

City of Eudora Modified Public Meeting Procedure

The City of Eudora will hold its regular City Commission meeting on Monday, June 8, 2020 beginning at 7:00 P.M. Due to the concerns of spread of COVID-19, the City Commission meeting will be held remotely. To meet the spirit and intent of the Kansas Open Meetings Act (KOMA), anyone can listen to the meeting live via a conference call. This access can be gained as follows:

Dial-in number (US): (701) 802-5407

Access code: 7548666#

If anyone wishes to make a public comment, they may do so by sending or e-mailing their comment to City Clerk Pam Schmeck by 5:00 P.M. on Monday, June 8, 2020. Public comments can also be mailed to the City Clerk at P.O. Box 650, Eudora, Kansas 66025 (please keep in mind delivery time; if they do not arrive by 5:00 P.M. Monday, June 8, 2020 they will not be read), submitted via the utility bill drop box on the east side of City Hall, or e-mailed to pschmeck@cityofeudoraks.gov . The public comments will be read by the City Clerk during the public comment portion of the meeting. All public comments must include the name and address of the person submitting the comment. Please remember that public comment is limited to 5 minutes per person.

Members of the City Commission, presenters, or staff will identify themselves when speaking so that everyone will know who is speaking at the time.

**EUDORA CITY COMMISSION
MEETING AGENDA
June 8, 2020
Eudora City Office
4 East 7th Street Eudora, Kansas
7:00 P.M.**

Mayor: Tim Reazin

Vice Mayor: Ruth Hughs

City Commissioners: Jolene Born, Roberta Lehmann & Tim Bruce

- I. CALL TO ORDER Roll Call Pledge of Allegiance**
- II. CHANGES OR ADDITIONS TO AGENDA – Approve agenda**
- III. CONSENT ITEMS:**
 - A. Consider minutes of May 27, 2020 Eudora City Commission meeting**
 - B. Consider warrants against the City of Eudora**
 - C. Consider May Police Department report**
 - D. Consider May Fire Department report**

PUBLIC COMMENTS: Please state name and address prior to addressing the Governing Body. Public comments are limited to 5 minutes per speaker.

- IV. BUSINESS ITEMS:**
 - A. Consider reappointment of Fire Chief Ken Keiter to the Douglas County Emergency Management Board**
 - B. Consider approving Agreement for Professional Services related to Church Street Improvements**
- V. Mayor & City Commission comments**
- VI. City Manager & staff comments**
- VII. WORK SESSION:**
 - A. None**
- VIII. EXECUTIVE SESSION:**
 - A. Personnel matter of non-elected personnel**
 - B. Consultation with an attorney deemed privileged in the attorney-client relationship**
- IX. Adjournment**

As a courtesy, please silence all cell phones while the City Commission meeting is in session.

Eudora City Commission Meeting
City Hall – 4 E. 7th Street
Eudora, Kansas
May 27, 2020
7:00 pm

Call to Order

Mayor Tim Reazin arrived at 7:10 pm
Vice Mayor Ruth Hughs participated remotely
Commissioner Jolene Born participated remotely
Commissioner Roberta Lehmann participated remotely
Commissioner Tim Bruce absent

Quorum noted.

Pledge of Allegiance was recited.

Changes or additions to agenda

Vice Mayor Hughs requested the Executive Session be removed from the agenda.

Commissioner Born moved the City Commission approve the agenda minus the Executive Session, motion seconded by Commissioner Lehmann, all ayes, motion carried, 3-0.

Consent agenda items

- A. Consider minutes of May 11, 2020 Eudora City Commission meeting
- B. Consider minutes of May 21, 2020 Eudora City Commission special meeting
- C. Consider warrants against the City of Eudora
- D. Consider April Police Department report
- E. Consider 1st Quarter Treasurer's report
- F. Consider 1st Quarter Eudora Chamber of Commerce report

Commissioner Born moved the City Commission approve the consent items, motion seconded by Commissioner Lehmann, all ayes, motion carried, 3-0.

Public comments

Public comments were invited and none were submitted.

Business Items

- A. Consider annual Convention & Visitors Bureau update

Convention & Visitors Bureau Co-Presidents Elizabeth Knispel and Jenny Hellwig presented the annual report to the City Commission. Vice Mayor Hughs thanked Ms. Knispel and Ms. Hellwig and the CVB for all they do to promote our city.

- B. Consider Ordinance 1109 authorizing the issuance of Industrial Revenue Bonds for Eudora Assisted Living

City Manager Matite informed the Commission the approval of Ordinance 1109 is the final step in moving forward with the bond documents for Eudora Assisted Living. Matite introduced the city's bond counsel Gina Riekhof, of Gilmore and Bell, who was participating remotely. The city is offering a 50% tax abatement for a ten-year period, 2021 – 2030. USD 491 will receive their full tax levy. Riekhof also pointed out the performance agreement included in the packet. Riekhof stated the city would not have any liability to repay the bonds. The repayment of the bonds would be the responsibility of the owner.

Mayor Reazin moved the City Commission approve Ordinance 1109, an Ordinance authorizing the City of Eudora, Kansas, to issue Taxable Industrial Revenue Bonds (Eudora Assisted Living, LLC project), Series 2020, in a principal amount not to exceed \$11,000,000, for the purpose of providing funds to pay the cost of acquiring, constructing and equipping a commercial project, including land, buildings, structures, improvements, fixtures, machinery and equipment; authorizing the issuer to enter into certain documents and actions in connection with the issuance of said bonds, motion seconded by Commissioner Lehmann, all ayes, motion carried, 4-0.

C. Consider request for proposals for Administration Services for CDBG-CV grant program
Matite explained the CDBG-CV program is a new way for cities to apply for funds through the state. The maximum non-entitlement cities can apply for is \$300,000. These funds will be available for businesses in Eudora which have impacted by COVID-19. A requirement of the application process is the businesses have a grant administrator. The city issued an RFP and received two applicants. The funds to pay for the grant administrator will come from the CDBG-CV grant funds.

Mayor Reazin moved the City Commission select Western Consultant, doing business as, Governmental Assistance Services, to be the City's grant administrator for the CDBG-CV Economic Development grant program and authorized the City Manager to execute the contract for grant administration services in the amount not to exceed \$15,000 to be paid using part of the CDBG-CV funds, motion seconded by Commissioner Lehmann, all ayes, motion carried, 4-0.

D. Consider 2020 Pavement Management Program bids
Public Works Director Boyd explained the 2020 pavement management went out to bid on May 6th with a bid date of May 19th. The city received three bids. The bid tab is included in the packet. G-B Construction, LLC was the low bid at \$640,595.20. Staff recommends approval of all the projects as outlined in the agenda statement. If all projects are approved, the special highway fund should still have a balance of around \$149,000. Boyd mentioned there are some unknowns regarding the 8th and 9th Street projects which might cause a fluctuation in the fund balance.

Mayor Reazin asked if there is still a fund balance, would it be to the city's benefit to bid a project that was set for 2021. Boyd answered there's a chance to capitalize on the low prices. He will check into it.

Mayor Reazin moved the City Commission award G-B Construction, LLC the 2020 Pavement Management Program, which includes: Church Street, 8th & 9th Street intersection improvements, Section 5 chip seal – curb & gutter replacement, pavement markings Section E Mill & Overlay and Intech Business Park Joint repair in an amount not to exceed \$640,595.20, motion seconded by Commissioner Hughs, all ayes, motion carried, 4-0.

Mayor Reazin moved the projects be funded as proposed by staff, motion seconded by Commissioner Lehmann, all ayes, motion carried, 4-0.

E. Consider continuation or termination of the suspension of the assessment of utility penalties/fees for non-payment
City Clerk Schmeck commented at the March 23rd Commission meeting, staff was directed to suspend the assessment of late utility payment fees and penalties for non-payment. The Governor's Executive Order expires on May 31st which allows the city to start disconnecting for non-payment. Staff proposes the suspension to assess penalties nor disconnects stay in effect through June with normal billing procedures starting in July. This will give customers time to contact us to arrange for a payment agreement, if needed. Staff will begin assessing late penalty fees on July 13, 2020 and perform disconnects on July 21, 2020 for those customers that do not have a payment agreement.

Commissioner Lehmann moved the City Commission discontinue the suspension of the assessment of utility billing delinquent fees and penalties for non-payment effective July 1st and return to normal billing procedures, motion seconded by Commissioner Hughs, all ayes, motion carried, 4-0.

Mayor and City Commission Comments

Mayor Reazin apologized for being late to the meeting and thanked Vice Mayor Hughs for starting the meeting. Reazin commented the tennis courts and the cleanup around the dumpster look great.

Commissioner Bruce did not attend.

Commissioner Hughs – No comment.

Commissioner Born – No comment.

Commissioner Lehmann thanked Parks & Recreation staff for enhancing the tennis courts. They look great.

City Manager and Staff Comments

City Manager Barack Matite congratulated Pennington on receiving the grant for the Lucy Kaegi Park trail. Matite thanked the Parks & Recreation staff for all their hard work around the rec center. Mattie sent the budget calendar to the Commissioners and will check at the June 8th meeting for dates that will work for the budget work session. Sales taxes look good so far.

Director of Public Works Branden Boyd attended the meeting remotely and commented the Nottingham milling project is completed. The punch list of last year's street project has started. A piece of soft subgrade on Peach Street north of 11th Street was found. The rehabbing has started but the area may be under construction while the best course of action is determined. The Winchester waterline project is progressing.

Police Chief Wes Lovett joined the meeting remotely and had no comment.

Fire Chief Ken Keiter joined the meeting remotely and had no comment.

Parks & Recreation Director Sally Pennington joined the meeting remotely and thanked Boyd and public works staff for assisting in getting the pool ready to open. The pool didn't lose any water the night before. The plan is to open the pool on June 15th. Rules will be different this year. The pool will be able to handle ninety people excluding staff. Pool Manager Angie Brown explained pumps should be up and running tomorrow. The pool is ready to go. Extra staff was hired to clean the aquatic center.

City Clerk Pam Schmeck commented a Eudora citizen and her husband who have not been impacted financially by COVID-19 has anonymously donated money to Eudora citizens who have been impacted. Staff chose random families to receive her gift.

Mayor Reazin moved to adjourn, motion seconded by Commissioner Lehmann, all ayes, motion carried, 4-0.

Meeting adjourned at 8:01 pm.

Tim Reazin, Mayor

Pam Schmeck, City Clerk



City of Eudora Police Department

Report Date Range: 05/01/2020 to 05/31/2020

Dispatched Calls- Priority Level= 140

INCIDENT TYPE	# INCIDENTS	% of TOTAL
Medicals	23	16.43%
Adult/Child Welfare Checks	21	15.00%
Disturbances	12	8.57%
Domestics	12	8.57%
Thefts	11	7.86%
Drunk/Reckless Driver	10	7.14%
Other	51	36.43%
TOTAL	140	100.00%

Dispatched Calls- Non-Priority= 131

INCIDENT TYPE	# INCIDENTS	% of TOTAL
Request Speak to Officer	51	38.93%
Animal Calls	15	11.45%
Motorist Assist	12	9.16%
Investigate Vehicle	11	8.40%
Parking Violations	8	6.11%
Noise Complaints	6	4.58%
Other	28	21.37%
TOTAL	131	100.00%

Self-Initiated Calls/Stops= 63

TYPE	#	
Traffic Stops	35	
Traffic Citations	5	also counts as a traffic stop
Criminal Citations	4	also counts as a traffic stop
Arrests	13	includes warrants served & DUI's
Warrants Served	4	
Attempted Warrants	1	
DUI's	1	
TOTAL	63	

***Total officer interactions for the month of May= 334**

Investigations:

Detective Flick currently has 13 active cases: 3 burglaries, 6 sex crimes, 1 abuse case, 1 rape, 2 auto thefts. 24 cases are pending with the DA's office & court system. Detective Flick has closed 0 cases this month.

DETECTIVE FLICK WORKED PATROL THE ENTIRE MONTH OF MAY.

News & Events:

Other:

City of Eudora Fire Department

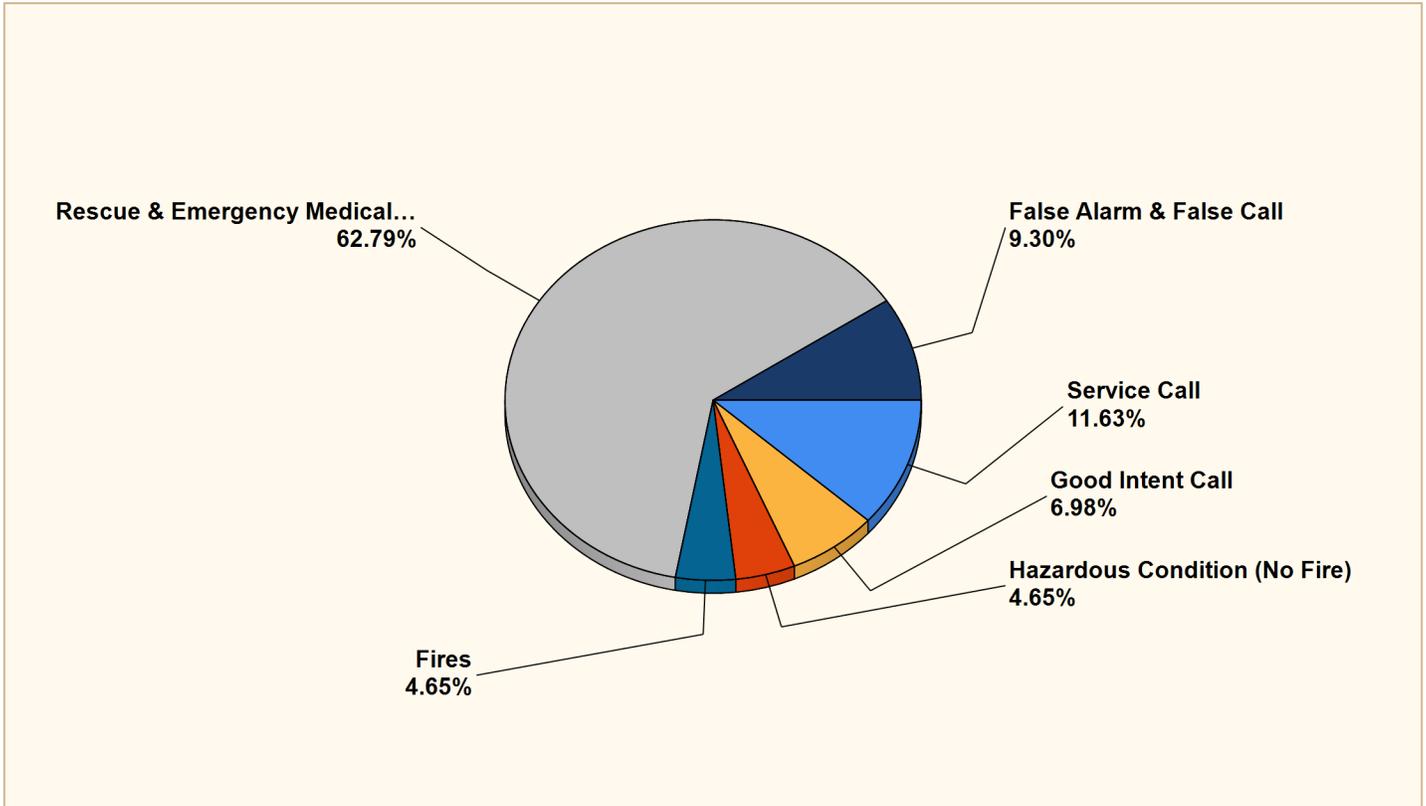
Eudora, KS

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 05/01/2020 | End Date: 05/31/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	4.65%
Rescue & Emergency Medical Service	27	62.79%
Hazardous Condition (No Fire)	2	4.65%
Service Call	5	11.63%
Good Intent Call	3	6.98%
False Alarm & False Call	4	9.30%
TOTAL	43	100.00%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
113 - Cooking fire, confined to container	1	2.33%
131 - Passenger vehicle fire	1	2.33%
321 - EMS call, excluding vehicle accident with injury	27	62.79%
412 - Gas leak (natural gas or LPG)	1	2.33%
444 - Power line down	1	2.33%
554 - Assist invalid	4	9.30%
561 - Unauthorized burning	1	2.33%
611 - Dispatched & cancelled en route	1	2.33%
631 - Authorized controlled burning	1	2.33%
651 - Smoke scare, odor of smoke	1	2.33%
733 - Smoke detector activation due to malfunction	2	4.65%
745 - Alarm system activation, no fire - unintentional	2	4.65%
TOTAL INCIDENTS:	43	100.00%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

City of Eudora Fire Department

Eudora, KS

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Incident Statistics

Start Date: 05/01/2020 | End Date: 05/31/2020

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		27	
FIRE		16	
TOTAL		43	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
C1200	1	1	1
C1201	1	1	1
M2	0	1	1
S1251	2	3	3
TOTAL	4	6	6
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		1	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
4		9.3	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
City of Eudora Fire Department	0:04:11	0:03:11	
AVERAGE FOR ALL CALLS		0:04:02	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
City of Eudora Fire Department	0:01:17	0:00:59	
AVERAGE FOR ALL CALLS		0:01:13	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
City of Eudora Fire Department		15:07	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



Agenda Statement

Date: June 8, 2020
To: Mayor Reazin and City Commissioners
From: Pam Schmeck, City Clerk
Re: Appointment to Douglas County Emergency Management Board

Background

The Douglas County Emergency Management Director Robert Bieneicki has requested the City of Eudora appoint a representative to the Douglas County Emergency Management Board. This request is a result of the Joint Cities-County Resolution which Eudora has previously approved. This appointment is an annual requirement of each member.

Fire Chief Ken Keiter has served as Eudora's representative for seven years and is a vital member of this board. Chief Keiter is aware that his term expires on July 1st and is willing to continue as a member of the board for the next year. The new term shall continue until July 1, 2021.

Included in the packet is a letter from Emergency Management Director Robert Bieniecki requesting this appointment.

Budget Impact – N/A

City Manager Approval – N/A

Recommended Commission Action

Suggested Motion: I move the City Commission approve the reappointment of Fire Chief Ken Keiter to the Douglas County Emergency Management Board for the term that expires on July 1, 2021.



DOUGLAS COUNTY EMERGENCY MANAGEMENT

111 East Eleventh Street, Unit 200
Lawrence, KS 66044-2909

Office: (785) 832-5259

Fax: (785) 832-5101

May 20, 2020

Eudora City Commission
4 E. Seventh ST
Eudora, KS 66025

Subject: Appointment to the Douglas County Emergency Management Board

Dear Commission:

The Joint Cities-County Resolution which establishes the Douglas County Emergency Management Board specifies that the membership shall include a “member from each of the governing bodies of Baldwin City, Douglas County, Eudora, Lawrence and Lecompton or a designee from each for a term of one (1) year.”

Ken Keiter was appointed by the Eudora City Commission as their representative to the Board. He has been a very active member and knowledgeable participant of the Board and has served the Commission admirably. We appreciate his contributions to this vital group.

The current term expires July 1, 2020. The resolution allows Chief Keiter to be reappointed for another one year term, or for the Commission to appoint another member, or designee, to serve until July 1, 2021. Should you need some assistance in identifying another interested person, I would be glad to suggest some nominees.

Please consider his reappointment to this Emergency Management Board position.

Sincerely,

Robert Bieniecki
Director

RB/jsb



Agenda Statement

To: Mayor and City Commissioners
From: Barack Matite, City Manager
Date: Monday, June 8, 2020
Re: Consider Professional Service Agreement for Civil Engineering work related to Church Street Improvements

Background

At the May 11, 2020 City Commission meeting, the governing body agreed to include the proposed public improvements on Church Street to be part of Phase I of the Nottingham development project. The proposed improvements include, a traffic signal at 15th and Church, sidewalks, improvements at 14th and Church, turn lanes, among others.

Renaissance Infrastructure Consulting (RIC) is the Nottingham project engineer and has been retained under an agreement that does not include the scope of work mentioned above. As such, attached to this agenda statement is their proposal with cost estimate for the professional services to be performed related to the improvements on Church Street for your review.

Like the existing agreement with RIC, work will be approved per task and as needed. Staff recommends the City Commission approve the agreement and authorize its execution by the City Manager.

Budget Impact – Funds in the general fund will be utilized to pay for the design and engineering work. The City will reimburse itself using either the interim or permanent financing proceeds for this cost.

City Manager Approval – N/A.

Recommended Commission Action:

Suggested motion: I move the City Commission authorize City Manager, Barack Matite, to execute the agreement for professional services for civil engineering, consulting, and survey services for the improvements of Church Street from K-10 to 14th Street.

**LETTER OF AGREEMENT FOR
PROFESSIONAL SERVICES**

March 25, 2020

City of Eudora, Kansas
Attn: Barack Matite
4 E 7th St.
Eudora, KS 66025**Re: AGREEMENT FOR PROFESSIONAL SERVICES
Civil Engineering, Consulting, and Surveying services for the improvements of
Church Street from K-10 to 14th Street in Eudora, KS.**

Dear Mr. Matite,

It is our understanding that City of Eudora, Kansas (“Client”) requests Renaissance Infrastructure Consulting (“RIC”) to perform the following services pursuant to the terms of this Letter of Agreement (hereinafter referred to as the “Agreement”).

1. RIC has reviewed the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the project.
2. RIC shall provide Client consulting, civil engineering, landscape architecture and surveying services as more specifically described in Exhibit A attached hereto. Should Client request work not described and included in the above Description of Services, such as Additional Services, Consultant shall provide the client with a written scope and fee proposal for these services. RIC shall not commence work on Additional Services without Client’s prior approval in writing.

RIC agrees to provide its services, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope as defined in Exhibit B, Standard Terms and Conditions of Contract.

SCHEDULE FOR CONSULTANT’S SERVICES

3. Unless otherwise agreed, RIC would expect to begin performing its services under this Agreement promptly upon your signing and complete the Scope of Services in accordance with a mutually agreed schedule thereafter, exclusive of delays beyond RIC’s control.

COMPENSATION

4. Compensation for RIC’s services shall be a Lump Sum fixed fee plus reimbursement for direct project expenses more particularly described in Exhibit A attached hereto. RIC will invoice monthly based upon a percentage of completed work.

These financial arrangements are proposed with the assumption RIC’s bills will be paid promptly and the project will progress orderly and continuously. Client agrees to pay RIC

the amounts due for services rendered and expenses incurred pursuant to the terms of this Agreement within thirty (30) days after RIC has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give RIC written notice of such disputed item within five (5) days after receipt of such invoice and shall pay to RIC the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts within thirty (30) days of due date, interest will accrue on each unpaid amount at the rate of one and one-half percent (1.5%) per month from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

TERMS AND CONDITIONS OF SERVICE

5. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and RIC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of RIC and RIC's officers, directors, partners, employees, shareholder, owners and RIC's subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of RIC and RIC's officers, directors, partners, employees, shareholders, owners and RIC's subconsultants shall not exceed One Hundred Thousand Dollars (\$100,000) or twice RIC's fee for services, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

See Exhibit B, Standard Terms and Conditions of Contract, for further General Provisions.

6. The Agreement represents the entire understanding between Client and RIC with respect to the Project and may only be modified in writing signed by both parties.
7. If this proposal satisfactorily sets forth your understanding of our agreement, please sign the Letter Agreement in the space provided (indicating Client's designated Project representative if different from the party signing the Agreement). Retain a copy for your files and return an executed original to RIC. This proposal will be open for acceptance for a period of thirty days from the date set forth above, unless changed by us in writing.
8. By signing below, you acknowledge that you have full authority to bind Client to this agreement.

RENAISSANCE INFRASTRUCTURE CONSULTING (RIC)

a

By



Chip Corcoran, P.E., LEED AP

Title

President

If you are in agreement with the preceding proposal, please have an authorized member of Client sign below:

CITY OF EUDORA, KANSAS

By _____

Title _____

Dated: _____

If different from above,

Client's Designated Project Representative

EXHIBIT 'A'**TO PROPOSED LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CLIENT AND RIC****DATED MARCH 25, 2020****DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS**

This is an exhibit attached to and made a part of the Proposed Letter Agreement for Professional Services dated March 25th, 2020 between City of Eudora, Kansas (Client) and Renaissance Infrastructure Consulting (RIC) providing for professional engineering, consulting and surveying services for the improvement of Church Street, from North K-10 exit ramp intersection through the 14th Street intersection, including necessary improvements to 14th Street, Sonic Entrance & 15th Street as required to meet the intent of the Traffic Study and tie back to existing.

PHASE 100**Task 101: Limited Topography Survey & Right-of-way Verification**

RIC has recently surveyed a portion of Church St. from 14th St. to 15th St. and 14th St. from Elm to Church. With that existing data, RIC will perform limited topographical survey of the property to verify elevations, locations and provide any missing information within the scope area out to 25' outside of the existing ROW. ROW property verification will be required. RIC will work with KDOT to coordinate ROW location which will need to be established from the center of K-10 and verify ROW outside of the KDOT area within the scope area. Surveying within the K-10 corridor will be to KDOT standards.

Fee: \$11,760**Task 102: Geotechnical Report**

RIC will assist the City to obtain proposals from local geotechnical engineering companies for the purpose of conducting a macro geotechnical investigation and report. This report will evaluate existing soil conditions and provide design criteria for street improvements. RIC will not initiate this task without Client's separate approval to do so. All invoices related with Geotechnical Report will be passed directly to the City of Eudora.

Budget: \$TBD by Separate Proposal**PHASE 200****Task 201: Preliminary Design & Plan Preparation**

RIC will prepare preliminary design plans to include horizontal & vertical alignments, storm sewer design & calculations, traffic control construction scheduling, field check plans, field check cost estimates, utility coordination, quality control (QA/QC) and meetings with the City, contractor & utility departments.

Fee: \$35,220

Task 202: Right-of-Way, Utility & Office Check Plans

RIC will prepare Right-of-Way & Utility Plans to include legal descriptions & exhibits, Utility coordination, Office Check plans, quality control (QA/QC) and meeting with City, contractor & utility departments.

Fee: \$25,210**Task 203: Final Design & Plan Preparation**

Based on feedback from the Preliminary Design Phase, RIC will prepare sealed final design plans for bid & permit. Final design plans will include the final horizontal & vertical alignments, typical street sections, final storm sewer design (plan & profiles), intersection details, traffic control, construction details, pavement markings & signage plans, utility coordination, quality control (QA/QC), preparation of the Storm Water Pollution Prevention Plan (SWPPP), submittal of NOI to the Kansas Department of Health (KDHE) and meetings with the City, contractor and utility departments.

Fee: \$21,480**Task 204: Construction Phase**

After the project is awarded, RIC will attend a Pre-Construction meeting with the City and contractor. RIC will review and answer RFI's, shop drawings and mix designs. RIC will visit the site as required for coordination and review. After construction is complete, RIC will provide a final walk thru to inspect, report non-conforming issue and prepare record drawings.

Fee: \$21,645**Direct Expenses:**

Including travel, mileage, printing, long distance, overnight delivery services, and duplication. These expenses will be billed on project percent complete basis. This also includes the \$60.00 application fee to KDHE for the NOI.

Fee: \$1,560**Project Assumptions:**

We have made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- The property is zoned properly for the proposed use.
- Any available construction details as well as prior approvable plans for similar facilities that the Client has in its possession will be provided to RIC.
- There will be no public bid for construction of this project. RIC will work with Monarch construction or a contractor chosen by the City for Construction pricing throughout the design process. The public bidding process will be considered additional services.

Exclusions:

The following items, in addition to any items not specifically listed above are not included in this proposal but can be provided under a supplemental agreement:

- As-Built Survey*
- Public Bidding*
- ALTA Survey*

- Boundary Survey*
- Public Water, Sewer and Sanitary Plans*
- Preliminary Plat*
- Final Plat*
- Construction Staking*
- Construction Observation*
- Material Testing
- Landscape Architecture*
- FAA 7460-1*
- CLOMR-F/LOMR-F*
- Rezoning Plans*
- SWPPP Inspections*
- Corps of Engineers 401 Permitting*
- Preliminary Development Plans*
- Final Development Plans*
- Traffic Study*
- Color Renderings*
- Parking Lot/Site Lighting*
- Phase 1 Environmental Site Assessment Report**
- Pavement Design**
- Environmental Studies**
- Structural Engineering for Retaining Walls (anticipate modular block/design build will be utilized if retaining walls are required) **
- Architectural, MEP and Structural Engineering**
- Environmental and Asbestos Reports**
- Entry Monuments and/or Water Feature Design**
- Irrigation Design**
- Submittal Fees

*RIC is qualified and capable of providing these services if requested by Client. These items are not included in this proposal at this time because the scope is indeterminate, or they are not anticipated to be required during the planning, design and permitting stage of project.

**RIC understands that these services are to be provided by or coordinated by others. RIC's services include coordinating its scope of work with all work required for the project.

EXHIBIT 'B'**TO PROPOSED LETTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CLIENT AND RIC****DATED MARCH 25, 2020****STANDARD TERMS AND CONDITIONS OF CONTRACT**

1. **RIGHT of ENTRY** The Client will provide for right of entry for RIC in order to complete the work. While RIC will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, which shall be corrected at RIC's cost.
2. **CONSTRUCTION SITE OBSERVATION** At construction sites, the presence of RIC field representatives will be for the purpose of providing observation of only the work with which RIC has agreed to be involved. Opinion of RIC as to the contractor's adherence to plans and specifications will be reported. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The Contractor should also be informed that neither the presence of our field representative nor the observation by our firm shall excuse him in any way for defects discovered in his work, it is understood that our firm will not be responsible for job or site safety while on this project. Job and site safety will be the sole responsibility of the contractor.
3. **INVOICES** RIC will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from each invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.
4. **OWNERSHIP of DOCUMENTS** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by RIC as instruments of service shall remain the property of the Client. Client agrees that any re-use of such documents furnished to Client will be at Client's sole risk and expense and shall not include a corporate professional seal of RIC or its professionals. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for will be returned upon demand and will not be used by the Client for any purpose whatsoever.
5. **STANDARD of CARE** Service performed by RIC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
6. **LIMITATION of LIABILITY** The Client agrees to limit RIC liability to the Client and all construction contractors and subcontractors on the project arising from RIC professional acts, errors, or omissions, such that the total aggregate liability of RIC to all those named shall not exceed One Hundred Thousand Dollars (\$100,000) or twice RIC's fee for services, whichever is greater. The Client further agrees to require of the contractor and his subcontractors an identical limitation of RIC liability for damages suffered by the contractor or subcontractor arising from RIC professional acts, errors or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of RIC professional acts, errors or omissions

- 7. INSURANCE and INDEMNIFICATION** RIC represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that RIC has such coverage under public liability and property damage insurance policies which that Client may assign to an affiliate or lender without RIC's consent. Certificates for all such policies of insurance shall be issued by insurers authorized to do business in Kansas, with limits of less than \$100,000 and be provided to the Client upon request in writing. Within the limits and conditions of such insurance, RIC agrees to indemnify and hold Client harmless from and against any loss, damage, or liability arising from any negligent acts by RIC, its agents, staff, and consultants employed by it. RIC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.
- 8. ASSIGNMENT** Neither the Client nor RIC may delegate, assign, sublet or transfer duties or interest in this Agreement without the written consent of the other party provided that Client may assign this agreement to an affiliate or lender without RIC's consent.
- 9. TERMINATION** This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other part to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In addition, Client shall have the right to terminate the agreement 30 days prior to written notice. In the event of termination, RIC shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 10. PRECEDENCE** These Provisions and Agreement supersede all prior agreements and understanding and may be changed only by written amendment signed by both parties.
- 11. REIMBURSABLE EXPENSES** Reimbursable Expenses are in addition to the Design Fee and shall be billed to the Client at 1.1 times our direct cost or a lump sum allowance as described in Exhibit A. Reimbursable expenses shall include but not be limited to all shipping and mailing cost, courier services, travel, long distance telephone and facsimiles, supplies, printing and photographic reproduction.
- 12. ATTORNEY'S FEES and EXPENSES** Each party agrees to reimburse RIC for all attorney's or collection agency fees, expenses, and court cost incurred to collect any amount due under this Contract.
- 13. ADDITIONAL SERVICES** Any work required in addition to that detailed in this Contract will be billed on an hourly basis according to our then current rates or a negotiated lump sum fee. Extra work will include, but not limited to: Changes in the Scope of Services; Changes made in response to program changes; Changes due to revision of site/base information provided by others; Changes due to error of contractor during construction; and Design modifications requested by the Client subsequent to prior approval.
- 14. HOURLY RATES** Our hourly rates are as follows:

Professional Engineer	\$165.00	Design Engineer	\$ 90.00
Licensed Land Surveyor	\$145.00	Field Technician	\$ 78.00
Design Technician	\$ 90.00	Survey Crew	\$165.00
Landscape Architect	\$125.00	Clerical	\$ 70.00
		Construction Observer	\$ 95.00

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- 15. SCHEDULE** RIC shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, but not subject to any firm schedule or completion date unless expressly outlined in the contract documents. The Client acknowledges that Client-directed changes, unforeseen conditions, and other delays may affect the completion of the Design services. Client waives any and all claims for consequential, incidental, and business interruption damages directly or indirectly related to the timeliness of the commencement, undertaking, and completion of Design services. In no event shall RIC have control over or responsibility for any contractor's or vendor's performance schedule.
- 16. NO PERSONAL LIABILITY** None of RIC's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by their respective shareholders, officers, directors, members, managers, employees, and no personal liability is assumed by, nor may at any time be asserted against, any of them, all such liability, if any, being expressly waived or released by such party.