

AGREEMENT
Meridian Pedestrian Bridge Funding and Construction

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between Sedgwick County, Kansas, hereinafter referred to as "County", the City of Haysville, Kansas, hereinafter referred to as "Haysville".

WITNESSETH:

WHEREAS, County and Haysville are authorized to enter into an agreement pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, the parties desire to make certain bicycle and pedestrian improvements along Meridian; and

WHEREAS, County and Haysville desire to utilize federal funds to construct said improvements that lie within the corporate limits of Haysville and unincorporated areas of County; and

WHEREAS, Haysville desires that County serve as the local project sponsor for the project to construct said improvements;

NOW, THEREFORE, for and in consideration of the parties' mutual promises and covenants, it is agreed as follows:

1. The purpose of this Agreement is to provide for the construction, financing and maintenance of a multi-purpose pathway and pedestrian bridge along Meridian beginning approximately 800 feet north of the centerline on Hanna Lane in Haysville and extending to a point approximately 250 feet north of the north leg of 63rd St. South in County. Portions of the project are inside of the corporate limits of Haysville.
2. County will prepare plans for the project, acquire right of way, coordinate utility relocations and obtain required approvals from the Kansas Department of Transportation (KDOT). County shall serve as the local project sponsor in all matters relating to federal funding for the project. County shall have final authority and shall be responsible for all legal and engineering matters concerning the completion of the Improvements.
3. Costs of the project shall be paid as follows based on actual costs: The project has been approved by the Wichita Area Metropolitan Planning Organization (WAMPO) for federal funding at a rate of 80% of eligible project costs which include the cost of construction and construction engineering. County will pay 80% of the remaining 20% of eligible project costs as well as any project costs that are deemed ineligible or non-participating by KDOT. Haysville will pay 20% of the remaining 20% of eligible project costs as well as any project costs that are deemed ineligible or non-participating by KDOT.
4. Upon receipt of a notice of award and estimate of local share from KDOT, but no earlier

than January 1, 2019, County will bill Haysville for its share of the local match. Haysville will remit payment within 30 days of receipt of a bill from County.

5. After County receives notice from KDOT that the project is closed out, County will either bill Haysville for additional funds owed or refund excess funds paid to County. The estimated funding breakdown is shown in Exhibit A. The funding breakdown is subject to change based on differences between estimated and actual project costs and adjustments for items determined by KDOT to be ineligible or non-participating.
6. Upon completion of construction, Haysville agrees to maintain any portions of the multi-use pathway that lie within its corporate limits. Haysville agrees to assume responsibility for any portion of the pathway that it annexes in the future. County will maintain any portions of the pathway that lie in the unincorporated area.
7. County shall notify Haysville when construction of any portion of the project in its corporate limits has been completed at which time they shall accept the improvements and shall thereafter assume all liability for maintenance and repair. The agreement for maintenance and repair of the improvements shall survive the termination of this Agreement.
8. The duration of this Agreement is until the project has been closed out by KDOT and final payments or refunds have been made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

THE CITY OF HAYSVILLE, KANSAS

DAVID T. DENNIS,
Chairman, Third District

BRUCE ARMSTONG
Mayor

ATTEST:

ATTEST:

KELLY B. ARNOLD,
County Clerk

JANIE COX
City Clerk

Approved as to Form:

Approved as to Form:



MICHAEL L. FESSINGER,
Assistant County Counselor

City Attorney

EXHIBIT A

PROJECT FUNDING BREAKDOWN

Note: Funding reflects projects as approved in the WAMPO TIP Amendment _ Adopted _____

	<u>Total</u>	<u>Federal</u>	<u>Local</u>	<u>County</u>	<u>Haysville</u>
Preliminary Engineering	\$200,000.00	\$0.00	\$200,000.00	\$200,000.00	\$0.00
Right of Way	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility Relocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$3,300,000.00	\$2,640,000.00	\$660,000.00	\$528,000.00	\$132,000.00
	<u>\$330,000.00</u>	<u>\$264,000.00</u>	<u>\$66,000.00</u>	<u>\$52,800.00</u>	<u>\$13,200.00</u>
Construction Engineering	\$3,830,000.00	\$2,904,000.00	\$926,000.00	\$780,800.00	\$145,200.00