

**EUDORA CITY COMMISSION
SPECIAL MEETING AGENDA
June 16, 2020
Eudora City Office
4 East 7th Street Eudora, Kansas
5:00 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. None**

PUBLIC COMMENTS: Please email your comments to pschmeck@cityofeudoraks.gov to be read. Public comments are limited to 5 minutes per speaker.

- IV. BUSINESS ITEMS:
 A. Consider authorizing City Manager Barack Matite to execute contract for engineering services with CFS Engineers for Lucy Kaegi Park Trail improvements**
- V. Mayor & City Commission comments
 A. None**
- VI. City Manager & staff comments
 A. None**
- VII. WORK SESSION:
 A. City Commission Strategic Planning**
- VIII. EXECUTIVE SESSION:
 A. None**
- IX. Adjournment**

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

June 12, 2020

2121 Moodie Road
 Lawrence, Kansas 66046
 (785) 856-9600

City of Eudora
 107 West 5th Street
 Eudora, Kansas 66025

cfse.com

Attn: Brandon Boyd

Other Offices:
 Topeka, Kansas
 Holton, Kansas
 Kansas City, Kansas
 Kansas City, Missouri
 Jefferson City, Missouri
 Springfield, Missouri

Re: Lucy Kaegi Park Trail Improvements
 Base Contract –Trail Plan
 Eudora, Kansas

Mr. Boyd:

We propose to furnish professional Engineering services in conjunction for a proposed 8'x6" and a 5'X4" trails in Lucy Kaegi Park, located along Elm Street, in Eudora, Kansas. (hereinafter called the "project").

Our services will consist of professional Engineering services as set forth in the printed General Provisions as amended consisting of four pages and supplemented in Exhibit A consisting of two pages thereto, both of which are attached to this letter, and such additional services as you may request.

Fees for our services will be as follows:

Board of Directors:
 Kenneth M. Blair, P.E.
 Kevin K. Holland, P.E.
 Daniel W. Holloway, P.E.
 Lance W. Scott, P.E.
 Sabin A. Yañez, P.E.

Boundary & Limited Topographic Survey \$2,350.00
 Construction Documents.....\$18,515.00

Lump Sum Design Fee..... \$20,865.00

Limited Construction Administration & Inspection\$7,500.00

Total Lump Sum Fee \$28,365.00

Principals:
 Robert S. Chambers, P.E.

Associates:
 Aaron J. Gaspers, P.E.
 Michelle L. Mahoney, P.E.
 Michael J. Morrissey, P.E.
 Gene E. Petersen, P.E.
 Todd R. Polk, P.E.
 Richard A. Walker, P.E.
 Lucas W. Williams, P.E.

Additional or non-customary services will be negotiated as required. Payments will be made monthly based on progress invoices prepared by CFS.

CFS will begin services promptly after the receipt of your acceptance of this proposal.

If there are protracted delays exceeding one year for reasons beyond our control, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indices and pay scales applicable to the period when services are in fact being rendered.

Services rendered in the customary phases which, together with the general understandings applicable to our relationship, are set forth in the printed General Provisions and Exhibit A thereto, which are attached to and made a part of this proposal and may only be modified in writing signed by both parties.

City of Eudora
June 12, 2020
Page 2 of 8

Your responsibilities are set forth in the General Provisions. Provided this proposal is satisfactory, please sign and return to our office.

The opportunity to provide this service to the City of Eudora is appreciated.

Respectfully,
Cook Flatt & Strobel Engineers, P.A.

Aaron J. Gaspers

Aaron J. Gaspers, P.E.
Associate

Accepted this _____ day of _____, 20__

City of Eudora

Signature of Officer or Authorized Agent

Print Name/Title of Officer or Authorized Agent

FURTHER DESCRIPTIONS OF BASIC ENGINEERING SERVICES AND RELATED MATTERS:

This is an exhibit attached to and made part of the General Provisions attached to Letter Agreement dated June 12, 2020, between the City of Eudora (**OWNER**) and Cook, Flatt & Strobel, Engineers, P.A. (**ENGINEER**) providing for professional engineering services. The basic services of **ENGINEER** as described in Section 1 of the said General Provisions are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in said General Provisions are stipulated as indicated below.

ENGINEER shall perform and limit his work to the following:

- 1) Boundary & Limited Topographic Survey: CFS will survey the alignment, to determine the recorded boundary and legal descriptions of the properties tied to the Kansas State Plane Coordinate System of 1983, Kansas North Zone. CFS will also perform a topographic survey in order to determine site elevations, locate site features, and develop a (1) foot interval contour map on the Vertical Datum: NAVD 88. The site features will include structures, fences, trees, utilities, manholes, etc. along the alignment. The boundary & topographic survey is necessary for establishment of existing & proposed grades & development of the construction documents.

- 2) Construction Documents: CFS will prepare the following plans for the construction of site improvements:

Site & Layout Plan: Using the survey information and the Concept Plan, CFS will prepare a horizontal layout & profile plan showing site features including the proposed path alignment, pavements, walls(if necessary per City details), ramps, pedestrian crossings, etc. This plan will facilitate horizontal construction staking of the site work.

Grading Plan: CFS will prepare a grading plan illustrating the vertical layout of site improvements. This plan will include elevations, high points, low points, drainage courses, and paved areas. This plan will be suitable for construction staking.

Erosion Control Plan & Details: An erosion control plan and permit will be required to perform the site grading activities. CFS will prepare an erosion control plan and details per City, and State of Kansas design standards and incorporated in the site construction plan set.

Standard Details: CFS will prepare standard details to accompany the Layout Plan, which will illustrate construction procedures for specific site elements. These may include walks, ramps, curbs, gutters and/or standard pavement. These documents will define the materials, construction methods, and anticipated quality of site work for the construction contractor.

- 3) Limited Construction Administration & Inspection: CFS will review and red-mark/approve contractor shop drawing and material certification submittals within two weeks of receipt in the CFS office. CFS anticipates as many as three (3) site visits/project coordination meetings with project contractor and city staff as part of this scope of services. Utility Coordination will be completed as part of this task. 20-25 hours of inspection would be included as part of this task. A Stormwater Pollution Prevention Plan (SWPPP), and permit will be required to perform overall site grading activities. A stormwater pollution prevention plan will be prepared per City, and State of Kansas design standards.

Exhibit A to GENERAL PROVISIONS attached to LETTER
AGREEMENT BETWEEN OWNER and ENGINEER for
PROFESSIONAL SERVICES, June 12, 2020

An erosion control plan will be prepared to perform the site grading activities. This plan shall be kept at the construction site at all times as required by the land disturbance permit. NOTE: This scope item does not include required erosion and sediment control monitoring and updating of the SWP3.

Owner to:

Pay all permit and application fees.

Scope does not specifically include:

Legal descriptions, easement documents, change in scope, retaining wall design, DSSA, public street, storm sewer, waterline & sanitary improvement plans, environmental reports, full traffic study, traffic control plan, contract documents & technical specifications, irrigation design, bid phase services, As-built surveys/ALTA, lighting and photometrics.

GENERAL PROVISIONS

Attached to and made a part of LETTER AGREEMENT dated June 12, 2020 between the City of Eudora (OWNER) and Cook, Flatt & Strobel Engineers P.A. (ENGINEER) in respect of the Project described therein.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as stated in Appendix A which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.1.2 Site Access and Control. OWNER grants to ENGINEER the right of entry to the Project Site by ENGINEER, its employees, agents, and subcontractors, to perform the Services. If OWNER does not own the Project Site, OWNER warrants to ENGINEER that OWNER has the authority and permission of the owner or occupant of the Project Site to grant such right of entry to ENGINEER. If as a requirement of performing the Services, ENGINEER damages or alters a Project Site owned by a third party, OWNER agrees to pay the cost of restoring the Project Site to the condition of the Project Site prior to the performance of the Services, unless such damage or alteration is caused by the sole negligent acts, negligent omissions, or willful misconduct of ENGINEER, its employees, agents, or contractors. OWNER acknowledges that it is now and shall remain in control of the Project Site at all times. ENGINEER shall have no responsibility or liability for any aspect or condition of the Project Site, now existing, or hereinafter arising or discovered unless caused by the sole negligent acts, negligent omissions, or willful misconduct of ENGINEER, its agents, employees or contractors. Except as set forth herein, ENGINEER does not, by its entry into the Project Site, or the performance of the Services, assume any responsibilities or liability with respect to the Project Site. ENGINEER does not undertake to report to any federal, state, or local governmental agency any conditions existing at the Project Site which may present a potential danger to public health, safety, or the environment, but shall promptly notify OWNER of any such conditions foregoing. ENGINEER shall timely notify OWNER and each appropriate federal, state, and local government agency of the existence of any condition at the Project which may present a potential danger to public health, safety, or the environment and of which it is actually aware if ENGINEER is required to so report any such condition under any applicable federal, state or local law, rule, regulation or interpretation. If at any time during the performance of the Services, ENGINEER reasonably believes the safety of its employees, agents, subcontractors, or any other person is in jeopardy, ENGINEER reserves the right to immediately suspend the performance of the Services until such condition is remedied, or if such condition cannot be remediated to the reasonable satisfaction of ENGINEER, ENGINEER may terminate this Agreement.

1.1.3 Permit Assistance. ENGINEER agrees to assist OWNER in obtaining all necessary governmental permits, licenses, approvals, and documents required for the performance of the Services. ENGINEER's obligations to perform the Services are specifically subject to the issuance of all permits, licenses, approvals, or other documents required to enable ENGINEER to perform the Services.

1.1.4 Standard Practice. The Services will be performed on behalf of and solely for the exclusive use of OWNER and for no others. The Services performed by ENGINEER shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering and environmental consulting professions in the same locale acting under similar circumstances and conditions. EXCEPT AS SET FORTH HEREIN, ENGINEER MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY ENGINEER TO OWNER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 OWNER, without invalidating this Agreement, may request changes within the general scope of the Services required by this Agreement by altering

or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving OWNERs request, ENGINEER shall return to OWNER a change proposal setting forth an adjustment to the Services and Project Cost estimated by ENGINEER to represent the value of the requested changes. Following OWNERs review of ENGINEERs change proposal, OWNER shall execute a written change order or contract amendment directing ENGINEER to perform the changes in the Services.

2.2 If the parties agree, ENGINEER shall provide resident Project representation under ENGINEER's supervision which will be paid for by OWNER as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" and which will be intended to assist ENGINEER in observing performance of Contractor(s)' work, but will not involve ENGINEER in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to OWNER any guarantee by ENGINEER of the accuracy, quality or timeliness of Contractor(s)' performance.

SECTION 3 - OWNER'S RESPONSIBILITIES

3.1 OWNER shall provide all criteria and full information as to OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the project; examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the work.

3.2 ENGINEER shall indicate to OWNER the information reasonably needed for rendering the Services described in each purchase order, proposal or scope of work. ENGINEER shall review existing information provided by others and shall give OWNER its opinion as to the risks associated with reliance on such information. OWNER will immediately transmit to ENGINEER any new information concerning the Project that becomes available to it, either directly or indirectly, during the performance of this agreement. OWNER agrees to render reasonable assistance as requested by ENGINEER so the performance of the Services under this Agreement may proceed without delay or interference. ENGINEER will not be liable for any advice, judgment or decision based on inaccurate or incomplete information furnished by OWNER. To the extent that ENGINEER is required to rely solely upon existing information, OWNER agrees to waive any claim against ENGINEER and to indemnify and hold harmless ENGINEER from and against any and all claims, damages, losses, liability, and expenses, including attorneys fees, which may arise from errors, omissions, or inaccuracies in existing information provided to ENGINEER by OWNER, unless caused by or arising out of the sole negligent acts or omissions, or willful misconduct of ENGINEER or its employees, agents, or contractors. Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.

3.3 OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.4 Subcontract and Assignment Authorization. ENGINEER shall have the right to subcontract Project Services to be provided under this Agreement to qualified providers of services selected by ENGINEER. The fees and costs of such subcontractor(s) shall be included in ENGINEERs fee as specified in this Agreement, unless OWNER agrees that subcontractor services are to be directly billed to OWNER. ENGINEER shall have the right to assign and delegate any portion or all of its rights and obligations under this Agreement to qualified providers of services selected by ENGINEER, provided that such providers of services are related to ENGINEER as parent, subsidiary or otherwise affiliated entities. Such assignment and delegation shall be on the same terms and conditions as set forth in this Agreement, except that assignees share of the fee for services and the scope of work shall be set forth in a schedule that incorporates by reference the terms and conditions of this Agreement, unless otherwise modified. Such schedule shall include an express assignment and delegation by ENGINEER, and acceptance of such assignment and delegation by the assignee. OWNER hereby prospectively consents to and ratifies such assignment and delegation, which shall be effected at the discretion of ENGINEER.

SECTION 4 – TERMS AND CONDITIONS

4.1 Betterment

If a required item or component of the project should be omitted from construction documents, ENGINEER shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will ENGINEER be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

4.2 Billing and Payment

Invoices submitted by ENGINEER are due upon presentation and shall be considered PAST DUE if not paid within twenty one (21) calendar days of the invoice date. If payment is not received by ENGINEER within twenty one (21) calendar days of the invoice date, invoices shall bear interest at one-and-one half (1.5) percent (or maximum allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If the OWNER fails to make payments when due and ENGINEER incurs any costs in order to collect overdue sums from the OWNER, the OWNER agrees that all such collection costs incurred shall immediately become due and payable to ENGINEER. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable ENGINEER staff costs at standard billing rates for ENGINEER time spent in efforts to collect. This obligation of the OWNER to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven (7) calendar days' written notice to the OWNER. ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of suspension caused by any breach of this Agreement by the OWNER.

4.3 Certifications, Guarantees and Warranties

ENGINEER will, as a matter of professional practice, affix a professional seal to the final copy of all completed plans, surveys or reports. Should the OWNER's project needs require ENGINEER to sign specific certifications or other documents, either for the OWNER or for second parties (such as lenders or potential buyers), the OWNER shall provide ENGINEER with copies of all such documents, containing the language to be signed, prior to entering into this contract. ENGINEER will review the certifications or documents submitted by the OWNER to determine whether complete and sufficient information is being collected or generated as part of the proposed scope of work to allow ENGINEER, as licensed professionals, to sign documents and, if not ENGINEER may propose a modified scope of work and cost. Any certifications or document language that ENGINEER has reviewed and agreed to sign as part of the scope of work shall be attached and made part of this agreement. ENGINEER shall not be required to sign any certifications or documents, no matter by whom requested, that have not been provided prior to entering the contract or that would result in ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence cannot be ascertained. The OWNER also agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

4.4 Consequential Damages

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or ENGINEER, their employees, agents, sub ENGINEERs or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business, and/or loss of reputation.

4.5 Reuse of Documents.

All documents including Drawings and Specifications, prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. Upon full payment of ENGINEER's compensation for this project, a license to use the instruments of service shall be transferred to the OWNER. ENGINEER shall retain ownership and copyright of the instruments of service and the right to reuse the information contained in them in the normal course of

ENGINEER's practice. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting there from. The OWNER further agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, in accordance with ENGINEER's prevailing fee schedule and expense reimbursement policy.

4.6 Transfer of Electronic Data

When honoring a request to transfer, in electronic format, any documents to the OWNER, or others designated by the OWNER, ENGINEER makes no representations as to compatibility, usability, or readability of electronic files resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER in creating the files. Electronic drawing files typically contain sufficient data to generate a graphical representation useful for plotting hard copies, but typically do not contain all data necessary for automation of field construction staking activities (this additional data is only developed by ENGINEER if retained for construction staking). Data stored in electronic format is subject to random errors during file transfers and addition, deletions and amendments by agents outside the control of ENGINEER. For these and other reasons, information contained in the electronic files should be treated as a secondary information source to archival hard copies. Information contained in the signed and sealed documents should be deemed to be superior to electronic information. Any inconsistencies the OWNER discovers, between the electronic information and hard copy documents should immediately be reported to ENGINEER so that the source of the inconsistency may be investigated. See Reuse of Instruments of Service for additional terms and conditions related to electronic data and other instruments of service.

4.7 Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.2. Engineering services to modify the Contract Documents to bring the Construction Cost within any limitation established by OWNER will be considered Additional Services and paid for as such by OWNER.

4.8 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

4.9 Successor and Assigns.

4.9.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other part of the Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

4.9.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 4.5.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractor, as he may deem appropriate to assist him in the performance of services hereunder.

4.9.3 Nothing herein shall be construed to give any rights or Benefits hereunder to anyone other than OWNER and ENGINEER.

4.10 Arbitration

4.10.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to the Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 4.10.3 and 4.10.4 below. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 4.6 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

4.10.2 Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

4.10.3 All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the part making such demand or answering statement is not more than \$200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).

4.10.4 No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

4.10.5 By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraph 4.10.3 and 4.10.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent.

4.11 Limitation of Liability

4.11.1 In recognition of the relative risks and benefits of the project to both the OWNER and ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent by law, to limit the liability of ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fee and costs and expert-witness fees and costs, so that the total aggregate liability of ENGINEER to the OWNER shall not exceed \$10,000 or ENGINEER's total fee for services rendered on this project, 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. Should the OWNER desire greater liability limits for the Project, the OWNER shall request such additional insurance prior to entering into this Agreement and ENGINEER will provide a cost quote for the additional insurance, based on the OWNER's requirements.

4.11.2 Insurance. In addition to any other insurance which ENGINEER may choose to carry, ENGINEER shall, at its sole expense, maintain in effect during the performance of the Services under this Agreement insurance coverages as follows: Workers Compensation as required by state law; General Liability and Automobile Liability with a combined single limit of \$1,000,000 per

occurrence; Professional Liability, including Pollution Liability \$1,000,000 for claims made against ENGINEER for negligent errors or omissions in performance of Services hereunder. ENGINEER shall deliver to OWNER certificates of insurance, if requested by OWNER.

4.11.3 Indemnification. ENGINEER shall defend, indemnify and hold harmless the OWNER and its officers, employees, servants, agents, successors, and assigns from and against any and all liability, claims, demands, suits, actions, third party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses and attorneys fees (hereinafter referred to collectively as Damages) which directly arise out of or result from injury or death to its employees and subcontractors or damage to property, to the extent the injury or damage is caused by the negligent act or willful misconduct of ENGINEER or its employees, servants and agents in the performance of ENGINEERs work under this Agreement. The OWNER shall give prompt notice to ENGINEER of any such suit, claim, demand, or action relating thereto in order to provide ENGINEER with the earliest opportunity to defend against any actions or proceedings for Damages. Indemnification under this provision shall exclude any and all Damages which either directly or indirectly arise out of or result from acts, errors, or omissions of the OWNER or any of their officers, employees, servants, agents, ENGINEERs, or other representatives. Neither party shall be liable to the other party for any special, indirect, incidental, punitive or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise.

4.11.4 Third Party Claims. In the event any third party brings a suit or a claim for damages against ENGINEER alleging exposure to or damage from materials, elements or constituents at or from the Project Site before, during or after services are performed by ENGINEER under this Agreement, which is alleged to have resulted in or caused any adverse condition to any third party or resulted in claims arising from remedial action, cleanup, uninhabitability of property, or other property damage, OWNER, except to the extent of ENGINEERs gross negligence or willful misconduct, agrees to defend, indemnify and hold ENGINEER harmless against any such suit or claim and any obligation or liability arising there from.

4.11.5 Unforeseen Occurrences. If, during the performance of Services under this Agreement, any unforeseen conditions or occurrences, including without limitation unforeseen hazardous substances or waste, are encountered which, in ENGINEERs sole judgment, may significantly affect the Services, the risk involved in providing the Services, or the scope of Services, OWNER will agree with ENGINEER to modify the scope of Services and ENGINEER will provide an estimate of additional charges to include provision for the previously unforeseen circumstances. Such estimate, when calculated by OWNER and ENGINEER will be a valid change order. As an alternative, ENGINEER may terminate Services under this Agreement in writing effective on the date specified by ENGINEER, in which event OWNER shall pay ENGINEER for services performed to the date of termination, plus reasonable expenses of termination.

4.11.6 Force Majeure. ENGINEER shall not be liable to OWNER for any loss, liability, cost, damage or expense arising out of the delay or failure to render Services under this Agreement where such delay or failure arises by reason of legislative, administrative or government prohibition, fire, weather conditions, hostilities, civil disturbances, labor or industrial disputes, acts of God or any other event beyond the reasonable control of ENGINEER, in which event either party may terminate that portion of the Services under this Agreement not yet completed, and ENGINEER shall have no further liability to OWNER therefore. A change authorization extending the time to perform and stating an appropriate fee adjustment may be elected by mutual agreement of the parties hereto as an alternative to termination.

4.11.7 Captions. The captions and headings in this Agreement are for purposes of reference only, and shall in no way limit or otherwise affect any of the terms or provisions hereof.

SECTION 5 – Geotechnical and Engineering

5.1 Tests and Inspections

Client shall cause all tests and inspections of the site, materials and work performed by CFS or others to be timely and properly performed in accordance

with the plans, specifications and contract documents, and CFS's recommendations. No claims for loss, damage or injury shall be brought against CFS by client or any third party unless all tests and inspections have been so performed and unless CFS's recommendations have been followed. Client agrees to indemnify, defend and hold CFS, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or CFS's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of CFS, its officers, agents or employees.

5.2 Scheduling of Work

The services set forth in CFS's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by CFS personnel at the prices quoted. If CFS is required to delay commencement of the work or if, upon embarking upon its requirements of third parties, interruptions in the progress of construction or other causes beyond the direct reasonable control of CFS, additional charges will be applicable and payable by client.

5.3 Sample Disposal

Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of CFS's report.

5.4 Hazardous Materials Nothing contained within this agreement shall be construed or interpreted as requiring CFS to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

City of Eudora Strategic Planning Retreat

5 p.m. – 8:30 p.m.

**June 16, 2020
Eudora City Hall
4 E. 7th Street**

Dinner will be served at 5 p.m. We will begin the goal setting discussion promptly at 5:30 p.m.

Retreat Goals

- Review vision and critical success factors
- Establish new priorities

Norms for the Retreat

- Listen with respect
 - Let others finish before you start talking
 - Be attentive to the speaker
 - Disagree agreeably
- Be positive, candid and patient
- Be fully present and engaged
- Respect differences
- Look for opportunities to agree

Welcome

- Agenda Review
- Retreat Norms

March 7 Review

The Commission began its strategic discussion on March 7. We will briefly review the discussion and outcomes of that day.

Key Issues and Projects

City Manager Barack Matite will provide an overview of current initiatives.

The Eudora Times

While the commission will have had an opportunity to reflect on what has been achieved as well as current initiatives, now is the time to look forward to determine how Eudora can be at its best.

Vision and Critical Success Factors

In 2016, the governing body developed a vision and identified eight critical success factors. Those will be reviewed to determine whether any revisions or refinements are necessary.

Vision

Eudora provides opportunities for all to enjoy and grow in a safe and thriving community.

Critical Success Factors

1. ***Economic Development:*** Provide an environment for new and existing business to grow and co-exist
2. ***Partnerships:*** Sharing resources, ideas, visions to empower entities involved to be successful
3. ***Parks and Recreation:*** Provide a variety of quality facilities, programs and services to enhance and promote healthy lifestyles
4. ***Expanding City Services:*** The ability to support the growth of an independent community
5. ***Infrastructure:*** To enhance security and confidence in the consistency of services through effective, efficient and innovative infrastructure in our community.
6. ***Housing:*** Well-maintained housing that encompasses all lifestyles
7. ***Leadership:*** Provide the tools, examples, vision, resources and coordination for success
8. ***Communication and Community Engagement:*** Facilitate reciprocal conversation that inspires citizen leadership and involvement in realizing the community vision for Eudora.

The Commission's Priorities

Taking into consideration the current environment, emerging trends and issues, and governing body understanding of where the community wants to go, the Commission will identify goals and prioritize them.

Parting Thoughts/Adjourn

As the retreat comes to a close, each participant will be asked to share a parting thought on how they feel about the work done during the retreat.



To: Eudora City Commission
From: Patty Gentrup, KU PMC
Date: June 11, 2020
Subject: March 7 Workshop

It's been more than three months since the Eudora City Commission gathered to first consider how it can become an even more high-performing governing body and then to focus on its goals for the future of the community.

Due to unforeseen circumstances, the commission was together for only half the intended time and COVID-19 has prohibited the governing body from getting back to that work until this month.

This memo serves as a brief reminder regarding the discussion that occurred on March 7.

Why We Serve

Each member of the governing body and the staff brings a unique perspective and hopes for the community.

	I ran because...	I've learned...	I want to achieve...
Tim Reazin	Felt the city was doing a disservice to our employees. Changed form of government to eliminate the power of the mayor.	Takes a couple of years to know what you're doing. You can get things done if you have commissioners that are like minded and community oriented. Amazed at how well we work together and Lawrence doesn't have that.	Want to build a plan. Eudora to be a community for my kids and it's on the map. Say Eudora and know it's where it is.
Tim Bruce	Nottingham was a dream and wanted to make sure we got it right.	It takes entirely too long to get things done. I understand. It's part of the process and it has to be that way. It's just frustrating beyond belief.	Want to make sure the community is thriving in 30 plus years. Number of issues to overcome in the next 10 years to make that a reality. Infrastructure and taxes. Figure out the industry piece.
Ruth Hughs	Finished out a term; it was a great opportunity. I didn't have any agenda other than I loved Eudora.	It is a huge commitment done right. I have learned that that issues need champions. I realized that I could contribute. You don't know what you really love until you get in the middle of the mess. You don't have to be good at something, you have to have listening ears, a heart that cares, be flexible and not give up standards.	I found a population that has no voice and they are seniors. My hope is that we don't lose sight of who we are. We are individuals but we hold the future of Eudora in the palm of our hand.

Jolene Born	Saw that no one was running.	I know nothing about technical issues. Luckily have staff to guide that. Nobody in the community knows who is on the commission.	Still wants bridge over K-10, trails and sidewalks. I want community and those connections bring community together.
Roberta Lehmann	Tim Reazin encouraged her. Grew up in Eudora. Deep rooted love and get passionate. Father was the mayor and was instrumental having the servant mentality.	Didn't come in with an agenda. I know nothing. Trying to figure out what's going on with everything.	See change and want it to be done the right way. Slow enough so that we are up to date. Take care of things. Continue what these have already started.
Barack Matite	Wanting to make a change and make a difference. You don't know what the change will be or if it will be tangible. The first project that I saw what it meant was the south trail. To see the parent running and pushing the stroller. For me, that light bulb clicked; that is why we do what we do.	Baby steps. Keeps me sane and organized. There is pressure to do things right now. We can't always do that. Change requires relentless patience.	I hope we can have political stability to build on what has been done and sustain it for the long haul. Don't take the governing body relationship for granted.
Leslie Herring	I want to have meaning in what I do every day. When I was a legal assistant, I didn't derive a lot of value from that. I did from being a volunteer citizen on boards and commissions. And found a way to turn that upside down. Feel like I'm making a difference.	Coming into conversations with a "yes, and mindset" How can I build on things people are already wanting.	My vision is the same...to have Eudora be recognized. The community is willing to take risks to do things. Staff can share the story and be brand ambassadors and tell the story

High Performance Governance: Based on the teaching of Dr. John Nalbandian

The governing body then discussed the research and teaching of Dr. John Nalbandian. A copy of the presentation can be found at the end of this document.

Thereafter, the Commission considered more fully what they enjoyed about serving, what frustrates them and how they can personally contribute to being a more effective governing body. The table below summarizes their responses.

	What I enjoy most	What frustrates me most	I contribute..	This governing body does X extremely well	To be more effective, this governing body could...	I plan to....
Tim Reazin	I can fulfill my purpose. I am able to work with Barack. It's neat to see his abilities and skills grow and has helped us grow. I enjoy that my kids see what I'm doing.	The process. I want to see each of our visions completed. In the past we haven't had the planners to work together to make things happen.	My history and knowledge "spit balling"	Support Barack really well as a commission; we support staff. We are trying to make the employees happy.	Communication is important; how do we fund it? We need to be out in the community.	To talk to more kids about city issues, encourage them to vote
Tim Bruce	Use my everyday knowledge to help city and commission. I appreciate being able to bring a different view to the commission.	I am in a lot of different positions in the community. There is a lot more opportunity to have conflicts of interested. It's me trying to move the community forward. It's frustrating to try to dance the line.	Private side perspective. Roberta will help with that.	We communicate well, listen, work through things. Usually by the time we get to deciding, we are as one unit. An understanding of what we all bring.	Educated about what we are planning to vote on; we have big things on the horizon.	Continue to be involved where I can be involved. Passion to fulfill vision

Ruth Hughs	I've always worn lots of hats. This hat gives me open access to things I've not done. For example, being a member of the chamber of commerce.	I understand the value of baby steps because we have to do it right. I have had to ditch a goal of mine. Knowing that things will fall in place.	I can only make good decisions when I have the information that is critical. Knowledge is critical to doing this job. With that knowledge my vote is valued.	We haven't always been this type of governing body. We don't have to agree but we still respect each other.	Could do a better job of being informed about what we're voting on; being more visible in activities; we need to be using our capital in a positive way	Keep up my involvement; senior foundation is a priority.
Jolene Born	Pretty transparent team. For each other and for the community.	My own personal frustration...make sure I have time for each hat. I dedicate as much time as I can. And I hope it's quality v quantity	I want our town to pretty, be inviting, safe.	I can go to anyone of these people and discuss issues. If they didn't agree, they would politely tell me so. If they agree, they'd help me get things accomplished.	More of our positive energy should be publicized	I have to figure out how to integrate being on the commission better with daily activities. Also shop more in town.
Roberta Lehmann	The ability to make a difference and see the change on the bigger vision that is happening.	Fly by the seat of my pants. These guys are going to hold be back and be accountable.	My love for Eudora...when I make a decision it will always be best for the community	This body works out the details, and make sure that it's done right. We are going to make sure to pass on Eudora better than we found it.		Learn a lot; become more confident in role; be more mindful of being community

Understanding the Current Environment

City Manager Barack Matite shared achievements from the last year as well as potential initiatives going forward. The governing body then identified successes as well as lessons learned, as are outlined in the following table.

Successes	Lessons Learned
Casey's	We are not an "employment agency."
Ambulance	Do it right the first time
Increased professionalism of staff	Have your "ducks in order"
Public works facility improvements/organization	Keep the broader vision in mind.
Studies to guide decision-making	
Plan implementation, i.e. street improvements	
Parking at L.K. park	
¾ -cent sales tax and 4 mills	
Restructuring stormwater utility fee	
Lack of failure	
Leslie's position	

The commission adjourned after this discussion and agreed to come together at a following date to consider its vision, critical success factors and goals for the future.

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Eudora City Commission

March 3, 2020

1

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Retreat Goals

- Strengthen the working relationships among members of the governing body
- Review vision and critical success factors
- Establish new priorities

2

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Commission-Staff Roles

Based on the research and writing of:

Dr. John Nalbandian
Professor of Public Administration, University of Kansas
Former Mayor and City Commissioner, University of Kansas

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- What I enjoy most about being on this governing body is...
- What frustrates me most about the process of governing is...
- What I contribute to the decision making process of the governing body is...
- I think this governing body does _____ extremely well.

4

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Characteristics of Effective Governing Bodies

- Willingness to address difficult issues – the “big picture” problems facing the community.
- Ability of the governing body to deal with the issues as a team
- Effective relationships with staff

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Obstacles to Success

- Working conditions
- Perspective of Staff
- Competing values

There are no right or wrong answers for competing values. They involve difficult choices, which can lead to conflict.

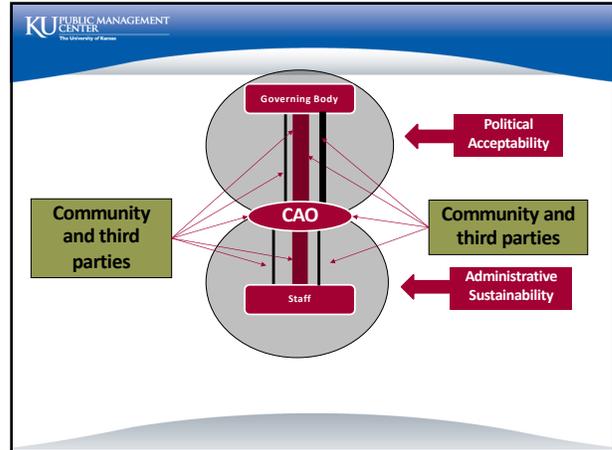
6

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Working in the Gap

- A gap exists and is growing between what is politically acceptable (what we want to do) and operationally sustainable (can we do it)
- Working the gap is facilitated by understanding that politics involves choices among conflicting values—no value profile is best
- And that politics and administration involve more than different behaviors; they are different ways of thinking

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Competing Values

- Representation/Participation
- Efficiency/Professionalism
- Social Equity
- Individual Rights

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[Cups and Community Building](#)

The image shows the cover of a book titled 'NALBANDIAN -ISMS: SOUNDBITES OF WISDOM FOR THOSE WHO GOVERN VOL. #1'. The cover features a cartoon illustration of a man with glasses and a beard, wearing a suit and tie.

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Helping the Senior Cross the Road

The Staff Perspective

The image shows a pedestrian crossing signal with a red hand icon and the number 23, indicating a 23-second crossing time.

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Helping the Senior Cross the Road

The Council's Perspective

The image shows a street crossing with a bus, a person in a wheelchair, and a person with a shopping cart, illustrating the Council's perspective on senior citizens crossing the road.

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Characteristics of Politics and Administration

	Political Acceptability		Operationally Sustainable
Characteristics	Politics		Administration
Activity	Game/allocation of values		Problem Solving
Players	Representatives/trustees		Experts-trustees
Conversation	"What do you hear?" <ul style="list-style-type: none"> • Passion • Dreams • Stories 	CAO and Senior Staff in the GAP Electeds*	"What do you know?" <ul style="list-style-type: none"> • Data • Plans • Reports
Pieces	Intangible: Interests and symbols		Tangible: Information; money, people, equipment
Currency	Power (stories), loyalty, trust		Knowledge (deeds)
Dynamics	Constructive conflict, compromise, change		Predictability, cooperation, continuity

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Bridging the gap is essential

Role of translator/bridge builder is critical

Good politics is about values, not right answers – stories matter (convey values)

Do not ignore any value over time; it will come back to haunt you

Democratic process is "messy"

Politics/administration = ways of thinking

Aligning governing body/staff expectations is crucial

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Upon further consideration...

- In the coming year I plan to _____, to help make this governing body being an (even more) effective body.
- I think this governing body could do a better job of _____

15

To: Mayor and City Commissioners
From: Barack Matite, City Manager
Date: Friday, June 12, 2020
Re: Framing key Issues/Projects

Commission, in anticipation of our conversation on June 16, 2020, I have summarized the issues/projects that I think we will need to discuss in depth. I have provided some of my thoughts and ideas of what we can do but also posed some questions for us to think about as we will discuss the issue(s). The most critical task for any governing body is understanding the nuances/complexities of issues/projects, prioritizing the issues/projects, deciding what to focus on, and allocating the resources for staff to accomplish them. We cannot do all this at this meeting. Today's meeting is on big picture and being able to prioritize.

The follow-up generative conversation meetings will be for us to frame the problems/issues/projects first. It will be a conversation to get an understanding of what everyone thinks about these issues/projects and allow everyone to offer their thoughts/ideas. This meeting is meant for us to talk out loud about the issues/projects and know what everyone is thinking.

I will recommend we have a follow-up meeting like this so that we can prioritize what is important and focus on that.

1. Nottingham Property

Description of the project/issue:

- City purchased this property from the School District for \$950,000 (includes closing costs) using 4-year temporary notes. The goal was to ensure that we redevelop the property within 4 years.
- Had an exclusive predevelopment w/CBC but it has since expired. The city is open to having conversations with any developer who is interested in redeveloping the site. We are continuing conversations with CBC and a prospective anchor tenant.
- No specific timeline is available as to when this property will be developed. We are still optimistic that it will be developed by 2019.
- The property is in a TIF District. The Commission has expressed and understand that incentives will be needed for this project to be feasible.

What to do (options):

- Demolish the existing building to make it ready for development. The cost for demolition will be incurred by the city and is TIF reimbursable. This option will require the city to find the funding for demolition. Funding options include, general fund (4 mill? Or operation?) & debt. [CBC had estimated that it would cost them \$300,000 to demolish the building. I am not sure if this is an exact cost].
- Continue to work with CBC to find an anchor tenant?

- ***The city moves forward to develop the property i.e. becomes the developer. This option has pros and cons.***
- Contract with a developer to be the owner's representative for this property/project. They would proactively work to get all the pieces of the puzzle together (developers, tenants etc.). There are costs associated with this option as well and no one knows how long it may take. [the cost can be a monthly fee then a bonus is provided if the project moves forward].

Challenges:

- Getting an anchor tenant [some tenants have interest but want to know if/when the anchor tenant will locate in the development].
- Funding the demolition if we do this
- Continued deterioration of the building. It becomes a major blight. Addressing safety issues that come up when kids (&/or adults) trespass.
- Mowing the Nottingham site after demolition.

Update:

- **The planning commission approved the development plans.**
- **We have pending issues with two tenants.**
- **Infrastructure costs are increasing, and team members are getting concerned about budget, scope, and timing**
- **Looking at options of paying for the infrastructure cost without adding a tax burden on residents**
- **Doing it right the first time. What if we cannot do it?**
- **Factors outside of our control e.g. COVID -19, change in economic condition**
- **Community expectations**
- **Acquiring the residential home at the site**
- **Timing**
- **Cost Share Grant Program and other KDOT Programs as options for funding**

2. 827 Main Street

Description of the project/issue:

- The city acquired this land in 2015.
- The goal was to work with [KU's Studio 804](#) and redevelop the property to a commercial or a mixed-use development.
- It cost the city about \$20,000 to acquire the property. This cost included legal fees, filing fees, appraisers, owed taxes, court fees, etc.
- The land is currently valued at \$20,000.

What to do (options):

- Sell it to Mr. Kenneth William. (He lives next to the property and has asked to purchase the property from the city so that he can turn into his backyard for his grandkids.)
- Work with Studio 804 to turn it into commercial development
- Work with the owner of the car wash, Mr. Richardson (the person who owns the D-Dub property) and D-Dubs to address the parking issue at that location.
- The city can purchase Mr. Kenneth William's property and work with all the parties above including Studio 804 to redevelop the whole area. That corner needs a lot of work and this would be a great opportunity to explore some options.
- Issue an RFP and then see what someone/firm/developer will propose to do at that location.
- Do nothing and hold on to it.

Challenges:

- The challenges will largely depend on the option(s) selected. Each may be unique.

Update:

- **We have a vision of what we want to do**
- **We will need to find partners and the resources to fulfill the vision**

3. Old Public Safety Building

Description of the project/issue:

- This building became vacant when the city built the new public safety building at 930 Main St.
- There were no definitive/concrete plan(s) for what to do with the building when the city was planning to build the new public safety building
- It is currently being used by Public Works, Historical Society, and the Eudora Township Public Library
- The building is currently valued at about \$330,000.

What to do (options)

- The best use of this property is to turn it into a commercial property so that it can generate some revenue for the city. That is, turn it to the private sector so that it can become a taxable property.
- Sell the property to an individual/firm/developer etc.
- Issue an RFP to let people propose what they would do with the property.
- Combine it with the 827 Main St. building and redevelop it with various stakeholders

Challenges:

- Challenges vary depending on which option is selected.

Update:

- **Working with a buyer – Buyer withdrew their offer to purchase the property**
- **Spur economic development**
- **What to do with the infusion of one-time cash – this will not occur at this time.**

4. New Public Library (& New City Hall?)

Description of the project/issue:

- The library board is planning to construct a new library. No exact timeline is in place as to when they will proceed to build it.
- The city commission will more than likely be requested to support and approve a mill increase for the new library if the current funding structure remains the same. Annually, the commission will be approving the library board's mill levy request.
- The board has an ongoing capital campaign to raise private funds for the construction of the new library. The private donations will not be enough to fund the construction of the new library.
- The current conceptual plan of the new library shows a one level building. I'm not sure if this is or will be the final design.
- There is some "chatter" about the city and the library board collaborating to build one building.

What to do (options):

- The talk of a new library has led to some interest in a new city hall. The thought of combining the new library and a new city hall is very attractive but timing may not be ideal.
- Is the city commission interested in pursuing this idea? Do we want to discuss this idea and give staff direction? If yes, what are our other opportunity costs?

Challenges:

- Money to fund the new library
- Money to fund the joint library and city hall building
- Maintenance costs
- Competing priorities and/or other needs such as infrastructure
- Timing
- Is it a good public policy?

Update:

- **New leadership**
- **New entity with taxing authority**
- **Helping them succeed after SB 59. What we are doing has to be limited.**
- **Can there be opportunities to work together? They need to figure things out first.**
- **The new library is probably a couple of years away. The tax referendum will be tough if there are multiple competing agencies going asking for more money from the same pool of people.**

- **A New City Hall would be great, but it is not a priority at this time.**

5. Congestion at the High School

Description of the project/issue:

- Eudora Middle School and Eudora High School are both south of K-10. Most of the students live north of K-10 and drive to school.
- The congestion at the high school is caused by the sheer number of vehicle traffic in the morning and in the evening entering and exiting the high school while northbound and southbound traffic on Church Street is high as well.
- This issue last for about one hour each day in the morning and in the afternoon during the school year.
- The school has requested assistance from the city with this issue. We have tried a few things (officers at the intersection, a four-way flashing light etc.) to ease the congestion but nothing permanent has been proposed yet.
- Two traffic studies both funded by KDOT have indicated that the warrants do not meet the threshold to install traffic lights at the intersection. KDOT requires such studies if they are to provide funding for such projects.
- Both studies proposed alternate solutions that included the creation of other entrances to the high school and a roundabout. These proposals vary in costs. I will share this at the meeting.

What to do (options):

- We currently do not need another traffic study. I suspect that if a study is done, the results will be the same.
- We could move forward with one of the proposals suggested in the previous studies. This includes a roundabout at the intersection or another entrance/exit at the high school. The roundabout is about \$800,000.
- We are currently looking at what the impact would be to the future road network if the roundabout is constructed.
- Hire an officer/security guard to direct traffic at that intersection

Challenges:

- Cost – both short-term and long-term solutions may be expensive
- The urgency of now vs. what is the best long-term solution
- Cost-sharing – depending on the solution, the county and the school may or may not participate
- Competing priorities/projects
- Time

Update:

- **Although we've discussed it with the School and have decided to not do anything due to cost at this time, it will continue to be an issue and it will be a nightmare as we continue to grow and as kids get to high school. It is only a matter of time.**
- **We will need to solve the pedestrian north/south divide. We must get a safer way for residents to get across K-10.**
- **Growth is also mostly occurring on the south side so we may have to deal with this sooner rather than later.**
- **This adds pressure for us to get Nottingham right the first time.**

6. A New Community Center?

Description of the project/issue:

- The community has outgrown the current community center (anecdotally, that is what some people are saying)
- This was something that has been mentioned various times in passing when we have discussed other issues/projects such as Nottingham & Community Survey, but we've never talked about it as an agenda item.
- The Commission has yet to explicitly indicate that this is something that they all would like to pursue
- Citizens did express the need for adding improvements to our existing facilities e.g. indoor pool, pool amenities such as loungers etc.

What to do (options):

- A discussion will need to be had to determine if this is something the Commission has in mind and would like to pursue
- We either think of expanding/building on the existing recreation center and outdoor space or decide that a new location is needed
- If a new community center is needed, will it be at a different site? Where will the new location be?

Challenges:

- Funding (constructing, staffing, and maintaining a new facility will not be cheap)
- Competing priorities
- Timing

Update:

- **We will continue to use this facility for the foreseeable future. That being the case, we will be investing money to maintain it and keep it running.**
- **Staff will likely propose improvements. Challenge will be funding them and sustaining the funding stream.**

- **Debt payment for the community center and pool will retire in 2026. This is the 50 cents sales tax that was passed for the construction on the building and the pool.**
- **What will happen to the sales tax? Let it expire or ask residents to renew? If so, for what? New community center?**

7. Parks and Recreation Master Plan

Description of the project/issue:

- The Parks and Recreation Master plan was developed in 2012
- We are slowly implementing the plan
- ¾ cent sales tax was passed in 2015 to fund the plan and other capital improvements. It is not much, now, but it will help us aggressively complete key projects.
- The plan has competing projects that we need the commission to narrow down. i.e. CPA Park improvements, Lucy Kaegi improvements, community center improvements, sports complexes, sidewalk, and trail improvements etc.

What to do (options):

- We cannot do everything in the plan at the same time.
- Fix what we currently have in all the parks according to our standards and then focus on new construction
- Select a few projects according to the feedback from the survey and focus on that e.g. pedestrian connection throughout the city

Challenges:

- Prioritizing
- Funding
- Time

Update:

- **A lot has been accomplished with the funding stream that we have had.**
- **Staff will keep working the plan with the resources that we have.**
- **How and what we prioritize will continue to be important. They will shift based on various factors.**

8. Comprehensive Plan

Description of the project/issue:

- The city's current comprehensive plan was adopted in 2003.
- This is a document that is developed as a policy guide to decisions about the physical development of the community.

- Since its adoption, the community has changed in a lot of ways – population size, demographics, etc.
- Because of these changes, it would seem as if it is proper to do something to the existing comprehensive plan

What to do (options):

- Update the existing comprehensive plan
- Develop a new plan by building on what we have
- Continue with the existing plan for xxxx years then develop a new one.

Challenges:

- Time*
- Funding*

Update:

- **We are currently in the process of working on a new comprehensive plan**
- **We are receiving great feedback**
- **Community support and participation has been wonderful**
- **From the initial survey results, there is nothing that has surprised us**
- **I look forward to the final plan**

9. Infrastructure

Description of the project/issue:

- It goes without saying that in general, throughout the city, we have infrastructure issues that we must address. These issues include streets, sidewalks, storm water, electric, water, wastewater, etc.
- There are issues that have plagued the community and the organization for a very long time. We cannot seek to blame those who were here before us, we must accept our responsibility for the future.

What to do (options):

- Doing nothing is not an option
- Assemble all infrastructure projects/issues
- Prioritize the infrastructure projects/issue
- Aggressively fund proposed infrastructure projects – either in designing them or constructing them
- Seek grant funding for major projects that we know we cannot do on our own
- Develop an overall infrastructure improvement strategy

Challenges:

- Managing community expectations
- Prioritization
- Funding the projects
- Time
- Staff capacity
- Dealing with unforeseen infrastructure emergencies

Update:

- **Completing the citywide comprehensive infrastructure plans was the best things we could have done. Now we know most our infrastructure issues and how to start planning.**
- **Staff has been updating the CIP. Next conversation with you will be a comprehensive work session on each of the infrastructure for staff to share the plan.**
- **Funding these infrastructure issues will be a major issue. We will work to develop a strategy that we would work on each year as only raising rates will not get them done.**
- **We will continue to need utility rate increases to pay for and maintain the utility systems**
- **We will do a citywide stormwater study in 2020.**
- **Our goal is to have the studies somewhere so that everyone if the organization knows that we have done the studies so that we do not end up doing another study when we have staff transitions.**
- **We will work to provide a digestible version of the infrastructure report for the public. We need them to know what we are dealing with and what we see as issues and what our plan is. We will need their support.**
- **Changing how we calculate the stormwater utility fee was huge for the community**

10. South Sports Complex

Description of the project/issue:

- With the impending development of the Nottingham property, the goal was/is to construct another site that will be used for youth sports in our community.
- The Nottingham site is currently being utilized for such sports but when the site is developed, there will be a need to find another location.
- The land between the high school and the middle school will be an option for the new sports complex. The commission agreed that this is a suitable and preferred location given the availability of land and parking space that's available and opportunity to share the facility with the school district.
- The city hired a consultant to develop the design and get the construction estimates. Staff used the design and estimates to seek a Land and Water Conservation Fund Grant. (The city was not awarded the grant.)

- The consensus was to use a piece-meal approach in executing the construction of the complex. The phased approach seemed prudent because of how much it would cost to build the whole complex.
- Since the grant was not awarded, commission and staff should discuss and develop a strategy to move forward

What to do (options):

- Proceed with the construction of the sports complex in its entirety – we would probably issue G.O bonds and pay the P&I using revenues from the ¾ cent sales tax.
- Proceed with the construction of the sports complex in phases – we would start with grading and seeding then other phases will be completed at a different time. Given the cost of these two phases, we would probably use what we have saved thus far in the CIP fund (¾ cents)
- Sign an agreement/MOU with the school district allowing us to use their land to build the sports complex. We would then put about \$150,000 in a sports complex fund each year for as long as we can as the kids continue to use the Nottingham site. The pressure to do something now will not be there if the Nottingham site is not developed. Construction of the sports complex would begin as soon as we knew that we would be moving forward with the construction of Nottingham.
- There are pro and cons with each option stated above.

Challenges:

- Time
- Funding (what we have currently in the fund is not enough to do it all. Financing anticipates revenues coming in. If we do not get the sales tax revenues, what do we do? Raise taxes?)
- Managing community expectations
- Maintenance costs e.g. personnel, equipment etc.
- Cost-sharing w/school district and other entities?
- Additional amenities added to the complex

Update:

- **We discussed this with the School District and developed a plan. We have been saving funds since 2018 to start construction of Phase 1.**
- **Staff has been assessing previous plan and discussing next steps.**

11. New Public Works Site

Description of the project/issue:

- As we continue to grow and professionalize the organization, the need to improve our facilities arises.

- Each year the public works director proposes/requests funding for additions or improvements to existing buildings. The amount of money seem too much that it makes more sense to invest in a new facility than to put good money after bad.
- This facility has never been part of a larger conversation, but I think we should not ignore it.

What to do (options)

- Start talking about it and make it part of our facility improvement assessment
- Start talking about where an ideal location for the new site should be or ought to be
- Hire a consultant to do a site analysis
- Include it as part of the conversation as we discuss what to do with the old public safety building, new city hall/old city hall etc.

Challenges:

- Funding
- Time
- Pressure to improve existing building
- Other competing priorities
- Managing staff expectations

Update:

- **The water infrastructure report that we received for the most part recommended that we build a new water treatment facility. A preferred site was suggested.**
- **With the relocation of the water treatment plant, the entire public works site will need to be located. Having a centralized location is ideal for obvious reasons.**
- **Before acquiring the land or any land, we will need to find out if it is ideal for the City's needs and at least investigate its viability.**
- **We will need to proceed quickly but cautiously as we do not want to disclose to the owner(s) that the City has interest in buying their land. It may or may not work in our favor.**

12. Annexation

Description of the project/issue:

- There is always some desire to expand the city boundaries. Strategically, this will be good for the city to expand our tax base. Most people in close proximity to the city already use most of the city services and facilities/infrastructures yet they do not contribute to the cost of maintenance of those infrastructures.
- Annexation into the city has always been voluntary and at times due to lack of water. That is, a resident's well runs dry and they need city services. As a result, they petition the city to annex them.

What to do (options):

- Continue with the current practice and allow residents to be annexed as they petition the city
- Proactively reach out to property owners who are surrounding the city and discuss the possibility of them being annexed into the city. We would discuss the benefits of them being annexed into the city and attempt to understand why they would not want to be annexed into the city.

Challenges:

- Resistance from property owners
- The funding to extend the infrastructure to the newly annexed areas (this can be financed through bond &/special assessments)
- Timing
- Managing expectations (the property owners may think that we will immediately provide with the infrastructure improvements)

Update:

- **With the completion of the UGA issue, we will need to annex the islands that are surrounded by the City.**
- **We will need to discuss how we strategically annex land into the City limit**
- **With the RWD#4 issue resolved, we will be able to annex and work well with existing board leadership on issues of annexation.**
- **We have paid the 12k for the four customers that were an issue that led to the lawsuit.**

13. Personnel (staff)

- The organization is changing.
- The expectations from commission are high and I do not see that changing. I have high expectations as well and expect staff to step up and improve their performance.
- The citizens expect more from the organization and they are willing to pay for a better quality of life [maybe not all but most. Am I wrong?]
- Department head – for some to improve their performance, we must invest in them.
- The second in command in each department need to have adequate training to be able to improve their own performance and to be able to develop the skills and knowledge to be a department head.
- How do we address recruitment and retention?
- Employee wages and compensation should be reviewed to make sure we are still competitive in our market. Can we be competitive? How much are we willing to pay given the resources that we have.
- Are we asking our existing staff to do too much yet they need more help?

- Do we need additional staff in certain departments? For instance, PD, P&R, Fire, Public Works, Admin etc.
- Residency requirement for the department heads; should we review this requirement and change it?

Update:

- **We have increased the City's share to help offset employee family health insurance premium**
- **We have a great health insurance and we will work to keep it until we cannot afford or sustain it.**
- **We have been lucky to have hired great department heads. They are working to professionalize their departments**
- **Residency requirement will continue to be a challenge.**
- **Pay will continue to be a challenge.**
- **All departments struggle to retain employees. Some retain them a lot longer than others.**
- **We will continue to invest in our employees. They may leave but we hope even if they do great things while they work for the City. We will wish them well and know they will be great in their next adventure.**
- **Department heads are saying they need help. Their employees need help.**
- **We are working on leadership at all levels**
- **Retirements will happen in the near future**
- **What happens when/if employees say enough is enough?**

14. New Industrial Park (part of what the future of Eudora looks like)

- Do we as a city need to purchase land to attract industrial businesses?
- Where would be next industrial site be in Eudora? This ought to be part of the conversation when we talk about what Eudora looks like in 10 -20 years.

15. Innovation

- Electric generation/Solar farm
- City-run internet (Fiber) service as a utility
- Autonomous vehicles
- **Leadership at all levels**
- **Balancing the need to look into the future and the present**
- **Growth management: community will grow how do we prepare**
- **Hybrid or Electric vehicle added to city fleet**

16. Political stability

- **City Commission**
- **State suppressing local control**
- **Facebook vs. City Hall**
- **Disinformation**

2020 Initiatives

- Nottingham
- Grants: CDBG, KDOT, KDWPT
- Streets program – bids came back favorable and the city will do more projects this year
- UGA – we plan to have an agreement by the end of this year
- Assisted Living grand opening was held on June 2nd.
- Bluejacket Trail – grant was awarded, and trail will likely be completed this year
- Lucy Kaegi trail – grant was awarded. Project will likely be completed this year
- 2020 Budget
- 2021 Budget – this is in progress. We need to block potential dates for the work session in July.
- South Sports Complex
- Sales tax audit – David submitted an appeal. We are waiting to hear back
- Land for Water treatment plant and public works facility – I am working with Vieste, LLC on a preliminary feasibility analysis.
- Leadership at all levels
- Continued staff development
- Adding capacity as needed
- Generative conversation about some of the challenging issues we are faced with today and tomorrow
- Working the plans that we have.
- Adopting the state’s property tax transparency law - this bill was vetoed by Governor Kelly.
- Modern Manufacturing - manufacturing company expanding their operations to Eudora from Canada. Public hearing on IRB request will be on June 22 Commission meeting.
- Comprehensive plan update will be completed later this summer.

To: Mayor and City Commissioners
From: Barack Matite, City Manager
Date: Friday, June 12, 2020
Re: Updated organizational milestones

In April 2019, I provided a memo that highlighted some of the organizational milestones. These accomplishments included issues/policies/projects/programs etc....that have come before you or you have been a part of, from their conception, implementation and evaluation in one way or another.

This current memo is an update and includes what I may have missed or what we accomplished since April 2019. As a reminder the list below is not in any order and looks at things from 2013 to date. There are many things we could include but I only focused on the ones I considered major. I am certain that I have left some out. This document was updated in preparation for the upcoming 2020 City Commission strategic planning retreat to be held on June 16, 2020.

Personnel

- Hired a City Manager
- Hired a Police Chief
- Hired a Public Works Director
- Hired Assistant to the City Manager/Assistant City Manager
- Approved a new code enforcement position
- Approved the assistant Fire Chief position
- Approved an administrative services analyst position in the City Clerk's Office
- Approved an administrative position in the Police Department
- Approved a Parks and Recreation maintenance position
- Approved the City Manager's Office intern position
- Approved a permanent part-time weekend position in the Fire Department
- Approved a new police officer position
- Approved a detective position
- Approved IT administrator position
- Approved a new Public Works maintenance, now field operations worker position
- Worked with Eudora School District to created/fund a new School Resource Officer position
- **Hired a Director of Parks and Recreation**
- **Approved volunteer firefighter holiday incentive compensation**

Policies and Programs

- Approved Charter Ordinance 17 creating the Commission-Manager form of government
- Approved electric parallel generation policy
- Updated employee handbook to abide by state regulation on conceal and carry
- Approved a special events policy
- Approved a contractor's licensing policy

- Continued funding for Downtown and Residential improvement grant program
- Approved Smoking in the park and E-cigarette Regulations
- Approved Off-street parking regulations (RVs etc.)
- Added curbside recycling as a service
- Developed a street maintenance and improvement program
- Approved a disposal of surplus property policy
- Funded the Classification and Compensation study and its implementation [employees are being paid at market minimum and above]
- Approved a special benefit district policy
- Renamed Eudora Parks
- Adopted new building, fire and electric codes
- Conducted a cost of service electric study and developed a new rate structure
- Created a weekly electronic newsletter and monthly utility bill insert to keep residents informed
- Provided the initial investment for the Great Kaw Adventure Race
- Approved an interlocal agreement with Eudora Township to fund the Eudora Township Public Library
- Approved a tax increment financing district for the Nottingham site.
- Approved new City logo and banners
- **Approved the facilities naming and donation policy**
- **Worked with various stakeholders to pass Senate Bill 59 creating the Eudora Community Library District**
- **Provided letters of support and opposition of bills impacting local government to the League of Municipalities.**
- **Approved electronic bill notification policy**
- **Approved charging the residents outside the City limits the same electric utility rate as those within the City limits**
- **Passed a Joint Resolution establishing the Eudora Community Library District**
- **Worked with the Planning Commission to define and approve Eudora Urban Growth Area (this is yet to be finalize)**
- **Approved fee schedule update which include changes in how the SUF (stormwater utility fee) is calculated**
- **Approved the relocation the brush dump site and implementation of the pilot program to service options for service provision**
- **City limited the types of credit cards it accepts for payments. The city now only accepts Visa and Mastercard.**

Capital Projects

- Eudora South Trail: Phase I and II partially funded by KDOT grant, Sunflower Foundation grant and Eudora Schools [for Phase I].
- Eudora Elementary Trail: partnered with Eudora Schools and Sunflower Foundation
- Asher Cohn Park formally known as "Shadow Ridge" Park constructed

- Developed a street improvement program and aggressively funding it each year
- Conducted a sidewalk inventory and developed an improvement plan and funding it each year [\$100,000 or as budget allows]
- Constructed a new Public Safety Building for Police, Fire and Municipal Court
- Constructed an entry sign off K-10 Highway.
- **Completed the construction of the entry sign by 10th and Cherry St.**
- Transitioned power suppliers: From Westar Energy to KCPL. [Favorable rate from KCPL]
- Completed the Advanced Metering Infrastructure (AMI) project. Replaced all mechanical water and electric meters.
- Upgraded the City's enterprise system. i.e. Incode, [commonly referred to as Tyler]
- Developed a capital improvement plan [it's regularly updated; it includes all infrastructures]
- Updated the City's website
- Worked with a consultant to create a vision for South Sports Complex.
- Developed a plan to develop and fund South Sports Complex
- Implemented various components of the Parks and Recreation Master Plan e.g. park upgrades, park signs, Bluejacket Park trail upgrade etc...
- Added a new park in our park system ["Acorn" Park]
- Worked with Studio 804/Dan Rockhill to develop a vision for the 9th and Main St. Currently working with interested party to fulfill part of that vision
- Approved and continue to fund well and water tower maintenance program
- Outsourced mowing work that could not be completed by city staff due to capacity
- Worked with Douglas County and Eudora School District to find a long-term solution to the congestion at the High School. The three entities funded an engineering study that recommended a roundabout but due to cost, this issue was put to rest at this time
- Approved funding electric, water and wastewater infrastructure studies
- Worked with multiple partners to get a pedestrian bridge across K-10. This effort is still ongoing.
- **Received water, electric and wastewater infrastructure report. Staff has been working on using the information from these reports to update the CIP**
- **Construction of Lucy Kaegi Park was completed**
- **Nottingham was demolished and site made ready for development**
- **Construction of Well #10 was complete**
- **Bid for the Winchester water line project was approved. Construction to occur in 2020.**
- **Completed the installation of wayfinding signs**
- **Resurfacing and painting of the pool is underway following the repair of the leak.**

Other Project and Initiatives

- Worked with various stakeholders to bring an ambulance to Eudora [this has proved to be a tremendous asset to our community as response time has significantly dropped].
- Purchased the Nottingham site from Eudora School District. Worked with developers and tenants to redevelop Nottingham property [this is still ongoing]
- **City is moving forward to fund the infrastructure costs for the Nottingham project**

- Signed a pole attachment agreement with MIDCO to compensate the city for their use of city-owned poles. [No attachment agreement existed before]
- Continued funding the Eudora Chamber of Commerce part-time position
- Helped found various community groups e.g. Parks and Recreation Foundation, Senior Foundation, Convention and Visitor's Bureau (CVB).
- Provide support to these community groups in various ways including funding
- Worked with the County to fund our partnership with Buxton.
- **Continued funding the publication of Discover Eudora Magazine**
- Worked tirelessly to amicably resolve legal issues with Rural Water District (RWD) No. 4.
- **Signed an asset purchase agreement with RWD #4 thus ending the 10+ years of legal and territorial disputes**
- **Support the Eudora Community Museum – the city currently treats this building as municipal building.**
- Worked with various community groups to pass the $\frac{3}{4}$ cents sales tax to implement various aspects of the parks and recreation master plan and citywide capital improvements
- Developed a tentative sales tax spending plan that is currently being refined/updated
- **Approved 4 mill** to fund the Capital Improvement Program
- Approved the purchase of a new fire engine
- Continuously fund the police vehicle replacement plan
- **Signed a master development agreement with CBC Real Estate Group to redevelop the Nottingham site**
- **City signed a professional service agreement with Vieste, LLC to assist with the City's economic development efforts which are not limited to Nottingham**
- **City approved Gordon CPA, LLC to conduct the City's annual financial audit**
- **Approval of the 2020 budget which included an increase in employee wages and funding for projects and equipment for various departments**
- **City was awarded a KDOT grant to fund the construction of Bluejacket Park Trail project**
- **City approved a real estate purchase agreement with Casey's General Stores, Inc. for a pad site at the Nottingham development**
- **City submitted a grant application to Kansas Department of Wildlife, Parks and Tourism seeking funding for the Lucy Kaegi Trail project**
- **City considered an offer from the Musick Group to purchase the old public safety building – they Musick Group withdrew their offer. They have acquired the "Dirty Dogs" and plan to open this summer.**
- **City signed a franchise agreement with Kansas Fiber Network**
- **City welcomed Lois Hamilton when she visited Eudora**
- **Though not awarded, City submitted grant application to KDOT and KS Department of Commerce to fund**
- **City submitted an Application to Serve to Kansas Corporation Commission for the transfer of 23 Evergy customers to be served by the City.**
- **City approved 2018 International Building Codes**
- **City worked with the County to share the cost (50/50) of acquiring a new EMS vehicle.**