a request for Modified Project Approval to the Board for consideration and action.

Provision 9. Administrative Procedures Review

- A. The Director will notify the Board of any suggested changes to the Administrative Procedures. A copy of the revised Administrative Procedures will be distributed to each the city in accordance with Provision 1(A).

City Council Action Item

Council Meeting Date: August 9th, 2018

Agenda Item #: 11

Department: Public Works

Agenda Item: Consider Purchase of Vibratory Roller

Background/Description of Item:

In 2015, the Edgerton City Council adopted a revised Vehicle and Equipment Replacement Policy. The stated purpose of the policy is to provide effective guidelines for administering and accounting for the City's vehicle and equipment replacement; to provide a framework for decisions relating to replacement; and to act as a budgeting guide for the Governing Body and Staff.

At the Council Meeting on April 23rd, 2015, City Council approved the purchase of the Dynapac CC90G Vibratory Roller. Per the Vehicle and Equipment schedule this unit was not slated for replacement until 2025; however, the roller was damaged in the flood on August 22nd, sustaining a total loss of the unit.

Consistent with the City's Purchasing Policy, staff obtained at least three written quotes for the purchase of a Vibratory Asphalt Roller complete with safety lighting, roll over protection and operator canopy. Staff researched companies and collected proposals from five different dealers within the Metro area based on prior research and networking with other municipalities.

The proposed replacement unit moves up a size in capacity and increases the roller drum width. The Dynapac CC90G Vibratory Roller has a drum width of 36" with the operating capacity of 1.5-tons. The proposed replacement unit has a 47" drum width and the operating capacity is 3 tons. Moving to a 3-ton unit provides additional compaction of base and surface material, this will reduce the number of passes required to properly compact a given asphalt patch and allow for additional work to be completed. As well the additional drum width will reduce the number of passes needed to compact a given asphalt patch as well as improve dust control and gravel road maintenance.

This item was previously on the May 24th City Council Agenda. Staff requested the item be tabled for a future meeting to allow additional research of other vendors and more detailed comparison of units. At this time the Hamm HD 12 VV that was quoted by Kirby Smith was a used unit, this did not meet the staff requested new model year units for the bids submitted by the participating vendors. Staff went back to the vendor and requested that the bid be

adjusted to the requested parameters. Kirby Smith informed the City that this request could not be made as they are not the approved Hamm dealer in this region (documentation of this change is enclosed in the packet). Murphy Tractor is the Hamm dealer for our region, staff reached out to the sales representative and requested the bid documents that are attached.

Additionally, during this period previously requested bids and detailed specifications for specific units were submitted for consideration. Staff used the detailed specifications to compare the various units and optional equipment.

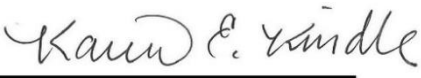
Staff recommends the Volvo DD25B as the Vibratory Roller to best fit the needs for the City for today as well as into the future. This recommended unit will improve the overall compaction needs of the department, as well as providing staff the ability to broaden the scope of work within the department. As we grow in our ongoing maintenance activities this unit will complement that growth and provide a vibratory roller that will better align with future needs.

Related Ordinance(s) or Statue(s):

Funding Source: Equipment Reserve Fund - General

Budget Allocated: \$39,163

Finance Director Approval:

X 

Karen Kindle, Finance Director

<p>Recommendation: Approve the purchase of Volvo DD25B Asphalt Roller in an amount not to exceed \$35,490.00.</p>
--

Enclosed: Vibratory Roller Vehicle & Equipment Request Form
Bid Documents

Prepared by: Trey Whitaker, Public Works Superintendent



VEHICLE & EQUIPMENT

Vehicle or equipment requested: _____ Date: _____

Describe need for vehicle or equipment: _____

Describe bid process and attach documentation: _____

REQUESTED ACC/VEH/EQUIP	NEW/ USED	NAME / DESCRIPTION	COST	TRADE IN	ACTUAL	RECOMMEND
			\$	\$	\$	<input type="checkbox"/>
			\$	\$	\$	<input type="checkbox"/>
			\$	\$	\$	<input type="checkbox"/>
			\$	\$	\$	<input type="checkbox"/>
			\$	\$	\$	<input type="checkbox"/>

Requested by: _____ Date: _____

Account Number: _____ Budget Available: ☐ _____

City Administrator Approval (\$15,000): _____ Date: _____

City Council Approval (> \$15,000): _____ Date: _____

Logan Contractors Supply

1325 S. Enterprise Dr. - Olathe, KS 66061 - phone 913-768-1551

THIS QUOTE IS SPECIFICALLY PRESENTED TO:

TO: Cody Ferris

DATE: 7-20-18

CO: City of Edgerton

RE: Roller Pricing

<u>QTY</u>	<u>ITEM/DESCRIPTION</u>	<u>PRICE/PER</u>
------------	-------------------------	------------------

Quote is for Wacker Neuson Double Drum Roller

One New	Wacker Neuson RD28-120 roller with beacon	\$39,600.00
---------	---	-------------

A CANOPY IS NOT AVAILABLE
Delivery as of today in November

IF AWARDED, E-MAIL PURCHASE ORDER TO gary@logancontractors.com

Should you have any questions, please contact me on my cell phone or by e-mail.

Sincerely,

Gary Poss

Gary Poss

Cell 913-207-5550

gary@logancontractors.com



Worldwide

English

[Products](#)
[Support](#)
[Genuine Spare Parts](#)
[Industries & Solutions](#)
[Discover More](#)
[News](#)
[Contact](#)
[Careers](#)
[Home](#) » [Products](#) » [Compaction](#) » [Rollers](#) » [Tandem Rollers](#) » **RD28**
RD28

Tandem Rollers

Information



Metric »

Imperial »

Technical specifications

	RD28-120	RD28-120C	RD28-120 O
Operating data			
Operating weight with ROPS lb	5,941	5,721	6,074
Operating weight max. lb	7,518	7,319	7,650
L x W x H in	96.9 x 51.6 x 94.1	96.9 x 51.6 x 94.1	96.9 x 51.6 x 94.1
Drum width in	47.2	47.2	47.2
Drum diameter in	28.4	28.4	28.4
Operating width in	49.3	48	49.3
Ground clearance middle in	11	11	11
Drum type front	smooth / undivided	smooth / undivided	smooth / undivided
Drum type rear	smooth / undivided	tires	smooth / undivided
Axle load front lb	2,943	2,954	2,943
Axle load rear lb	2,998	2,767	3,131
Curb clearance in	22.5	22.5	22.5
Centrifugal force front level I lbf	11,690	11,690	11,690
Centrifugal force front level II lbf	7,194	7,194	7,194
Centrifugal force rear level I lbf	11,690		
Centrifugal force rear level II lbf	7,194		
Frequency level I Vpm	4,020	4,020	4,020
Frequency level II Vpm	3,120	3,120	3,120
Amplitude in	0.02	0.02	0.02
Oscillation frequency level I Hz			39
Oscillation frequency level II Hz			30
Tangential amplitude in			0.04
Oscillation force level I lbf			8,992.4
Oscillation force level II lbf			5,170.6
Linear force - front / rear static lb/in	63.95 / 65.1	63.95 / 0	63.95 / 67.4
Advance travel max. ft/min	656	656	656
Gradeability with vibration %	30	30	35
Gradeability without vibration %	40	40	40

	RD28-120	RD28-120C	RD28-120 O
Turning radius inside in	93.3	93.3	93.3
Engine / Motor			
Engine / Motor type	3-cylinder diesel engine	3-cylinder diesel engine	3-cylinder diesel engine
Engine / Motor manufacturer	Kubota D1703	Kubota D1703	Kubota D1703
Operating performance ISO 14396 hp	24.8	24.8	24.8
Tank capacity fuel US gal	11.1	11.1	11.1
Tank capacity water US gal	47.6	47.6	47.6

These products might also interest you:



DPU554SH »



BT15L »



GP2500A »



GPS6600A »



E5000 »

Dealer Locator

- Worldwide
- Home

Contact

Become a Dealer

Dealer Login

Imprint & Legal Notes

English





SALES AGREEMENT

DATE Feb 08, 2018

Foley Equipment Company, 1550 S. West Street, Wichita, KS 67213 Phone:(316) 943-4211

PURCHASER	CITY OF EDGERTON			
STREET ADDRESS	PO BOX 255			
CITY/STATE	EDGERTON, KS	COUNTY	JOHNSON	
POSTAL CODE	66021	PHONE NO.	913 893 6231	
EQUIPMENT	TREY WHITTAKER			
CUSTOMER CONTACT:	PRODUCT SUPPORT TREY WHITTAKER			
INDUSTRY CODE:	LEGISLATIVE BODIES (9121)		PRINCIPAL WORK CODE	F.O.B. AT: Kansas City, MO
CUSTOMER NUMBER	011629	Sales Tax Exemption # (if applicable)	CUSTOMER PO NUMBER	
		N/A		
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
NET PAYMENT ON RECEIPT OF INVOICE	<input checked="" type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE 0.00
PAYMENT PERIOD		PAYMENT AMOUNT	\$0.00	NUMBER OF PAYMENTS 0
				OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR	MODEL: CB24B	YEAR: 2017		
STOCK NUMBER: QGN0479	SERIAL NUMBER: 02X401001			
CB24B UTILITY COMPACTOR	364-2303	SWITCH, BATTERY DISCONNECT	364-2297	
CB24B 2017		TRAVEL CONTROL, COVER GP	432-8451	
ENGINE T4F	364-2272	Canopy, Foldable	364-2288	
PROPEL, STANDARD	364-2313	Install Foldable Canopy		
HYDRAULIC OIL, STANDARD	364-2282			
LIGHTING PACKAGE, STANDARD	432-6053			
SEAT, WITH SAFETY SWITCH	364-2277			
BELT, SEAT, 2" SUSPENSION	376-7962			
SUPPORT, SLIDING FOR SEAT	364-2279			
ROPS, FOLDABLE	364-2287			
PRODUCT LINK INSTALLATION	463-3786			
PRODUCT LINK, CELLULAR PL641	454-5454			
INSTRUCTIONS, NORTH AMERICAN	364-2281			
SERIALIZED TECHNICAL MEDIA KIT	421-8926			
ROLL ON-ROLL OFF	0G-0044			
TRADE-IN EQUIPMENT		SELL PRICE	\$54,628.00	
MODEL:	YEAR:	SN.:		
PAYOUT TO:	AMOUNT:	PAID BY:	EXT WARRANTY \$785.00	
MODEL:	YEAR:	SN.:	NJPA DISCOUNT 19% OF LIST (\$10,528.00)	
PAYOUT TO:	AMOUNT:	PAID BY:	PDI \$578.00	
MODEL:	YEAR:	SN.:	NET BALANCE DUE \$45,463.00	
PAYOUT TO:	AMOUNT:	PAID BY:	CUSTOMER LOYALTY DISCOUNT (\$6,300.00)	
MODEL:	YEAR:	SN.:	PLUS ANY APPLICABLE TAXES \$39,163.00	
PAYOUT TO:	AMOUNT:	PAID BY:	ACH Information:	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.		Bank = Wells Fargo NA		
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.		ABA number 121000248		
		Account number 4121956387		
		Email remittance advice to ACHPMTS@foleyeq.com		
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY		INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	
			INITIAL	
The customer acknowledges that he has received a copy of the Foley Equipment Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 months unlimited hours		All used equipment is sold as is where is and no warranty is offered or implied except as specified here:		
36 Month / 1000 Hour Premier Warranty W/Travel		Warranty applicable:		
CSA:				
NOTES:				

☐ By checking this box, the assignment denoted in item No. 9 on the back of the contract applies. ☒ By checking this box, the assignment denoted in item No. 9 on the back of the contract does not apply.

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY	Foley Equipment Company	PURCHASER
John Pamperin		
REPRESENTATIVE	CITY OF EDGERTON	PURCHASER
SALES MANAGER	BY	SIGNATURE
		TITLE



8 QUESTIONS TO ASK ABOUT TAKE THE QUIZ EQUIPMENT MANAGEMENT

COMPACTORS

CB24B

< Back

REQUEST A QUOTE

FINANCING & INSURANCE

See our Current Offers

Calculate my Payment

FIND YOUR DEALER

USED TANDEM VIBRATORY ROLLERS

VIEW PRODUCT DOWNLOADS



CB24B Utility Compactor

PHOTO

VIDEOS



- RELATED PRODUCTS
- SPECIFICATIONS
- BENEFITS & FEATURES
- COMPARE MODELS

OVERVIEW

The CB24B is a 3 metric ton machine with 1200 mm (47") drums.

WEIGHTS

UNITS:

US

METRIC

Operating Weight	6003.0 lb
Maximum Weight at Front Drum	2857.0 lb
Maximum Weight at Rear Drum	3147.0 lb

OPERATING SPECIFICATIONS

Standard Compaction Width	47.0 in
Curb Clearance	20.0 in
Turning Radius - Inside Drum Edge	8.0 ft
Ground Clearance	11.0 in
Static Linear Load	63.0 lb/in

Travel Speed - Maximum	7.5 mile/h
------------------------	------------

ENGINE

Gross Power	36.2 HP
Engine Model	C1.5

DIMENSIONS

Overall Length	101.0 in
Wheel Base	71.0 in
Overall Width	52.0 in
Drum Diameter	28.0 in
Drum Width	47.0 in
Maximum Machine Height	106.0 in

VIBRATORY SYSTEM

Centrifugal Force per Drum - Maximum	7374.0 lb
Centrifugal Force per Drum - Minimum	3282.0 lb
Frequency	63/55/42 Hz (3,780/3,300/2520 vpm)
Nominal Amplitude - High	0.021 in

SERVICE REFILL CAPACITIES

Fuel Tank Capacity	17.0 gal (US)
Water Spray Tank Capacity	62.0 gal (US)

Quote Id: 17866481

Prepared For:
CITY OF EDGERTON



Prepared By: **MARK TADLOCK**

Murphy Tractor & Equipment
8600 Ne Parvin Road
Kansas City, MO 641618300

Tel: 816-483-5000
Fax: 816-455-0592
Email: mtadlock@murphytractor.com

Date: 24 July 2018

Offer Expires: 28 September 2018

Confidential

Quote Summary**Prepared For:**

CITY OF EDGERTON
Po Box 255
Edgerton, KS 66021
Business: 913-893-6801

Prepared By:

MARK TADLOCK
Murphy Tractor & Equipment
8600 Ne Parvin Road
Kansas City, MO 641618300
Phone: 816-483-5000
mtadlock@murphytractor.com

Quote Id: 17866481
Created On: 24 July 2018
Last Modified On: 25 July 2018
Expiration Date: 28 September 2018

Equipment Summary

2017 HAMM AG HD12VV -
H2301014

Qty**Extended**

1

Equipment Total**\$ 38,700.00**

Quote Summary

Equipment Total	\$ 38,700.00
SubTotal	\$ 38,700.00
Total	\$ 38,700.00
Balance Due	\$ 38,700.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 17866481

Customer: CITY OF EDGERTON

2017 HAMM AG HD12VV - H2301014

Hours: 2
Stock Number: 151197

Description	Qty
HD12VV TANDEM DRUM ROLLER	1

Standard Options - Per Unit

DRIVER SEAT, BLACK IMITATION LEATHER	1
ROPS FOLDABLE	1
STD COLOR RAL 2004 + RAL 7015	1
HYDRAULIC OIL	1
LIGHTING PKG AS PER ROAD TRAFFIC REGULATION	1
BACK UP ALARM	1
VERSION W/CE CONFORMITY	1
PLASTIC SCRAPER, FOLDABLE	1
WARNING LABELS ACCORDING TO ANSI	1
TECH DOCUMENTATION - N.A. COUNTRY VERSION	1
ENGLISH SPARE PARTS & APPLICATION DOCUMENTT	1

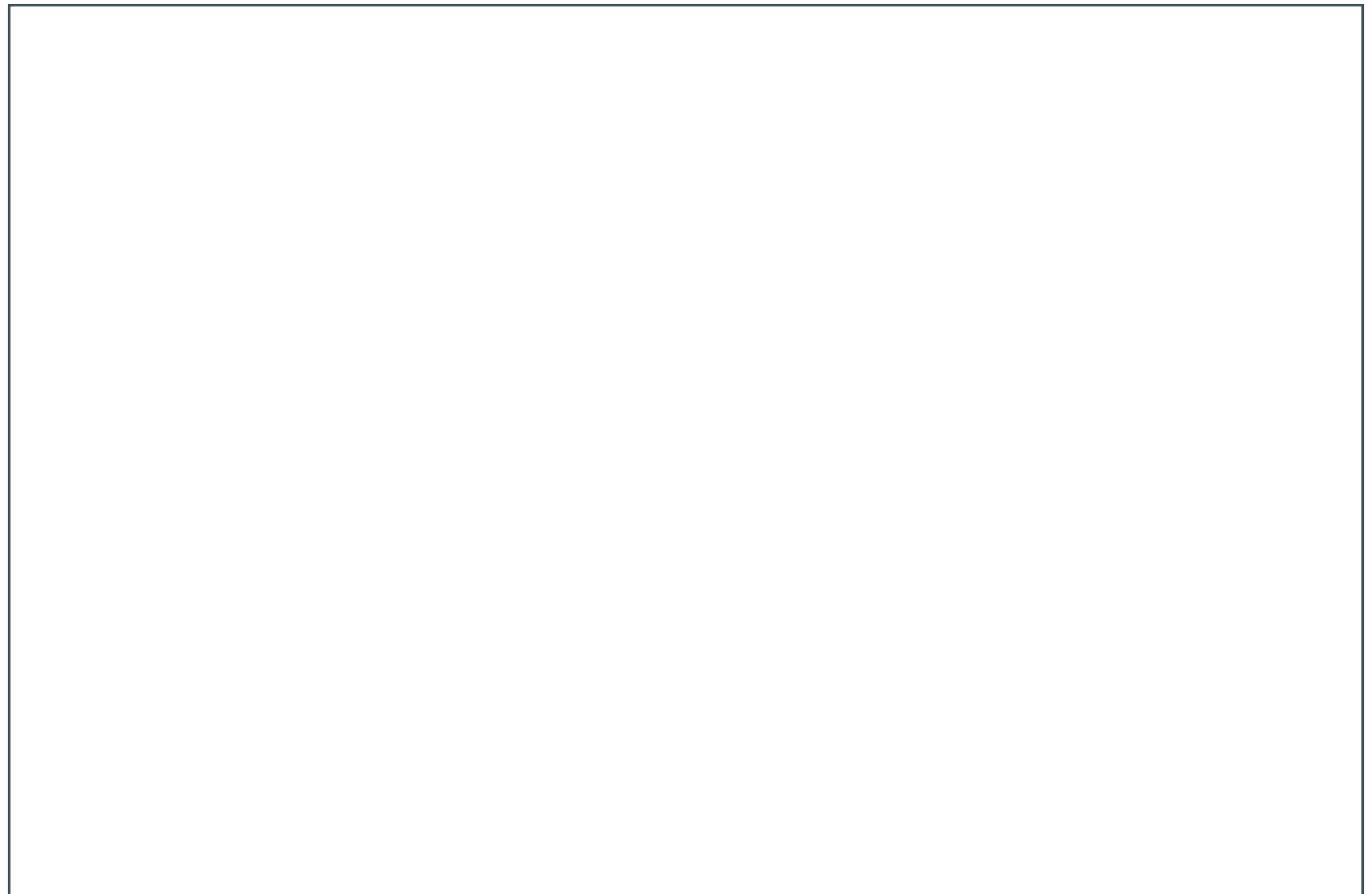
Other Charges

Freight	1
Fuel	1
Branch Freight	1
Canopy	1
Beacon	1

HD 12 VV

Tandem roller with two vibrating roller drums

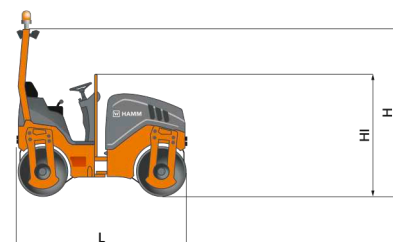
Tandem rollers Series HD CompactLine / Series H230



HIGHLIGHTS HD CompactLine

- > Simple, intuitive and language-neutral control
- > Simple transport, simple loading
- > Ergonomic driver platform
- > Excellent view of drum edge, machine and construction site environment
- > Compact dimensions

Machine dimensions		
Total length (L)	mm • in	96.9 • 96,9
Width (B)	mm • in	51.6 • 51,6
Total height (H)	mm • in	94.1 • 94,1
Drum width (X)	mm • in	47.2/47.2 • 47,2/47,2
Height, loading, min. (HI)	mm • in	69.0 • 69,0



TECHNICAL DATA		Unit	HD 12 VV
	Weights		
	Operating weight with ROPS	kg • lbs	2695 • 5,942
	Operating weight, max.	kg • lbs	3410 • 7,519
	Static linear load, front/rear	kg/cm • lbs/in	11,2/11,4 • 62.7/63.8
	French classific., data/class		11,3/PV3
	Machine dimensions		
	Total length	mm • in	2460 • 96.9
	Total height with ROPS	mm • in	2390 • 94.1
	Height, loading, min.	mm • in	1752 • 69.0
	Wheelbase	mm • in	1700 • 66.9
	Total width	mm • in	1310 • 51.6
	Max. working width	mm • in	1250 • 49.2
	Ground clearance, left/right	mm • in	570/570 • 22.4/22.4
	Turning radius, inside	mm • in	2370 • 93.3
	Drum dimensions		
	Drum width, front/rear	mm • in	1200/1200 • 47.2/47.2
	Drum diameter, front/rear	mm • in	720/720 • 28.3/28.3
	Drum thickness, front/rear	mm • in	15/15 • 0.6/0.6
	Drum type, front		smooth/nondivided
	Drum type, rear		smooth/nondivided
	Track offset, left/right	mm • in	0/50 • 0.0/2.0
	Diesel engine		
	Manufacturer		KUBOTA
	Type		D1703
	Number of cylinders		3
	Power rat. ISO 14396, kW/PS/rpm		18,5/25,2/2200
	Power rating SAE J1349, kW/HP/rpm		18,5/24,8/2200
	Emission standard		EPA Tier 4
	Exhaust gas after-treatment		-
	Drive		
	Speed, infinitely variable	km/h • mph	10,2 • 6.3
	Climbing ability, vibration on/off	%	30/40
	Vibration		
	Vibration frequency, front, I/II	Hz • vpm	67/52 • 4,020/3,120
	Vibration frequency, rear, I/II	Hz • vpm	67/52 • 4,020/3,120
	Amplitude, front, I/II	mm • in	0,45/0,45 • .018/.018
	Amplitude, rear, I/II	mm • in	0,45/0,45 • .018/.018
	Centrifugal force, front, I/II	kN • lbs	40/24 • 9,000/5,400
	Centrifugal force, rear, I/II	kN • lbs	40/24 • 9,000/5,400
	Steering		
	Oscillation angle +/-	°	8
	Steering, type		Articulated steering
	Sprinkler system		
	Water sprinkler, type		Pressure
	Tank capacity/Fill capacity		
	Fuel tank, capacity	L • Gal	42 • 11.1
	Water tank, capacity	L • Gal	180 • 47.6
	Sound level		
	Acoustic power LW(A), sticker		106
	Acoustic power LW(A), measured		105

EQUIPMENT

3-point articulation, Dashboard with displays, indicator lights and switches, Dashboard cover, lockable and weather-resistant, Handrails, Battery isolation switch, Pressure water sprinkling with interval switch, Operator's platform with entry from both sides, Hydrostatic steering, Vibration-isolated operator's platform, Track offset, Vibration front and rear, switchable single and doubled, Central lifting bracket, Plastic scraper, foldable

OPTIONAL EQUIPMENT

Rotating beacon, Protective roof, plastic tarpaulin, V-belt protection, Working light, Back-up alarm, Anti-freeze injection, ROPS, foldable, Drum edge lighting, WIFMS fleet management interface

WIRTGEN AMERICA

6030 Dana Way
Antioch, TN 37013
Phone +1 615-501-0600
Fax +1 615-501-0691
info.america@wirtgen-group.com
www.wirtgen-group.com/america

HAMM AG

Hammstraße 1
D-95643 Tirschenreuth
Tel +49 9631 80-0
Fax +49 9631 80-111
www.hamm.eu



HAMM



THE G. W. VAN KEPPEL COMPANY

3501 SE 21st. Topeka Ks 66607

Office (785) 357-2652

Fax (785) 357-5017

City of Edgerton
Attn : Cody Ferris

7/19/18

2018 Volvo DD25B

Specifications

Volvo DD25B Compactor

Articulation Joint

Standard ROPS

Back up alarm

Fuel level gauge, electrical

Electrical Installation - Std

English Manual

English Decals

Lifetime Frame Guarantee

FOPS (Hard Canopy)

Worklights FOPS front (2)

& rear (2)

Strobe (Beacon)

Warranty

24 Month Unlimited Hours Warranty

Lifetime Frame Guarantee

Delivery

60-70 days from order

Sale Price \$ 35,490.00

FOB Topeka Store

Thanks for the opportunity to quote this machine.

Humbly Submitted,

Doug Herrman

Dherrman@vankeppel.com

CE Territory Salesman

5427 West Bethany Road, GMF N. Little Rock, AR 72117 (501) 945-4594 fax: (501) 945-0959

2218 Industrial Park Road, Van Buren, AR 72956 (479) 474-5281 fax: (479) 474-6048

4250 E. Commerce Drive, Garden City, KS 67846 (620) 272-0535 fax: (620) 272-0543

1449 Genessee, Kansas City, MO 64102 (816) 921-4040 fax: (816) 921-4038

3914 W. Irving, Wichita, KS 67213 (316) 945-6556 fax: (316) 945-6592

1580 Old Hwy. 40 E., Columbia, MO 65202 (573) 474-0182 fax: (573) 474-8915

6455 W. Independence Dr., Springfield, MO 65802 (417) 865-3550 fax: (417) 865-1044

11475 Page Service Dr., St. Louis, MO 63146 (314) 872-8440 fax: (314) 993-6402

8233 West Reno, Oklahoma City, OK 73127 (405) 495-0606 fax: (405) 495-9393

1876 North 105th East Ave., Tulsa, OK 74116 (918) 836-8851 fax: (918) 834-1659

VOLVO DOUBLE DRUM COMPACTORS

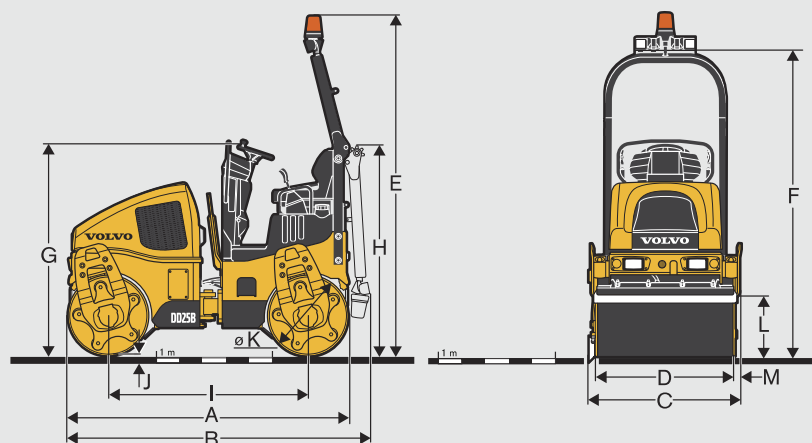
DD25B

2.6 t 25 hp



SPECIFICATIONS.

Model			DD25B Narrow Drum		DD25B Wide Drum	
Machine weights (w/ ROPS)						
Operating weight	kg	lb	2 515	5,545	2 620	5,776
Weight @ front drum	kg	lb	1 211	2,670	1 270	2,800
Weight @ rear drum	kg	lb	1 304	2,875	1 360	2,998
Shipping weight	kg	lb	2 359	5,201	2 470	5,445
Drum						
Width	mm	in	1 000	39.4	1 200	47.2
Diameter	mm	in	700	27.5	700	27.5
Shell thickness	mm	in	13	0.51	13	0.51
Finish			Machined			
Vibration						
Frequency	Hz	vpm	55/66.7	3,300/4,000	55/66.7	3,300/4,000
Nominal amplitude	mm	in	0.54	0.0210	0.5	0.0197
Centrifugal force	high	kN	lb	37.5	8,430	40.6
	low			25.5	5,732	27.7
Propulsion						
Type			Closed-loop hydrostatic			
Drum drive			Radial piston			
Travel speed	km/h	mph	0 – 10.3	0 – 6.4	0 – 10.3	0 – 6.4
Engine						
Make / model			Engine Tier 4 Final - Volvo D1.7A			
Engine type			3-cylinder diesel			
Rated power @ installed speed	kW	hp	18.4 @ 2,200 rpm	25 @ 2,200 rpm	18.4 @ 2,200 rpm	25 @ 2,200 rpm
Electrical			12 volts, 70 A alternator			
Brakes						
Service			Hydrostatic			
Parking secondary			Spring-applied, hydraulic release on each drum			
Water system						
Type			Pressurized			
Nozzles			4 per drum			
Filtration			Inlet and nozzle filtration			
Drum wipers			Spring-loaded, self-adjusting urethane wipers			
Water tank capacity	l	gal	260	69	260	69
Miscellaneous						
Articulation angle		°	+ / - 30			
Oscillation angle		°	+ / - 10			
Inside turning radius (to drum edge)	mm	in	2 800	110	2 800	110
Fuel tank capacity	l	gal	40	10.6	40	10.6
Hydraulic oil capacity	l	gal	27	7.2	27	7.2
Gradeability (theoretical)		%	30			



DIMENSIONS	DD25B Narrow Drum		DD25B Wide Drum	
	mm	in	mm	in
A	2 420	95.3	2 420	95.3
B	2 540	100.0	2 540	100.0
C	1 090	42.9	1 290	50.8
D	1 000	39.4	1 200	47.2
E	2 955	116.3	2 955	116.3
F	2 650	104.3	2 650	104.3
G	1 870	73.6	1 870	73.6
H	2 020	79.5	2 020	79.5
I	1 720	67.7	1 720	67.7
J	13	0.5	13	0.5
K	700	27.6	700	27.6
L	490	19.3	490	19.3
M	45	1.8	45	1.8

January 26, 2018

City of Edgerton
Attn: Cody Ferris
Re: Dynapac Double Drum Roller Proposal

Dear Cody,

Per your request see the following proposal:

1 – New Dynapac CC1000 Double Drum Asphalt Roller, 39" Wide Drums, Operating weight of approximately 3700 lbs., Kubota 24HP Diesel Engine, etc..... \$31,890.00

1 – New Dynapac CC1100 Double Drum Asphalt Roller, 42" Wide Drums, Operating weight of approximately 5,300 lbs., Kubota 25HP Diesel Engine, etc.....\$34,965.00

Above prices does not include any applicable taxes. Prices are FOB VLP-KC. Lead-time is approximately 4-6 weeks from receipt of signed order. Manufacturer's warranty is one year from invoice date. Quote is good for 30 days.

See enclosed brochure for both the CC1000 and CC1100 for more detailed information. If you have any questions please let me know. I look forward to hearing back from you soon.

Thank you,

Rob Maggard
Used Equipment Manager
Sales Representative
Case Product Specialist
The Victor L. Phillips Company
816-241-9290
rmaggard@vlpco.com

(<https://dynapac.com/us-en/>).

COMPACTION

DYNAPAC CC1100 VI *DOUBLE DRUM VIBRATORY ROLLERS*

[MY COMPARISON \(/US-EN/PRODUCTS/COMPARE\)](#)

0

PICTURES

DIMENSIONS



(http://pdf.dynapac.com/user_files/images/Products/Rollers/CC/Full/FAYAT/Dynapac_CC1200VI_front

PRODUCT INFORMATION

TECHNICAL DATA



Masses	
Max. operating mass	7,100 lbs
Operating mass (incl. ROPS)	5,300 lbs
Module mass (front/rear)	2,500 lbs/ 2,800 lbs
Traction	
Speed range	0-10 km/h
Vertical oscillation	±10°
Theor. gradeability	46 %
Compaction	
Centrifugal force	6,500/ 5,600 lb
Nominal amplitude	0.020 in
Static linear load (front/rear)	60 / 66 lbs/in
Vibration frequency	3,960/ 3,660 vpm
Water tank	205 l
Engine	
Manufacturer/Model	Kubota D1703-M (IIIA/T4i)
Type	Water cooled
Rated power, SAE J1995	26 kW (35 hp) @ 2800 rpm
Fuel tank capacity	12 gal
Alternative Engine	
Manufacturer/Model	Kubota D1703-DI (T4f)
Type	Water cooled
Rated power, SAE J1995	18.5 kW (25 hp) @ 2200 rpm
Alternative Engine	

Manufacturer/Model	Kubota D1803-CR (T4f)
Type	Water cooled
Rated power, SAE J1995	28 kW (37.5 hp) @ 2700 rpm
Hydraulic system	
Driving	Axial piston pump with variable displacement. Radial piston motors (2) with constant displacement.
Vibration	Gear pump/motors with constant displacement.
Steering	Gear pump with constant displacement.
Service brake	Hydrostatic in forward and reverse lever.
Parking/Emergency brake	Failsafe multidisc brake in both drums.

COMPACTION DATA



SCHEMATICS



[Add to compare](#)

[Download brochures](#)

[Download datasheets](#)

[Back to products \(/us-en/products/compaction/\)](#)

SHARE THIS PAGE

(<https://www.facebook.com/sharer/sharer.php?u=https://dynapac.com/us-en/products/compaction/dynapac-cc1100-vi?07202018944>)
 (<https://www.linkedin.com/shareArticle?mini=true&url=https://dynapac.com/us-en/products/compaction/dynapac-cc1100-vi?07202018944&title=Dynapac CC1100 VI&summary=.&source=>)
 (<https://twitter.com/intent/tweet?text=Dynapac CC1100 VI -&&hashtags=DYNAPAC&url=https://dynapac.com/us-en/products/compaction/dynapac-cc1100-vi>)

City Council Action Item

Council Meeting Date: August 23, 2018

Agenda Item #:

Department: Administration

Agenda Item: Consider the 2019 Recommended Budget
--

Background/Description of Item:

In May, staff presented the vehicle and equipment replacement schedule and discussed equipment needs. On June 7, 2018, Council received the Citizen Survey results and considered the Capital Improvement Program for 2019-2023.

Staff developed the recommended 2019 Budget for the General Fund and presented it at the Budget Work Session on June 26, 2018. Other fund budgets were reviewed on July 12, 2018, and the budgets for the Water and Sewer Utility funds were discussed at the July 26, 2018, Budget Work Session. The 2019 Recommended Budget includes a decrease in the mill rate of 0.674 mills, resulting in a mill rate of 29.959.

Staff published the budget hearing notice in the Gardner News on August 8, 2018.

The official public hearing for the 2019 Budget required by state law will be held on August 23, 2018.

Related Ordinance(s) or Statue(s): K.S.A. 79-2925 – K.S.A. 79-2937

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval:

X 

Karen Kindle, Finance Director

Recommendation: Approve the 2019 Recommended Budget.

Enclosed: 2019 Fund Budget Schedules
2019 Budget Public Hearing Notice
2019 Budget Certificate Page

Prepared by:

Karen Kindle * Finance Director

City of Edgerton
General Fund

Mill Rate:	33.622	33.654	30.633	29.959
Revenue from 1 Mill:	\$43,906	\$40,102	\$40,634	\$46,255

	2016 Actual	2017 Actual	2018 Estimate	2019 Recommended
Balance 1/1	\$ 1,346,053	\$ 1,748,720	\$ 1,582,616	\$ 1,738,092
Revenues:				
Ad Valorem Tax	1,472,934	1,509,058	1,245,664	1,385,761
LPKC PILOT	-	-	345,936	437,123
Delinquent Tax	6,574	-	-	-
Motor Vehicle Tax	44,538	47,301	48,197	48,993
Recreational Vehicle Tax	993	957	823	775
16/20M Vehicle Tax	75	156	100	420
Local Alcoholic Liquor Tax	2,407	7,555	2,600	2,725
Compensating Use Tax	233,741	196,340	180,000	180,000
Local Sales Tax	549,668	652,959	736,000	750,000
Franchise Tax	103,245	129,260	110,000	110,000
Licenses & Permits	740,345	635,441	756,000	756,300
Charges for Services	113,442	111,723	108,744	123,000
Fines & Forfeitures	14,786	25,452	25,000	25,000
Miscellaneous	7,761	500,913	197,527	-
Investment Income	1,857	15,819	15,000	15,000
Total Revenue	\$ 3,292,366	\$ 3,832,934	\$ 3,771,591	\$ 3,835,097
Transfers from Other funds:				
Transfer from General Fund				
Transfer from Capital Projects Fund	-	14,644	-	-
Total	\$ -	\$ 14,644	\$ -	\$ -
Total Sources	\$ 3,292,366	\$ 3,847,578	\$ 3,771,591	\$ 3,835,097
Expenditures:				
General Government	604,915	651,513	929,158	941,959
Law Enforcement	288,340	285,540	317,807	359,525
Public Works	413,855	468,595	513,207	610,340
Parks	152,290	192,767	259,816	282,236
Facilities	24,331	863,550	127,338	110,740
Community Development	236,007	295,050	377,229	374,680
Economic Development	353,843	356,474	344,099	475,200
Information Technology	31,884	31,193	60,000	47,848
Employee Benefits	218,818	218,024	296,224	419,274
Total Expenditures	\$ 2,324,283	\$ 3,362,706	\$ 3,224,878	\$ 3,621,802
Sources Over(Under) Expenditures	\$ 968,083	\$ 484,872	\$ 546,713	\$ 213,295
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-General	126,177	79,250	79,250	79,250
Transfer to Equipment Reserve Fund-Water	-	26,796	-	-
Transfer to Capital Projects Fund	439,239	544,930	311,987	274,180
Total	\$ 565,416	\$ 650,976	\$ 391,237	\$ 353,430
Total Uses	\$ 2,889,699	\$ 4,013,682	\$ 3,616,115	\$ 3,975,232
Sources Over(Under) Uses	\$ 402,667	\$ (166,104)	\$ 155,476	\$ (140,135)
Prior Period Adjustment	-	-	-	-
Balance 12/31	\$ 1,748,720	\$ 1,582,616	\$ 1,738,092	\$ 1,597,957

Reserve Per Policy - 17% of Budgeted Revenue:	\$ 615,194	\$ 651,966
Unencumbered Cash Over(Under) Requirement:	\$ 1,122,898	\$ 945,990
Reserve Per Policy - 25% of Budgeted Revenue:	\$ 904,697	\$ 958,774
Unencumbered Cash Over(Under) Requirement:	\$ 833,395	\$ 639,183

Funding Sources: Property tax, sales tax, franchise fees, user fees and charges

Expenditures: General operations of the City

City of Edgerton Water Fund

	2016 Actual	2017 Actual	2018 Estimate	2019 Recommended
Balance 1/1	\$ 220,874	\$ 288,664	\$ 317,763	\$ 295,602
Revenues:				
Charges for Services	449,049	455,138	448,000	479,500
Fines & Forfeitures	17,244	24,395	23,000	23,000
Reimbursements	-	401	-	-
Investment Income	364	2,155	2,000	2,000
Total Revenue	\$ 466,657	\$ 482,089	\$ 473,000	\$ 504,500
Transfers from Other funds:				
Transfer from Capital Projects Fund	-	41,667	-	-
Total	\$ -	\$ 41,667	\$ -	\$ -
Total Sources	\$ 466,657	\$ 523,756	\$ 473,000	\$ 504,500
Expenditures:				
Information Technology	11,810	26,613	25,336	30,062
Production	145,407	200,556	160,000	172,200
Distribution	49,054	44,089	45,223	47,790
Administrative - Water	95,870	119,812	145,508	155,383
Employee Benefits	14,335	20,333	21,747	35,941
Debt Service	82,391	83,254	97,347	97,345
Total Expenditures	\$ 398,867	\$ 494,657	\$ 495,161	\$ 538,721
Sources Over(Under) Expenditures	\$ 67,790	\$ 29,099	\$ (22,161)	\$ (34,221)
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Water	-	-	-	-
Transfer to Water Principal & Interest	-	-	-	-
Transfer to Capital Projects Fund	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -
Total Uses	\$ 398,867	\$ 494,657	\$ 495,161	\$ 538,721
Sources Over(Under) Uses	\$ 67,790	\$ 29,099	\$ (22,161)	\$ (34,221)
Prior Period Adjustment				
Balance 12/31	\$ 288,664	\$ 317,763	\$ 295,602	\$ 261,381

Funding Sources: Charges to users of the City's water system

Expenditures: Water system operation and maintenance

City of Edgerton, KS
Calculation of Reserve per Policy - Water Utility Fund
Budget Year 2019

Reserve Calculation per Edgerton Financial Policy

Reserve shall be calculated according to the following guidelines:

1/13th of the current year budgeted payroll (2 payrolls including fringe benefit costs)	\$	10,109
10% of current year budgeted water user charges	\$	46,250
Maintain minimum of \$50,000 for potential new expenditures to address community growth	\$	50,000
25% of current year budgeted development related revenue (i.e. service connections, inspection fees)	\$	4,250
Subtotal	\$	110,609

PLUS

5% - 10% of annual principal and interest amounts due on outstanding bonds and loans		
5%	\$	4,867
10%	\$	9,735

Bottom Line Reserve Range:

Reserve using 5% annual principal and interest amounts due on bonds and loans	\$	115,476
Reserve using 10% annual principal and interest amounts due on bonds and loans	\$	120,343

Estimated Ending Cash at 12/31/2019: \$ 261,381

Estimated Ending Cash at 12/31/2019 Over (Under) Requirement:

Using Reserve Requirement with 5% annual principal and interest amounts due on bonds and loans	\$	145,905
Using Reserve Requirement with 10% annual principal and interest amounts due on bonds and loans	\$	141,038

Reserve Calculation per Recommendation from Raftelis

90 days of operating expenses	\$	132,835
120 days of operating expenses	\$	177,114

Estimated Ending Cash at 12/31/2019 \$ 261,381

Estimated Ending Cash at 12/31/2019 over the 90 day requirement	\$	128,545
Estimated Ending Cash at 12/31/2019 over the 120 day requirement	\$	84,267

City of Edgerton Sewer Fund

	2016 Actual	2017 Actual	2018 Estimate	2019 Recommended
Balance 1/1	\$ 133,078	\$ 234,133	\$ 256,291	\$ 280,081
Revenues:				
Charges for Services	350,050	568,718	676,106	657,750
Reimbursements	-	18,598	-	-
Bond Proceeds	94,408	-	-	-
Investment Income	238	1,668	1,800	2,000
Total Revenue	\$ 444,696	\$ 588,984	\$ 677,906	\$ 659,750
Transfers from Other funds:				
Transfer from Sewer Reserve Fund	-	-	-	-
Transfer from Grants Fund	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -
Total Sources	\$ 444,696	\$ 588,984	\$ 677,906	\$ 659,750
Expenditures:				
Information Technology	8,653	15,429	23,118	25,295
Treatment Plant	149,800	168,771	149,094	169,100
Sewer Line Maintenance	4,212	484	3,880	7,000
Lift Stations/Vaults	4,874	9,232	19,764	23,300
Administrative - Sewer	144,518	256,344	200,428	257,736
Employee Benefits	21,502	22,301	33,394	44,286
Debt Service	10,082	94,265	94,438	94,438
Total Expenditures	\$ 343,641	\$ 566,826	\$ 524,116	\$ 621,155
Sources Over(Under) Expenditures	\$ 101,055	\$ 22,158	\$ 153,790	\$ 38,595
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Sewer	-	-	30,000	30,000
Transfer to Capital Projects Fund	-	-	100,000	-
Total	\$ -	\$ -	\$ 130,000	\$ 30,000
Total Uses	\$ 343,641	\$ 566,826	\$ 654,116	\$ 651,155
Sources Over(Under) Uses	\$ 101,055	\$ 22,158	\$ 23,790	\$ 8,595
Prior Period Adjustment				
Balance 12/31	\$ 234,133	\$ 256,291	\$ 280,081	\$ 288,676

Funding Sources: Charges to users of the City's sewer system

Expenditures: Sewer system operation and maintenance

City of Edgerton, KS
Calculation of Reserve per Policy - Sewer Utility Fund
Budget Year 2019

Reserve Calculation per Edgerton Financial Policy

Reserve shall be calculated according to the following guidelines:

1/13th of the current year budgeted payroll (2 payrolls including fringe benefit costs)	\$	12,366
10% of current year budgeted sewer user charges	\$	62,625
Maintain minimum of \$50,000 for potential new expenditures to address community growth	\$	50,000
25% of current year budgeted development related revenue (i.e. service connections, inspection fees)	\$	7,875
Subtotal	\$	132,866

PLUS:

5%-10% of annual principal and interest amounts due on outstanding bonds and loans*		
5%	\$	4,722
10%	\$	9,444

Bottom Line Reserve Range:

Reserve using 5% annual principal and interest amounts due on bonds and loans*	\$	137,588
Reserve using 10% annual principal and interest amounts due on bonds and loans*	\$	142,310

Estimated Ending Cash at 12/31/2019: \$ 288,676

Estimated Ending Cash at 12/31/2019 Over (Under) Requirement:

Using Reserve Requirement with 5% annual principal and interest amounts due on bonds and loans	\$	151,089
Using Reserve Requirement with 10% annual principal and interest amounts due on bonds and loans	\$	146,367

* used 2019 non-BBCWWTP debt service payment amounts because BBCWWTP debt service payments are paid from the Public Infrastructure Fund.

Reserve Calculation per Recommendation from Raftelis

90 days of operating expenses	\$	153,162
120 days of operating expenses	\$	204,215

Estimated Ending Cash at 12/31/2019 \$ 288,676

Estimated Ending Cash at 12/31/2019 over the 90 day requirement	\$	135,515
Estimated Ending Cash at 12/31/2019 over the 120 day requirement	\$	84,461

City of Edgerton Special Highway Fund

	2016 Actual	2017 Actual	2018 Estimate	2019 Recommended
Balance 1/1	\$ 150,952	\$ 959	\$ 3,018	\$ 3,859
Revenues:				
Gasoline Tax	45,638	46,559	47,430	47,610
Total Revenue	\$ 45,638	\$ 46,559	\$ 47,430	\$ 47,610
Transfers from Other funds:				
Total	\$ -	\$ -	\$ -	\$ -
Total Sources	\$ 45,638	\$ 46,559	\$ 47,430	\$ 47,610
Expenditures:				
Public Works	125,864	-	-	-
Total Expenditures	\$ 125,864	\$ -	\$ -	\$ -
Transfers to Other Funds:				
Transfer to Capital Projects Fund	69,767	44,500	46,589	51,469
Total	\$ 69,767	\$ 44,500	\$ 46,589	\$ 51,469
Total Uses	\$ 195,631	\$ 44,500	\$ 46,589	\$ 51,469
Sources Over(Under) Uses	\$ (149,993)	\$ 2,059	\$ 841	\$ (3,859)
Prior Period Adjustment	-	-	-	-
Balance 12/31	\$ 959	\$ 3,018	\$ 3,859	\$ -
Expenditure Detail:				
Annual Street Maintenance Project	\$ 25,841	\$ 44,500	\$ 46,589	\$ 51,469
CARS Project w/Johnson County (Edgewood/207th)	\$ 43,927			
2016 Prepwork				
2016 Street Maintenance Project	\$ 80,135			
CARS Project w/Johnson County (Sunflower Road)	\$ 45,728			
	\$ 195,631	\$ 44,500	\$ 46,589	\$ 51,469

Funding Sources: State gasoline tax (per gallon)

Expenditures: Maintenance of City streets

City of Edgerton Special Parks & Recreation Fund

	2016 Actual	2017 Actual	2018 Estimate	2019 Recommended
Balance 1/1	\$ 11,970	\$ 14,377	\$ 21,932	\$ 24,532
Revenues:				
Local Alcoholic Liquor Tax	2,407	7,555	2,600	2,725
Total Revenue	\$ 2,407	\$ 7,555	\$ 2,600	\$ 2,725
Transfers from Other funds:				
Total	\$ -	\$ -	\$ -	\$ -
Total Sources	\$ 2,407	\$ 7,555	\$ 2,600	\$ 2,725
Expenditures:				
Parks	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Transfers to Other Funds:				
Transfer to Capital Projects Fund	-	-	-	27,257
Total	\$ -	\$ -	\$ -	\$ 27,257
Total Uses	\$ -	\$ -	\$ -	\$ 27,257
Sources Over(Under) Uses	\$ 2,407	\$ 7,555	\$ 2,600	\$ (24,532)
Prior Period Adjustment				
Balance 12/31	\$ 14,377	\$ 21,932	\$ 24,532	\$ -

Expenditure Detail:

Transfer to CIP	\$ 27,257
	<u>\$ 27,257</u>

Funding Sources: Special alcohol tax per K.S.A. 79-41a04 (1/2 of total alcohol tax received by the City)

Expenditures: Park & Recreation programs and improvements

City of Edgerton Bond & Interest Fund

	2016 Actual	2017 Actual	2018 Estimate	2019 Recommended
Balance 1/1	\$ 270,314	\$ 259,012	\$ 171,449	\$ 188,269
Revenues:				
Special Assessments	88,751	12,490	271,873	245,634
Investment Income	-	-	-	-
Total Revenue	\$ 88,751	\$ 12,490	\$ 271,873	\$ 245,634
Transfers from Other funds:				
Total	\$ -	\$ -	\$ -	\$ -
Total Sources	\$ 88,751	\$ 12,490	\$ 271,873	\$ 245,634
Expenditures:				
Debt Service	100,053	100,053	255,053	257,805
Total Expenditures	\$ 100,053	\$ 100,053	\$ 255,053	\$ 257,805
Transfers to Other Funds:				
Total	\$ -	\$ -	\$ -	\$ -
Total Uses	\$ 100,053	\$ 100,053	\$ 255,053	\$ 257,805
Sources Over(Under) Uses	\$ (11,302)	\$ (87,563)	\$ 16,820	\$ (12,171)
Prior Period Adjustment				
Balance 12/31	\$ 259,012	\$ 171,449	\$ 188,269	\$ 176,098

Funding Sources: Special assessments

Expenditures: Debt service payments on the City's 2012 outstanding GO bonds

Notes: The City's 2012 outstanding GO bonds will be paid off in 2034.

NOTICE OF BUDGET HEARING

2019

The governing body of

Edgerton

will meet on August 23, 2018 at 7:00 PM at City Hall, 404 E. Nelson, Edgerton, KS 66021 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at City Hall, 404 E. Nelson, Edgerton, KS 66021 and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2019 Expenditures and Amount of 2018 Ad Valorem Tax establish the maximum limits of the 2019 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2017		Current Year Estimate for 2018		Proposed Budget Year for 2019		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2018 Ad Valorem Tax	Estimate Tax Rate *
General	4,013,682	33.654	3,616,115	30.633	5,573,189	1,385,761	29.959
Debt Service	100,053		255,053		433,903		
Library							
Special Highway	44,500		46,589		51,469		
Special Parks & Recreation					27,257		
Water Utility	494,657		495,161		800,102		
Sewer Utility	566,826		654,116		939,831		
Non-Budgeted Funds-A	7,501,332						
Non-Budgeted Funds-B	343,891						
Non-Budgeted Funds-C	4,270						
Non-Budgeted Funds-D	2,968						
Totals	13,072,179	33.654	5,067,034	30.633	7,825,751	1,385,761	29.959
Less: Transfers	1,040,351		845,725		783,899		
Net Expenditure	12,031,828		4,221,309		7,041,852		
Total Tax Levied	1,349,864		1,245,664		xxxxxxxxxxxxxxxx		
Assessed							
Valuation	40,101,976		40,663,908		46,255,250		
Outstanding Indebtedness,							
January 1,	2016		2017		2018		
G.O. Bonds	3,600,000		3,590,000		7,000,000		
Revenue Bonds	0		10,153,510		10,153,510		
Other	11,093,370		11,505,517		10,560,429		
Lease Purchase Principal	0		205,366		131,782		
Total	14,693,370		25,454,393		27,845,721		

*Tax rates are expressed in mills

Beth Linn
City Official Title: City Administrator

To the Clerk of Johnson, State of Kansas
We, the undersigned, officers of

EdgertonPage No. 1