VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Robert L. Vernon, *Mayor*
Enrique Garcia, *Vice Mayor*
Michael W. Davey
Robert Gusman
Michael E. Kelly
Jorge E. Mendia
Thomas Thornton

Village Manager
Genaro "Chip" Iglesias

DATE: August 31, 2010

TO: Honorable Mayor and Members of the Village Council

FROM: Genaro "Chip" Iglesias, Village Manager

RE: Award of Stormwater Rate Study to Burton and Associates, Inc.

RECOMMENDATION

It is recommended that the Village Council award and authorize the attached agreement for the preparation of a Stormwater Rate Study to Burton and Associates, Inc.

BACKGROUND

The Stormwater utility rate was established by Council on October 12, 1993 with the adoption of Resolution 93-46. The billing rate established is $5.00 per each Equivalent Residential Unit (E.R.U.) per month.

A Request for Proposal was advertised on June 24, 2010 for a consultant to prepare a comprehensive stormwater utility rate study that would review and develop user rates to ensure adequate revenues that can be generated to cover operation, maintenance, replacement costs, capital improvements current debt service, and proposed debt service. Four proposals were received on July 26, 2010. After careful review of the proposals, Burton and Associates was selected to perform the rate study. The proposed rate study will include review of; the existing stormwater charges, long term stormwater debt service, stormwater capital improvements, and make projections of revenue and expenditures for the next five years.

The proposed rate study will not exceed $24,410.00. Funding will come from the Stormwater Fund.

RESOLUTION NO. 2010 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING AND APPROVING AN AGREEMENT WITH BURTON AND ASSOCIATES, INC. FOR THE PREPARATION OF A STORMWATER RATE STUDY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne, Florida (the "Village") recently sought proposals for the preparation of a stormwater rate study through a competitive bidding process; and

WHEREAS, after careful review of the competitive bids submitted, the Village wishes to engage Burton and Associates, Inc. ("Burton") for the preparation of a stormwater rate study; and

WHEREAS, the Village and Burton wish to enter into an agreement in substantially the form attached hereto as Exhibit "A" to this Resolution; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Authorization and Approval.** The Village Council hereby authorizes and approves an agreement with Burton in substantially the form attached hereto as Exhibit "A," and authorizes the Village Manager to execute the agreement on behalf of the Village once approved as to form and legal sufficiency by the Village Attorney.

Section 3. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of September, 2010.

_____
ROBERT L. VERNON, MAYOR

ATTEST:

_____
CONCHITA H. ALVAREZ, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Village Attorney

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE VILLAGE OF KEY BISCAYNE
AND
BURTON & ASSOCIATES, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the ____ day of _____, 2010 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation (hereinafter the "Village"), and **BURTON & ASSOCIATES, INC.,** a Florida corporation (hereinafter the "Consultant").

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for stormwater rate study (the "Project"); and

WHEREAS, the Village desires to engage the Consultant to perform the services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. **Scope of Services.**

   1.1. The Consultant shall furnish such professional services and provide deliverables (the "Services") as described in the Project Work Plan and Cost Estimate Schedule attached hereto and made a part hereof as Exhibit "A" (the "Plan") and the proposal attached hereto and made a part hereof as Exhibit "B" (the "Proposal").

2. **Term/Commencement Date.**

   2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect until Consultant completes the Services described herein, which Services are scheduled to be completed 75 days from the Effective Date, unless earlier terminated in accordance with Paragraph 8.

   2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the timeframes set forth in the Plan and the Proposal, unless extended by the Village Manager.

3. **Compensation and Payment.**

   3.1 Compensation for Services provided by Consultant shall be in accordance with the fee schedule provided in Exhibit "B."

3.2 Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.

4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in Village Manager's sole discretion.

5. **Village's Responsibilities**

5.1 Village shall make available any maps, plans, existing studies, reports and other data pertinent to the Services and in possession of the Village.

5.2 Upon Consultant's request, Village shall reasonably cooperate in arranging for access to any real property as required for Consultant to perform the Services.

6. **Consultant's Responsibilities**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for the Project as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of the Project, it is determined that the Consultant's deliverables or services are incorrect, not properly rendered, defective, or fail to conform to the Services for the Project, upon written notification from the Village Manager, the Consultant shall at Consultant's sole expense, immediately correct the work.

6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any adversarial issues in the Village. For the purposes of this section "adversarial" shall mean any development application where staff is recommending denial or denied an application, or an administrative appeal or court action wherein the Village is a party.

8. **Termination.**

8.1 The Village Manager, without cause, may terminate this Agreement upon thirty (30) days written notice to the Consultant. The Village Manager, with cause, may terminate this Agreement upon Consultant's failure to cure such cause within thirty (30) days after written notice was received.

8.2 Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the Project unless directed otherwise by the Village Manager.

8.3 In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the Project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 Consultant shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Village against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include a minimum of the amounts set forth in this Section 9.

9.2 **Worker's Compensation and Employer's Liability Insurance.** Coverage to apply for all employees for statutory limits as required by

applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $500,000.00 each accident.

9.3 **Comprehensive Automobile and Vehicle Liability Insurance.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Village against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

9.4 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Village against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or subcontractors. The limit of liability shall not be less than $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

9.5 **Certificate of Insurance.** Consultant shall provide the Village Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village Manager.

9.6 **Additional Insured.** The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from operations performed by or on behalf of Consultant in performance of this Agreement. Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

9.7 **Deductibles.** All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant

shall reimburse the Village for all its expenses including reasonable attorneys fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Genaro " Chip" Inglesias
Village Manager
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

With a copy to: Stephen J. Helfman, Esq.
Village Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd.
Coral Gables, Florida 33134

For The Consultant: Burton & Associates, Inc.
200 Business Park Circle, Suite 101
St. Augustine, FL 32095
Tel: (904) 247-0787
Fax: (904) 241-7708

14. **Governing Law**.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or

relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

16. **Ownership and Access to Records and Audits.**

16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing the Services to the Village under this Agreement shall be the property of the Village.

16.3 The Village Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.4 The Village may cancel and terminate this Agreement immediately for refusal by the Consultant to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability**.

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all permits from all jurisdictional agencies to perform the Services under this Agreement.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the

Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit**

24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

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

VILLAGE:

VILLAGE OF KEY BISCAYNE

By:_____
Genaro "Chip " Inglesias, Village Manager

Attest:_____
Conchita Alvarez, Village Clerk

Approved as to Form and Legal Sufficiency:

_____
Village Attorney

CONSULTANT:

BURTON & ASSOCIATES, INC.

By:_____
Name: _____
Title: _____

EXHIBIT "A"

Village of Key Biscayne

Stormwater Rate Study

Project Work Plan & Cost Estimate Schedule

BURTON & ASSOCIATES

	PROJECT TASKS	ESTIMATED MAN-HOURS			
		Project Principal	Project Director	Project Consultant	Total
	Hourly rate->	$205	$185	$115	
Task 1	**Conduct Project Kick Off Meeting**				
1.1	Attend project kick off meeting to validate objectives, schedules, responsibilities, current stormwater rate structure issues and data requirements.	1	1	1	3
Task 2	**Develop Multi-Year Stormwater Fund Financial Plan**				
2.1	Gather & review historical, year-to-date and FY 2011 budgeted operations and maintenance, renewal and replacement and capital costs, current property data and current cost allocations and apportionment methodology.	0	1	2	3
2.2	Meet with Village staff to review data.	0	1	1	2
2.3	Input data into FAMS© model, adjust model as required and produce preliminary financial plan to include the following:	0	4	12	16
	o Capital Improvements Program				
	- Project listing by year				
	- Optimum funding source by project by year				
	o Borrowing Program				
	- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.				
	- Timing of bond issue(s)/loan(s) to provide required borrowed funds				
	- Annual debt service of bond issue(s)/loan(s)				
	o Revenue Sufficiency Analysis				
	- Annual revenue projections				
	- Annual operations and maintenance expense projections				
	- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.				
	- Annual plan of rate adjustments to provide sufficient revenues				
	o Sources and Uses of Funds Analysis				
	o Funds Analysis				
	- Spend down limits (minimum reserve requirements) by fund				
	- Beginning and ending funds balances by fund by year				

EXHIBIT "A"

Village of Key Biscayne

Stormwater Rate Study

Project Work Plan & Cost Estimate Schedule

BURTON & ASSOCIATES

	PROJECT TASKS	ESTIMATED MAN-HOURS			
		Project Principal	Project Director	Project Consultant	Total
	Hourly rate->	$205	$185	$115	
2.4	Conduct internal review of model with consulting team.	1	1	1	3
2.5	Conduct interactive work session with Village staff to review preliminary model results of the multi-year financial plan.	3	3	3	9
2.6	Make adjustments based upon input from interactive work session.	0	1	2	3
Task 3	**Develop Stormwater Rate Model and Stormwater Fee Property Roll**				
3.1	Review current stormwater rate methodology and property roll.	0	1	1	2
3.2	Obtain property data from the Monroe County Property Appraiser and review impervious surface data.	0	1	2	3
3.3	Define stormwater benefit criteria re impervious surface and develop appropriate cost allocation methodology.	1	1	1	3
3.4	Allocate costs re stormwater benefit criteria and allocation methodology developed in prior task.	1	2	4	7
3.5	Review cost allocation worksheet with Village staff.	1	1	1	3
3.6	Develop stormwater rate model, including a complete integration with the stormwater fee property roll database.	0	4	16	20
3.7	Calculate specific service charges/fees using an Excel template that allows identification and costing of labor, materials, equipment and other costs associated with the service.	0	1	3	4
3.8	Conduct internal review of the stormwater rate model and the preliminary property roll with consulting team.	2	2	2	6
3.9	Prepare a comparative survey of stormwater rates in peer communities.	0	1	2	3
3.10	Conduct interactive work session with Village staff to review preliminary stormwater rate model results to include preliminary stormwater rates, the preliminary stormwater fee property roll and an analysis of the impact of the preliminary stormwater rates upon sample property classes compared to the current stormwater rates.	3	3	3	9
3.11	Define alternative scenarios for analysis	0	1	1	2
3.12	Develop scenarios in the stormwater rate model and property roll databases, including property impact analysis.	0	1	2	3
3.13	Conduct internal review of stormwater rate model and preliminary stormwater fee property roll with consulting team.	1	1	1	3

Village of Key Biscayne

Stormwater Rate Study

Project Work Plan & Cost Estimate Schedule

Burton & Associates

	PROJECT TASKS	ESTIMATED MAN-HOURS			
		Project Principal	Project Director	Project Consultant	Total
	Hourly rate->	$205	$185	$115	
3.14	Conduct interactive work session with Village staff and Management to review adjusted preliminary stormwater rate model results to include adjusted preliminary stormwater rates, the adjusted preliminary stormwater fee property roll and an analysis of the impact of the preliminary stormwater rates upon sample property classes compared to the current stormwater rates.	3	3	3	9
3.15	Make adjustments based upon input from interactive work session.	0	1	2	3
Task 4	**Review Results with Village Council**				
4.1	Prepare presentation for Village Council meeting/workshop, review with Village staff and adjust.	0	1	2	3
4.2	Meet with Village Council to review the preliminary results.	2	2	2	6
4.3	Make adjustments based upon input from Village Council, review with Village staff and finalize.	0	2	4	6
4.4	Present adjusted results to Village Council in meeting/workshop.	2	2	2	6
4.5	Make adjustments based upon input from Council meeting/workshop.	0	1	2	3
Task 5	**Prepare and Present Report**				
5.1	Prepare Draft Report.	1	4	8	13
5.2	Review Draft Report with Village staff.	1	1	1	3
5.3	Prepare Final Report.	1	1	2	4
5.4	Present Final Report to Council for approval.	2	2	0	4
Task 6	**Review Code of Ordinances**				
6.1	Review the Village's Code of Ordinances, Chapter 29, "Stormwater Utility System".	0	0	2	2
6.2	Provide recommendations for amendments as appropriate.	0	0.5	1	1.5
6.3	Make recommendations for revisions to the existing rates.	0	0.5	1	1.5
TOTAL ESTIMATED MAN-HOURS		26	53	93	172
TOTAL ESTIMATED CONSULTING FEE		$5,330	$9,805	$10,695	$25,830
ESTIMATED EXPENSES	5%				$1,292
TOTAL ESTIMATED COST					**$27,122**
NEW CLIENT DISCOUNT	10%				($2,712)
TOTAL DISCOUNTED COST					**$24,410**

EXHIBIT "B"

6. Compensation

This section presents the compensation for the fee/rate structure for the next five years, which includes any amendments to the Village Code of Ordinances.

We have developed a Project Work Plan and Cost Estimate Schedule (Schedule), presented on the following pages, which presents the tasks, subtasks and estimated hours by consultant position. The Schedule also presents hourly rates for each consultant position and determines the estimated cost for the project based upon the estimated hours and hourly rates by consultant.

The Schedule shows that successful completion of the project will require approximately 172 man-hours for an estimated fee of $25,830, plus estimated out-of-pocket expenses of $1,292 for a total estimated project cost of $27,122. However, in recognition of the importance of the Village as a new client and of the economic stress that local government is under today, we are offering a new client discount of 10% or $2,712, which reduces the total project to $24,410. We are prepared to complete the study as proposed herein within 75 days for a **lump sum cost of $24,410.**

We are offering discounted pricing in recognition of the importance of the Village as a new client and of the economic stress that local government is under today