

## **City of Eudora Modified Public Meeting Procedure**

The City of Eudora will hold a special City Commission meeting on Tuesday, August 18, 2020 beginning at 6:00 P.M. Due to the concerns of spread of COVID-19, the City Commission meeting will be held at City Hall but some city commissioners may participate 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#

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  
August 24, 2020  
Eudora City Office  
4 East 7<sup>th</sup> 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 August 10, 2020 Eudora City Commission meeting**
  - B. Consider minutes of August 18, 2020 Eudora City Commission special meeting**
  - C. Consider warrants against the City of Eudora**

**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 Ordinance 1111, a Home Rule Ordinance of the City of Eudora, Kansas, Approving the 2020–2025 Master Capital Improvement Plan for the City, including plans for certain infrastructure and site work projects and the financing thereof**
  - B. Consider Resolution 2020-08 authorizing the offering for sale of taxable general obligation temporary notes, Series 2020-A**
  - C. Consider Downtown Grant application for 706 Main Street**
  - D. Friends of the Kaw Update**
  - E. Consider contract for engineering services with BG Consultants, Inc.**
  - F. Consider Proclamation declaring September as National Preparedness Month**
  - G. Consider Proclamation remembering 09/11/01**
- V. Mayor & City Commission comments**
- VI. City Manager & staff comments**
- VII. WORK SESSION:**
  - A. None**
- VIII. EXECUTIVE SESSION:**
  - A. Non-elected personnel**
- 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. 7<sup>th</sup> Street  
Eudora, Kansas  
August 10, 2020  
6:30 pm

Call to Order

Mayor Tim Reazin

Vice Mayor Ruth Hughs attended virtually

Commissioner Jolene Born attended virtually

Commissioner Roberta Lehmann attended virtually

Commissioner Tim Bruce

Quorum noted.

Pledge of Allegiance was recited.

Changes or additions to agenda

**Vice Mayor Hughs moved the City Commission approve the agenda**, motion seconded by Mayor Reazin, all ayes, motion carried, 5-0.

**Mayor Reazin moved the City Commission recess to Executive Session for Consultation with an attorney deemed privileged in the attorney-client relationship for 20 minutes and return to the meeting at 6:50 pm**, motion seconded by Vice Mayor Hughs, all ayes, motion carried, 5-0.

Mayor Reazin brought the meeting to order at 6:50 pm.

**Mayor Reazin moved the City Commission recess to Executive Session for Consultation with an attorney deemed privileged in the attorney-client relationship for an additional 5 minutes and return to the meeting at 6:55 pm**, motion seconded by Vice Mayor Hughs, all ayes, motion carried, 5-0.

Mayor Reazin brought the meeting to order at 6:55 pm.

**Mayor Reazin moved the City Commission recess to Executive Session for Consultation with an attorney deemed privileged in the attorney-client relationship for an additional 10 minutes and return to the meeting at 7:05 pm**, motion seconded by Vice Mayor Hughs, all ayes, motion carried, 5-0.

Mayor Reazin brought the meeting to order at 7:05 pm.

**Mayor Reazin moved the City Commission recess to Executive Session for Consultation with an attorney deemed privileged in the attorney-client relationship for an additional 8 minutes and return to the meeting at 7:13 pm**, motion seconded by Vice Mayor Hughs, all ayes, motion carried, 5-0.

Mayor Reazin brought the meeting to order at 7:13 pm.

**Mayor Reazin moved the City Commission direct City Manager Matite to discuss with the Nottingham Development Team the option of Construction Manager-as-Advisor as a project delivery model for the Nottingham Project**, motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

**Mayor Reazin moved the City Commission recess to Executive Session for preliminary discussion relating to the acquisition of real property for 10 minutes and return to the meeting at 7:23 pm,** motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

Mayor Reazin brought the meeting to order at 7:23 pm.

**Mayor Reazin moved the City Commission recess to Executive Session for preliminary discussion relating to the acquisition of real property for an additional 10 minutes and return to the meeting at 7:33 pm,** motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

Mayor Reazin brought the meeting to order at 7:33 pm.

No action taken.

Consent agenda items

- A. Consider minutes of July 27, 2020 Eudora City Commission meeting
- B. Consider warrants against the City of Eudora
- C. Consider July Police Department report
- D. Consider July Fire Department report
- E. Consider 2<sup>nd</sup> Quarter Treasurer's report

**Mayor Reazin moved the City Commission approve the consent items,** motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

Public comments

Public comments were invited and none were heard or submitted.

Public Hearing

- A. Proposed 2021 budget

Mayor Reazin open the public hearing.

City Manager Matite informed the City Commissioners the budget that was presented to them during a work session at the July 27<sup>th</sup> meeting is the same as the one presented tonight for the public hearing except for two changes. Two water fund projects that were pushed back until the 2022 budget and replace center bearing and bead blasting and painting basin 2 was moved from 2022 to 2021 as requested by Public Works Director Boyd.

No comments from the public attending the meeting nor were any submitted to the city clerk.

Mayor Reazin closed the public hearing.

Business Items

- A. Consider adopting 2021 Budget

Following the public hearing, adopting the budget is the formal action needed to approve the budget for 2021. Mayor Reazin thanked staff for working on the budget.

**Mayor Reazin moved the City Commission adopt the proposed 2021 budget in an amount not to exceed \$19,600,952,** motion seconded by Commissioner Hughs, all ayes, motion carried, 5-0.

- B. Consider recommendation(s) from Planning Commission regarding Final Development Plan submitted by Casey's General Stores, Inc.

Jeff Laubach, civil engineering consultant for Casey's General Stores, Inc., addressed the City Commission. Mr. Laubach presented the Final Development Plan. Andy Gabbert with Renaissance Infrastructure Consulting and Phil Dougherty with Slaggie Architects, Inc. both of the Nottingham Development Team attended the meeting and addressed the Commission as well. Don Comprise with Vieste, LLC attended the meeting virtually.

After discussion, the City Commission requested Mr. Laubach relay the following comments to Casey's:

1. Consider centering the Casey's dormer in the front evaluation
2. Consider upgrading the shingles
3. Consider the sign size to comply to with city code or possibly make it wider instead of taller
4. Consider moving the sign from the site line. Mr. Laubach agreed.
5. Consider moving landscaping from other locations on the lot to the area around the trash enclosure. Mr. Laubach agreed.

The item will be tabled until Mr. Laubach discusses these items with Casey's. The item will come back to the City Commission after discussion takes place. If new plans are submitted before the August 24<sup>th</sup> meeting, the Mayor is willing to call a special meeting to consider the development plan with the revisions.

Staff was requested to review the sign ordinance and make recommendations to alleviate future problems. Staff was directed to work with the development team to review the signage in the tenant criteria and make sure they understand the ramifications when working with other potential properties.

C. Biannual Eudora Area Historical Society report by Ben Terwilliger

Executive Director Ben Terwilliger presented the update to the City Commissioners. The Commissioners thanked Mr. Terwilliger for his work with the museum.

D. Proclamation 811 Safe Digging Day

**Mayor Reazin moved the City Commission approve the proclamation proclaiming August 11, 2020 as Underground Damage Prevention Day**, motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

Mayor and City Commission Comments

**Mayor Reazin** thanked Ben Terwilliger in assisting with registering Eudora buildings on the National Historical Register. Mr. Terwilliger has assisted in registering five buildings on the register. Mayor Reazin spoke with the Lawrence mayor about safety concerns of the South Lawrence Trafficway and its impact on our community. In the past, he has also spoke to KDOT and Senator Holland and offered to help with the safety of all citizens traveling that road.

**Commissioner Bruce** – No comment.

**Vice Mayor Hughs** – No comment.

**Commissioner Born** – No comment.

**Commissioner Lehmann** – No comment.

City Manager and Staff Comments

**City Manager Barack Matite** commented Lauren Freeman, the new city management intern, started Monday and is attending the Commission meeting. Staff submitted a TA application for a sidewalk project on 10<sup>th</sup> Street from Church Street to Peach Street. The total requested was \$539,000 with 80% funding from KDOT and 20% from the city.

**City Management Analyst Jeff Rhodes** updated the Commissioners on the CDBG-CV grant process. The committee met to establish guidelines and review the nine applications that were received. The results will be shared with the applicants in the morning. Mayor Reazin thanked the committee for working on this project. Rhodes commented Douglas County received \$24.9 million for businesses in Douglas County under the CARES Act. Staff submitted two reports to the county for consideration last Monday. The first report was for reimbursement for expenses from March to July. Eudora submitted a report just under \$42,000. The second report submitted was expected expenses between July and December in the amount of \$821,000. The total amount Eudora submitted was \$869,000.

**Director of Public Works Branden Boyd** attended the meeting virtually and commented the Winchester water line project should be completed in a couple of weeks. The Blue Jacket project has a start date of August 17<sup>th</sup>. Peach Street curb repairs should be completed this week.

**Police Chief Wes Lovett** – No comment.

**Fire Chief Ken Keiter** attended virtually and had no comment.

**Parks & Recreation Director Sally Pennington** attended virtually and commented the last day for the pool to be open to the public will be September 6, 2020.

**City Clerk Pam Schmeck** commented the Commissioners needed to sign the approved budget. Arrangements were made for Commissioners attending virtually. The 23 new electric customers have all had City of Eudora meters installed. All but five residents have contacted the city office to make billing arrangements.

**Mayor Reazin moved the City Commission recess for main lift station work session**, motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

#### Work Sessions

##### A. Main lift station repair

Public Works Director Boyd updated the Commission on the condition of the main lift station. Boyd explained the necessary repairs to the east and main lift stations including implementing a chemical feed phosphorus treatment system to comply with the 2021 KDHE requirement. Staff recommends pursuing a contract for the design work with BG Consultants. BG Consultants has the knowledge and experience with the city's infrastructure. The financial part of the project will be presented at the August 24<sup>th</sup> meeting.

Mayor Reazin brought the meeting back to order.

**Mayor Reazin moved the City Commission recess to Executive Session for the matter of non-elected personnel for 20 minutes and return to at 10:00 pm**, motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

Mayor Reazin brought the meeting back to order at 10:00 pm.

**Mayor Reazin moved the City Commission recess to Executive Session for the matter of non-elected personnel for an additional 10 minutes and return to at 10:10 pm**, motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

Mayor Reazin brought the meeting back to order at 10:10 pm.

**Mayor Reazin moved the City Commission recess to Executive Session for the matter of non-elected personnel for an additional 10 minutes and return to at 10:20 pm,** motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

Mayor Reazin brought the meeting back to order at 10:20 pm.

**Mayor Reazin moved the City Commission approve a two percent raise for City Manager Barack Matite, max out Matite's 457 plan contribution, and a one-time performance bonus of fifteen percent of base pay following the completion of his annual performance review,** motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

**Commissioner Bruce moved to adjourn,** motion seconded by Commissioner Lehmann, all ayes, motion carried, 5-0.

Meeting adjourned at 10:20 pm.

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Tim Reazin, Mayor

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Pam Schmeck, City Clerk

Eudora City Commission Special Meeting  
City Hall – 4 E. 7<sup>th</sup> Street  
Eudora, Kansas  
August 18, 2020  
6:00 pm

Call to Order

Mayor Tim Reazin

Vice Mayor Ruth Hughes attended virtually

Commissioner Jolene Born attended virtually

Commissioner Roberta Lehmann

Commissioner Tim Bruce attended virtually

Quorum noted.

Pledge of Allegiance was recited.

Changes or additions to agenda

**Mayor Reazin moved the City Commission approve the agenda**, motion seconded by Commissioner Lehmann, all ayes, motion carried, 5-0.

Consent agenda items

A. None

Business Items

A. Consider Final Development Plan submitted by Casey's General Stores, Inc.

City Manager Barack Matite explained this meeting is a follow-up to the August 10<sup>th</sup> meeting in which Casey's representative Jeff Laubach was given comments from the Commission to discuss with Casey's. Mr. Laubach gave an update on those items which are listed below.

1. The City would like the front elevation to be more symmetrical as previously suggested by the City's design consultant.
  - Casey's is agreeable to this and made the requisite changes in the submitted elevations.
2. Reduce the 13' tall monument sign to meet city requirements. City would like to reduce the height if possible. Consider increasing the width if the height was reduced.
  - Casey's is sticking with the monument sign submitted. Casey's has already provided a custom design of the monument sign from previous comments from city's design consultants.
  - Casey's is okay with moving the monument sign slightly to be out of the sight triangle.
3. City staff, after further review, would like more landscaping around the trash enclosure.
  - Casey's is fine with moving shrubs/trees around to satisfy this requirement.
4. City would like Casey's to consider another simulated slate shingle.
  - Casey's would like to use what is currently submitted.

**Mayor Reazin moved the City Commission approve the recommendation of the Planning Commission and approve the amended final development plan application, including the identified deviations, with the following conditions:**

1. **Adjustments regarding the symmetry of the front elevation of the building, the placement of the monument sign outside of the site triangle, and the movement of landscaping to visually soften the trash enclosure will be incorporated into the final development plan for review and approval by city staff.**

2. **Clean up any general typographical/technical errors and add information as necessary to address previous staff review comments.**
3. **Plat (final plat approval and recording/filing required prior to building permit issuance) the property encompassed by the proposed development in accordance with city regulations.**
4. **Provide evidence of the establishment of the agency for the ownership and maintenance of any common open space and all assurances of the financial and administrative ability of such agency, as well as the provision of any covenants/restrictions (tenant criteria) as part of the final plat review and approval process.**
5. **Address all design, development and construction details in a manner that meets city requirements through the final plat, public improvement plan, building/construction plan and other applicable permitting processes.**
6. **Meet all applicable federal, state, and local regulations and acquiring applicable permits.**

motion seconded by Vice Mayor Hughs, all ayes, motion carried, 5-0.

Staff was directed to review and recommend changes to the sign ordinance to alleviate potential problems with future sign requests.

**Mayor Reazin moved to recess to Executive Session for consultation with an attorney which is deemed privileged in the attorney-client relationship for 15 minutes to return at 6:40 pm**, motion seconded by Commissioner Lehmann, all ayes, motion carried, 5-0.

Mayor Reazin brought the meeting to order at 6:40 pm.

No action taken.

**Mayor Reazin moved to adjourn**, motion seconded by Commissioner Lehmann, all ayes, motion carried, 5-0.

Meeting adjourned at 6:41 pm.

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Tim Reazin, Mayor

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Pam Schmeck, City Clerk



## Agenda Statement

**Date:** Monday, August 24, 2020  
**To:** Mayor and City Commissioners  
**From:** Barack Matite, City Manager  
**Re:** Consider Ordinance 1111 and Resolution 2020-08

### Background

Over the past couple of months, city staff has been working with the Nottingham development team to redevelop and market the property acquired from the Eudora School District for economic development purposes. Staff has had several discussions with the Commission related to this project and brought forth agreements and contracts for consideration and approval including a pad sale agreement with Casey's General Stores, Inc.

As part of the agreement with Casey's General Stores and the City's overall development objective, the City must undertake certain public infrastructure improvements. The infrastructure work will include Church Street improvements that are critical not only to the development but entire community. The Church Street improvements will be partially funded by about \$1.3 million in KDOT grant funds the City received as part of the Cost Share Program. This is a reimbursement program thus the city needs to secure the funds to pay for the project then submit receipts for reimbursement. It is understood that to complete these improvements and meet certain obligations, the City must take out interim financing to pay for the infrastructure work.

The first Commission action in the financing process is the approval of an ordinance approving the public improvements<sup>1</sup>. Attached to this agenda statement is Ordinance 1111 that approves the 2020-2025 master plan capital improvement plan including the infrastructure and site work projects that are part of the City's Nottingham redevelopment efforts. The project scope is being finalized; the final project cost will be adjusted and included when the City Commission acts to formally issue the bonds.

Resolution 2020-08 authorizing the offering for sale of taxable general obligation temporary notes, Series 2020-A, at competitive sale is also included in your packet. This Resolution must be approved as well.

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<sup>1</sup> The City Commission approved a similar project ordinance in February, but the team could not proceed with financing because of the change in project scope and the authorized maximum project amount per the previously adopted ordinance.

The City's bond counsel will be at the meeting to answer any questions you may have regarding the ordinance.

**Budget Impact - N/A**

**City Manager Approval - N/A**

**Recommended Commission Actions:**

*Suggested motion #1:* I move the City Commission approve Ordinance 1111 approving the 2020-2025 master capital improvement plan including certain infrastructure and site work projects and the financing and authorize the Mayor to sign the Ordinance.

*Suggested motion #2:* I move the City Commission approve a Resolution 2020-08 authorizing the offering for sale of taxable general obligation temporary notes, series 2020-A, of the City of Eudora, Kansas and authorize the Mayor to sign the Resolution.

City of Eudora, Kansas  
*Capital Improvement Plan*  
 2020 thru 2025

**PROJECTS BY DEPARTMENT**

Department	Project #	2020	2021	2022	2023	2024	2025	Total
<b>Administration Department</b>								
City Hall Equipment	AD2101		10,800					10,800
New City Hall Building	AD-TBD1				1			1
Benchmarking & Organizational Mgt. Study	AD-TBD2				31,790			31,790
Entry Sign #3 (5th & Main St.)	AD-TBD3				35,000			35,000
<b>Administration Department Total</b>			<b>10,800</b>		<b>66,791</b>			<b>77,591</b>
<b>Aquatic Department</b>								
Pool Resurface and Paint	AQ2020	53,940						53,940
Pool Leak Repair	AQ2048	20,000						20,000
Aquatic Spray Feature	AQ-TBD1				6,700			6,700
Pool Climbing Wall Addition	AQ-TBD2				8,030			8,030
<b>Aquatic Department Total</b>		<b>73,940</b>			<b>14,730</b>			<b>88,670</b>
<b>Fire Department</b>								
Fire Hoses and Nozzles+C24	FD16.15	7,156						7,156
SCBA, Bottle, Mask & Scott 4500, Carbon Cyl. (18)	FD16.28	61,028						61,028
EMS Response Vehicle	FD2022	52,662						52,662
Vehicle Radio (10) & Portable Radio (28)	FD-TBD1			98,392	101,836			200,228
Aerial Apparatus - Quint Fire Truck	FD-TBD2						1,300,000	1,300,000
Specialized Brush Truck	FD-TBD3				175,000			175,000
<b>Fire Department Total</b>		<b>120,846</b>		<b>98,392</b>	<b>276,836</b>		<b>1,300,000</b>	<b>1,796,074</b>
<b>Parks/Recreation Department</b>								
Bluejacket Trail Extension Phase II	PR2001	443,508						443,508
2020 John Deere 60" Zero Turn Mowers (2)	PR2035	19,470						19,470
Lucy Kaegi Trail - Grant	PR2039	56,014						56,014
Deep Tine Aerator	PR2104		7,800					7,800
Music Playground - Bluejacket Park	PR2105		8,236					8,236
John Deere UTV Gator	PR2106		14,000					14,000
Strength Equipment for Fitness Room	PR2107		5,000					5,000
Abraham Still Park Shelter	PR-TBD1			15,600				15,600
East Ball Field Renovations	PR-TBD10				10,000			10,000
Shade Canopy Structures for City Parks	PR-TBD11				15,000			15,000
Park Mulch Replacement - Wood to Rubber	PR-TBD13			20,274				20,274
Improve Park Lighting	PR-TBD14			5,400	5,600	5,800	6,200	23,000
P&R Chevy Colorado Truck	PR-TBD2			27,500				27,500
South Sports Complex	PR-TBD3	150,000	100,000					250,000
A/C Unit Replacement Plan	PR-TBD5			15,000	41,600	24,840	22,400	103,840
West Sports Complex Improvements	PR-TBD6				1			1

Department	Project #	2020	2021	2022	2023	2024	2025	Total
Tennis Courts	PR-TBD7					145,000		145,000
Pilla Park Improvements	PR-TBD8			193,606				193,606
CPA Park Improvements	PR-TBD9					1		1
Sidewalk and Trail Improvements	PRYR.TBD	100,000	100,000	100,000	100,000	100,000	100,000	600,000
<b>Parks/Recreation Department Total</b>		<b>768,992</b>	<b>235,036</b>	<b>377,380</b>	<b>172,201</b>	<b>275,641</b>	<b>128,600</b>	<b>1,957,850</b>

### Police Department

Live Data Storage & Backup	PD2029	4,552						4,552
Police Patrol Ford Explorer	PD2102		32,500	32,500	32,500	32,500		130,000
Mobile Data Terminals (6)	PD2103		16,594					16,594
<b>Police Department Total</b>		<b>4,552</b>	<b>49,094</b>	<b>32,500</b>	<b>32,500</b>	<b>32,500</b>		<b>151,146</b>

### Public Works

Excavator	PW1612	26,025	26,025					52,050
John Deere 324L - 4WD Loader	PW2011	16,096	28,800	28,800	28,800			102,496
Single Drum Roller Compactor	PW2012	34,068						34,068
Bradco 24" Milling Head	PW2013	11,241						11,241
Nottingham Site Work & Infrastructure	PW2045	9,000,000						9,000,000
Snow Plow & Spreader	PW2103	11,546						11,546
Used Fork Lift	PW-TBD1				12,045			12,045
Public Works Office Work Stations	PW-TBD10				39,547			39,547
Trailer Mount Vac-Machine	PW-TBD11				78,400			78,400
John Deere UXV835M UTV	PW-TBD12			27,926				27,926
New Public Works Facility	PW-TBD13					4		4
2020 F450 Truck & Knapheide Dump Bed	PW-TBD14				48,800			48,800
John Deere 50G Compact Excavator	PW-TBD15				52,898			52,898
John Deere 333G Compact Track Loader	PW-TBD16				61,082			61,082
John Deere XUV835M UTV	PW-TBD2				25,819			25,819
Asset Management Software	PW-TBD3				30,240			30,240
Street Sweeper - Ravo 5 iSeries	PW-TBD4				252,000			252,000
Cemetery Fencing	PW-TBD5						97,200	97,200
Cemetery Entrance Signs	PW-TBD6						60,000	60,000
Cemetery Software	PW-TBD7						20,784	20,784
Brush Dump Trench Burner	PW-TBD8				41,947			41,947
Public Works Office Expansion	PW-TBD9				116,978			116,978
<b>Public Works Total</b>		<b>9,098,976</b>	<b>54,825</b>	<b>56,726</b>	<b>788,556</b>	<b>4</b>	<b>177,984</b>	<b>10,177,071</b>

### Public Works - Electric

Altec 55' Digger Truck	EL2030		72,938	72,938	72,938	72,938	72,938	364,690
Intech Park Electric West Feed Phase II	EL2031	58,385						58,385
Intech Park Electric West Feed Phase I	EL2032	40,839						40,839
Intech Park Electric West Feed Phase III	EL2033	20,332						20,332
Hunters Ridge Phase I	EL2108		48,859					48,859
Hunters Ridge Phase II	EL2109		82,782					82,782
Hunters Ridge Phase III	EL2110		93,159					93,159
HP Pelzer Loop Feed Phase I	EL-TBD1				89,986			89,986
SCADA System	EL-TBD10			28,325	29,175	30,050	30,951	118,501
Winchester Substation Circuit - Phase B	EL-TBD11			66,000				66,000
Winchester Second Feeder (500 MCM)	EL-TBD12			103,000	106,090			209,090
New Breaker @ Substation - Feeder No. 5	EL-TBD13				87,524			87,524
HP Pelzer Loop Feed Phase II	EL-TBD2				28,508			28,508
HP Pelzer Loop Feed Phase III	EL-TBD3				65,748			65,748

Department	Project #	2020	2021	2022	2023	2024	2025	Total
HP Pelzer Loop Phase IV	EL-TBD4				19,056			19,056
206 Altec Bucket Truck	EL-TBD5				278,530			278,530
Winchester Substation Circuit - Phase A	EL-TBD6			66,000				66,000
Downtown Circuit Wire Phase I	EL-TBD7				39,671			39,671
Second Feeder (500 MCM) - Downtown	EL-TBD8					225,102		225,102
Electric Back Yard Machine	EL-TBD9						180,000	180,000
<b>Public Works - Electric Total</b>		<b>119,556</b>	<b>297,738</b>	<b>336,263</b>	<b>817,226</b>	<b>328,090</b>	<b>283,889</b>	<b>2,182,762</b>

### Public Works - Special Highway

8th, 9th and Church Street Reconstruction	ST2031	397,797						397,797
Section 5 Chip Seal - Curb & Gutter Replacement	ST2032	44,091						44,091
Mill & Overlay Section E	ST2033	160,756						160,756
Asphalt Joint Repair - Intech Business Park	ST2034	67,298						67,298
Section F (Winchester) Mill & Overlay	ST2125		386,672					386,672
Section 2 Chip Seal - Curb & Gutter Replacement	ST2224			119,858				119,858
Section G Mill & Overlay	ST2225			276,345				276,345
Section 3 Chip Seal - Curb & Gutter Replacement	ST2324				124,402			124,402
Section H Mill & Overlay	ST2325				393,176			393,176
Section 4 Chip Seal - Curb & Gutter Replacement	ST2424					127,102		127,102
Section I Mill & Overlay (Shadow Ridge)	ST2425					260,826		260,826
Section 5 Chip Seal - Curb & Gutter Replacement	ST2524						78,760	78,760
Section J Mill & Overlay (Shadow Ridge)	ST2525						364,140	364,140
Mill & Overlay - 10th, 20th, Main & Church Streets	ST-TBD1						24,987,120	24,987,120
9th St. Bridge Repair	ST-TBD2				461,440			461,440
<b>Public Works - Special Highway Total</b>		<b>669,942</b>	<b>386,672</b>	<b>396,203</b>	<b>979,018</b>	<b>387,928</b>	<b>25,430,020</b>	<b>28,249,783</b>

### Public Works - Storm Drainage

Storm Water Study	SD2046	39,650						39,650
City-Wide Storm Drainage Improvements	SDYR.TBD	35,000	35,000	35,000	35,000			140,000
<b>Public Works - Storm Drainage Total</b>		<b>74,650</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>			<b>179,650</b>

### Public Works - Wastewater

Main Lift Station Design & Tie-In to WWTP	WW2047	100,000						100,000
Back-UP Blower	WW2118		13,520					13,520
UV Lights & New Gates on South Side	WW2119		46,800					46,800
Upgrade New Channel, Relay & Gates on North	WW2120		41,600					41,600
Upgrade RAS & WAS	WW2121		26,000					26,000
Upgrade Peach Street Lift Station	WW2122		183,872					183,872
Construct New Main Lift Station (influent)	WW2123		1,500,000					1,500,000
Grit Chamber Upgrade - Design & Testing	WW-TBD10					190,936		190,936
UV System Upgrades	WW-TBD11						565,344	565,344
Whole System CCTV Evaluation & Flow Monitoring	WW-TBD15						283,920	283,920
Upgrade Intech Lift Station	WW-TBD18			198,612				198,612
Upgrade Meadowlark Lift Station	WW-TBD19				222,768			222,768
Sewer Pipe Inspection Software	WW-TBD2			16,224				16,224
Grit Chamber Upgrade - Construct & Inspect	WW-TBD20						774,472	774,472

Department	Project #	2020	2021	2022	2023	2024	2025	Total
Wastewater Office Work Stations	WW-TBD3				7,515			7,515
Expansion of Parts Building	WW-TBD4						30,000	30,000
Total Phosphorus Addition - Design	WW-TBD5				6,619	61,700		68,319
Total Phosphorus Addition - Construct	WW-TBD6						437,174	437,174
Belt Press - Belt Replacement	WW-TBD7			5,400		5,800		11,200
Wastewater Camera Truck	WW-TBD8			160,000				160,000
<b>Public Works - Wastewater Total</b>		<b>100,000</b>	<b>1,811,792</b>	<b>380,236</b>	<b>236,902</b>	<b>258,436</b>	<b>2,090,910</b>	<b>4,878,276</b>
<b>Public Works - Water</b>								
Well #10 & Winchester Waterline	WT16-17	52,109	66,433	66,433	66,433	66,433	66,433	384,274
Filter Valve Replacement Program	WT1736	40,000						40,000
Replace Center Bearing & Sandblast/Paint Basin 1	WT2041	108,500						108,500
Sandblast & Paint Filters, Valves & Pipes	WT2114		41,600					41,600
Upgrade PLC (software control system)	WT2115			78,000				78,000
Replace Lime Feeder	WT2116		47,840					47,840
Improve Backwash Holding Tanks	WT2117			68,640				68,640
Replace Center Bearing & Sandblast/Paint Basin 2	WT2126		110,000					110,000
Relocate Well #5	WT-TBD1				331,520			331,520
Clean & Inspect Clear Well	WT-TBD10			54,000				54,000
Flood Protection Improvements	WT-TBD2				55,552			55,552
Loop Water Mains - 8th, OCL Dr. & Church St.	WT-TBD3					87,696		87,696
Replace Transfer Pump #3	WT-TBD6			31,320				31,320
Water Plant Work Stations	WT-TBD7				11,110			11,110
Replace Filter PLC	WT-TBD9			46,440				46,440
<b>Public Works - Water Total</b>		<b>200,609</b>	<b>265,873</b>	<b>344,833</b>	<b>464,615</b>	<b>154,129</b>	<b>66,433</b>	<b>1,496,492</b>
<b>GRAND TOTAL</b>		<b>11,232,063</b>	<b>3,146,830</b>	<b>2,057,533</b>	<b>3,884,375</b>	<b>1,436,728</b>	<b>29,477,836</b>	<b>51,235,365</b>

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF THE  
CITY OF EUDORA, KANSAS  
HELD ON AUGUST 24, 2020**

The City Commission (the "Governing Body") met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

\_\_\_\_\_

Absent: \_\_\_\_\_

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Commissioner \_\_\_\_\_ presented and moved the passage of an Ordinance entitled:

**A HOME RULE ORDINANCE OF THE CITY OF EUDORA, KANSAS,  
APPROVING THE 2020–2025 MASTER CAPITAL IMPROVEMENT PLAN FOR  
THE CITY, INCLUDING PLANS FOR CERTAIN INFRASTRUCTURE AND SITE  
WORK PROJECTS AND THE FINANCING THEREOF.**

Commissioner \_\_\_\_\_ seconded the motion to pass the Ordinance. Thereupon, the Ordinance was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Mayor declared the Ordinance duly passed by the Governing Body and the City Clerk designated the same Ordinance 1111, was signed and approved by the Mayor and attested by the Clerk and was directed to be published one time in the official newspaper of the City.

\* \* \* \* \*

(Other Proceedings)

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Eudora, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

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Pam Schmeck, City Clerk

## ORDINANCE 1111

### **A HOME RULE ORDINANCE OF THE CITY OF EUDORA, KANSAS, APPROVING THE 2020–2025 MASTER CAPITAL IMPROVEMENT PLAN FOR THE CITY, INCLUDING PLANS FOR CERTAIN INFRASTRUCTURE AND SITE WORK PROJECTS AND THE FINANCING THEREOF.**

**WHEREAS**, Article 12, Section 5 of the Constitution of the State of Kansas (the “Act”), provides that cities may exercise certain home rule powers, including passing charter ordinances which exempt such cities from non-uniform enactments of the Kansas Legislature, and that such powers and authority granted to cities by the Act shall be liberally construed for the purpose of giving to cities the largest measure of self-government; and

**WHEREAS**, the City of Eudora, Kansas (the “City”) is a city, as defined in the Act, duly created and organized, under the laws of the State of Kansas; and

**WHEREAS**, K.S.A. 14-570 and K.S.A. 14-571 are part of an enactment of the Kansas Legislature (K.S.A. 14-570 *et seq.*) relating to public improvements and the issuance of bonds for such purposes, which enactment is applicable to the City, but is not uniformly applicable to all cities within the State of Kansas; and

**WHEREAS**, pursuant to Charter Ordinance No. 16 passed on March 28, 2016 (the “Charter Ordinance”) by at least a two-thirds vote of the City Commission (the “Governing Body”), the City exempted itself from the provisions of K.S.A. 14-570 and 14-571 and provided for substitute and additional provisions thereof; and

**WHEREAS**, pursuant to the Charter Ordinance, a master capital improvements plan has been submitted to the City Commission (the “Master Plan”), shown herein and in **Exhibit A** attached hereto (collectively, the “Project”); and

**WHEREAS**, the Governing Body has reviewed the Master Plan; and

**WHEREAS**, the Governing Body hereby finds that pursuant to and in furtherance of the purposes of the Act, it is in the interest of the public health, safety and welfare of the City to authorize the issuance of general obligation temporary notes and/or bonds for the purpose of financing a portion of the cost of the Project titled “Nottingham Site Work and Infrastructure” in **Exhibit A** hereto and consisting of certain street, sewer, utility, stormwater, pedestrian, and other related improvements generally located at the intersection of 14<sup>th</sup> Street and Church Street within the City (the “Nottingham Project”) for economic development purposes, and there is no enactment of the Kansas Legislature which prohibits the City from issuing general obligation bonds or notes to finance the Nottingham Project for economic development purposes.

**THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EUDORA, KANSAS, AS FOLLOWS:**

**Section 1. Approval of the Master Plan.** The Governing Body hereby approves the Master Plan, a copy of which is attached hereto as **Exhibit A**.

**Section 2. Financing.** Pursuant to the Charter Ordinance, the Governing Body approves the issuance of general obligation bonds in a principal amount not to exceed the amounts set forth in the Master Plan for the projects described therein, plus costs of issuance and interest on any temporary financing.

**Section 3. Economic Development; Nottingham Project.** The Governing Body hereby finds and determines that the Nottingham Project will stimulate and foster economic development in the City and its environs in order to enhance and provide for the general and economic development and welfare of the City and its citizens. It is hereby authorized, ordered, and directed that the City proceed with the Nottingham Project, such costs to be paid in whole or in part from the proceeds of general obligation temporary notes and/or bonds of the City, which are hereby authorized to be issued for such purposes pursuant to the Act in an amount not to exceed \$9,000,000, plus costs of issuance and interest on any temporary financing.

**Section 4. Reimbursement.** The City expects to make capital expenditures on and after the date of passage of this Ordinance in connection with the Project and intends to reimburse itself for such expenditures with the proceeds of one or more series of general obligation bonds and/or temporary notes of the City in the following estimated maximum principal amounts, plus costs of issuance and interest on any temporary financing:

<b>Project</b>	<b>Estimated Cost</b>
Nottingham Site Work and Infrastructure	\$9,000,000
Construct New Main Lift Station (influent)	\$1,500,000

**Section 5. Further Authority.** The City shall, and the officials and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 6. Effective Date.** This Ordinance shall be effective from and after final passage by the Governing Body, approval and signature by the Mayor and publication as provided by law once in the official City newspaper.

**PASSED** by the Governing Body on August 24, 2020 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

\_\_\_\_\_  
Tim Reazin, Mayor

ATTEST:

\_\_\_\_\_  
Pam Schmeck, City Clerk

**EXHIBIT A**  
**MASTER PLAN**

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF EUDORA, KANSAS  
HELD ON AUGUST 24, 2020**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Present: \_\_\_\_\_.

Absent: \_\_\_\_\_.

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

The matter of providing for the offering for sale of Taxable General Obligation Temporary Notes, Series 2020-A, came on for consideration and was discussed.

Commissioner \_\_\_\_\_ presented and moved the adoption of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF TAXABLE  
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-A, OF THE CITY  
OF EUDORA, KANSAS.**

Commissioner \_\_\_\_\_ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution 2020-08 and was signed by the Mayor and attested by the City Clerk.

\* \* \* \* \*

On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Eudora, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

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Pam Schmeck, City Clerk

**RESOLUTION 2020-08**

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF TAXABLE  
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-A, OF THE CITY  
OF EUDORA, KANSAS.**

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**WHEREAS**, the City of Eudora, Kansas (the “Issuer”), has previously authorized certain internal improvements described as follows (collectively, the “Improvements”):

<u>Project Description</u>	<u>Ord. No.</u>	<u>Authority</u>	<u>Amount</u>
Nottingham Site Work and Infrastructure	1111	Art. 12, Sec. 5 of the Kansas Constitution; Charter Ordinance No. 16	\$9,000,000

**WHEREAS**, the Issuer is authorized by law to issue general obligation bonds to pay a portion of the costs of the Improvements; and

**WHEREAS**, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer’s general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer; and

**WHEREAS**, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

**WHEREAS**, the City Commission of the Issuer (the “Governing Body”) has selected the firm of Baker Tilly Municipal Advisors, LLC (the “Municipal Advisor”), as municipal advisor for one or more series of temporary notes of the Issuer in order to provide funds to temporarily finance the Improvements; and

**WHEREAS**, the Issuer desires to authorize the Municipal Advisor to proceed with the offering for sale of the temporary notes and related activities; and

**WHEREAS**, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to the temporary notes; and

**WHEREAS**, the Issuer desires to authorize the Municipal Advisor and Gilmore & Bell, P.C., Kansas City, Missouri, the Issuer’s bond counsel (“Bond Counsel”), in conjunction with the appropriate staff and officials of the Issuer, to proceed with the preparation and distribution of a preliminary official statement and notice of note sale and to authorize the distribution thereof and all other preliminary action necessary to sell the temporary notes.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EUDORA, KANSAS,  
AS FOLLOWS:**

**Section 1.** The Issuer is hereby authorized to offer at competitive public sale the Issuer’s Taxable General Obligation Temporary Notes, Series 2020-A (the “Notes”) as described in the Notice of Note Sale to be prepared by Bond Counsel (the “Notice of Note Sale”). All proposals for the purchase of the Notes shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Note Sale, at which meeting the Governing Body shall review such bids and award the sale of the Notes or reject all proposals.

**Section 2.** The Mayor, City Clerk and other Issuer officials and staff, in conjunction with the Municipal Advisor and Bond Counsel, are hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Notes (the “Preliminary Official Statement”), and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Notes.

**Section 3.** The City Clerk, in conjunction with the Municipal Advisor and Bond Counsel, is hereby authorized and directed to give notice of the note sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in the Notice of Note Sale and awarded or rejected in the manner set forth in the Notice of Note Sale.

**Section 4.** For the purpose of enabling the purchaser of the Notes (the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the “Rule”), the Mayor and City Clerk are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

**Section 5.** The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 6.** The Mayor, City Clerk, and the other officers and representatives of the Issuer, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

**Section 7.** This Resolution shall be in full force and effect from and after its adoption.

[Balance of page intentionally left blank]

**ADOPTED** by the City Commission on August 24, 2020.

(SEAL)

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Tim Reazin, Mayor

ATTEST:

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Pam Schmeck, City Clerk

**EXHIBIT A**

**CERTIFICATE DEEMING  
PRELIMINARY OFFICIAL STATEMENT FINAL**

\_\_\_\_\_, 2020

To: \_\_\_\_\_  
\_\_\_\_\_

Re: City of Eudora, Kansas, Taxable General Obligation Temporary Notes, Series 2020-A

The undersigned are the duly acting Mayor and City Clerk of the City of Eudora, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the purchaser (the "Purchaser") of the above-referenced notes (the "Notes") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Notes.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Notes depending on such matters.

**CITY OF EUDORA, KANSAS**

By: \_\_\_\_\_  
Title: Tim Reazin, Mayor

By: \_\_\_\_\_  
Title: Pam Schmeck, City Clerk



## Agenda Statement

**To:** Mayor and Commissioners  
**From:** Jeffery Rhodes, Management Analyst  
**Date:** August 24, 2020  
**Re:** Downtown Grant Program Application: 706 Main Street

### Background

#### *Application*

Mary Kirkendoll, Eudora resident and owner of the Eudora Yoga Center, has applied for the Downtown Grant Program to make improvements to the Hammert Building at 706 Main St. Her application is specific to improvements to the trim around the windows and doors on the exterior of the building. The request from the grant program is for \$1,000, with \$1,000 in matching funds from the applicant.

#### *Downtown Grant Program*

Eudora's Downtown Grant Program was created in 2011 as a policy response to the recommendations for improvement of the downtown area specifically, to address the objective to "provide assistance to existing and potential businesses to encourage downtown revitalization." The program was updated in 2017 to increase the award amount from \$5,000 to \$7,500, to broaden the types of improvements to include interior enhancements, and the target geographic area from Main Street 7<sup>th</sup> – 9<sup>th</sup> Streets to encompass more of the downtown area.

Reimbursement grants of up to \$7,500 are available to businesses for the cost of "goods, materials, or services required to complete [a] grant project" that would "improve the attractiveness of downtown or add/expand private businesses to downtown". Grants are to be approved by the City Commission following review and recommendation by staff.

## Staff Comments and Recommendation

### Eligibility

To be eligible for grant consideration, applicants must meet the following requirements:

Eligibility Requirement	Staff Comment
Business has been in operation for at least five years OR has received the written endorsement of the KU Small Business Development Center ("KUSBDC")	The Eudora Yoga Center has been in operation since 2015.
Applicant owns the property to be improved or has received the express written consent of the property owner	Mary and Michael Kirkendoll currently own the building and plans to rehab the building.
Applicant is current and not delinquent on all City accounts	Criteria met.
Applicant and/or property receiving improvements has not been awarded a grant through this program within the immediately preceding three-year period	The Eudora Yoga Center and Mary Kirkendoll submitted a Downtown Grant Application on August 14, 2017. She was awarded a grant of \$5,000 for interior improvements. This application comes more than 3 years after the previous award and, therefore, meets the program eligibility requirements.

DOWNTOWN EUDORA GRANT PROGRAM - CRITERIA & SCORING				
Points	Category	Additional Info / Criteria (points)	City Notes	Score
25 points	Does the proposed project enhance downtown Eudora?	Do the proposed improvements enhance the exterior of the property? (5)	Yes – the proposed improvements are for the windows and doors, including trim	5
		Do the proposed improvements add value to the property? (5)	Yes – the improvements will clean up the exterior of the building and add curb appeal	5
		Are the proposed improvements such that future property tenants would benefit from them? (5)	Yes – these improvements need to be made to ensure the integrity of the window and door trim	5

		Do the proposed improvements enhance the efficiency of resource consumption of the property? (5)	Yes – energy efficiency will be improved by improvements made to the doors and windows.	5
		Do the proposed improvements address City Code or ADA violations? (5)	NO	0
25 points	Does the grant application add or expand private business in downtown Eudora	Is the applicant business new to downtown Eudora? (10)	NO	0
		Is the applicant business expanding existing operations in downtown Eudora? (15)	Yes – Mary is planning to expand her class offerings to additional locations in Eudora.	15
50 points	Does the grant application include matching funds?	Yes (50)	The applicant is putting up a 100% match, or \$1,000.	50
Total = 100				85

*Project Scoring*

Staff ranked this application against the project criteria matrix and scores the project at 85/100 possible points. With a score of 85 points, staff recommends approval of a grant award for the full amount requested: \$1,000.

**Budget Impact** – \$15,000 is allocated to this program each year and this is the first grant application received in 2020. The grant applicant is requesting a \$1,000 award.

**City Manager Approval** – N/A

**Recommended Commission Action**

*Suggested Motion:* I move the City Commission approve the Downtown Grant Program request from The Eudora Yoga Center / Mary Kirkendoll for improvements to 706 Main Street in an amount not to exceed \$1,000, to be made payable once staff has received receipts for reimbursement of eligible grant expenses.



## DOWNTOWN GRANT APPLICATION FORM

### A. Applicant Information

Name: Mary Kirkendoll

Address: 706 Main Street / Eudora, KS 66025

Phone: 785-550-5928

E-mail: mary@eudorayogacenter.com

### B. Nature of Applicant's Business

Describe your business:

The Eudora Yoga Center has been operating since 2015 in downtown Eudora. We offer yoga and wellness classes/workshops to the community of Eudora and the surrounding areas. In addition to the yoga studio, we offer community events for seniors and run a classical music concert series called Concerts @ the Hammert.

### C. Briefly describe the project you are seeking funding to complete:

We need to repair, sand, and paint the windows, trim, and doorways for the building (the Hammert Building). If this is not done, the building will begin falling into disrepair and it will be much more expensive to fix in the future.

### D. How much grant funding is requested:

\$2,000      \$1,000

### E. What amount of matching funds if the applicant providing:

\$1,000      \$1,000

### D. Provide detailed information regarding the cost of the project (included cost breakdown for material, goods, services, or equipment being purchased):

Labor: \$1,500 ; Materials, including paint, framing material, brick molds: \$500

### F. What is the address or location of the proposed project:

706 Main Street

G. How does the project meet the grant funding criteria? Feel free to provide additional information you believe would enhance the quality of your grant application.

Table A: DOWNTOWN EUDORA GRANT PROGRAM				
CRITERIA & SCORING				
Program Goals	Project Merit	Points Possible	Additional Information to be used for Scoring (For Use by Applicant)	City Score (For Use by City)
<b>Does the proposed project enhance downtown Eudora?</b>	Do the proposed improvements enhance the exterior of the property?	5	Yes	
	Do the proposed improvements add value to the property?	5	Yes	
	Are the proposed improvements such that future property tenants would benefit from them?	5	Yes	
	Do the proposed improvements enhance the efficiency of resource consumption of the property?	5	Yes - if we can replace windows within grant budget	
	Do the proposed improvements address City Code or ADA violations?	5	No	
<b>Does the grant application add or expand private business in downtown Eudora</b>	Is the applicant business new to downtown Eudora?	10	No	
	Is the applicant business expanding existing operations in downtown Eudora?	15	Yes	<i>MORE done! - outside kitchen Honey, winey</i>
<b>Does the grant application include matching funds?</b>	Yes	50	Yes	
	No	0		

## Agenda Statement

**To:** Mayor and City Commissioners  
**From:** Sally Pennington, Director of Parks & Recreation  
Kim Bellemere, Program Manager, Friends of the Kaw (FOK)  
Dawn Buehler, Kansas Riverkeeper/Executive Director  
Courtney Masterson, Ecologist and Owner of Native Lands, LLC  
**Date:** August 24<sup>th</sup>, 2020  
**Re:** Wakarusa Boat Ramp Restoration Project: Discussion and updates on this grant funded project

### Background

The Parks and Recreation Department has been meeting, planning and collaborating with staff from FOK and Native Lands, for many months now, on the hopes and possibility of receiving grant funding to restore the Wakarusa Boat Ramp area with native plants, prairie, and grasses. They were, in fact, awarded funds from Douglas County Heritage Conservation Council (HCC) to help fund this project. This would be the removal of all invasive weeds and grasses, and a two-year long professionally supervised project of replacing those removed with native plant species. This project will help beautify this entrance of Eudora and will be the first step in making this area more visible, safe, and accessible for the community to enjoy. Internally, staff has worked collaboratively, and along with Douglas County Public Works Director, to ensure this plan and project are communicated well to various stakeholders. Prior to proceeding with this project, city staff and the project partners wanted to ensure Commission was well informed about it.

### The Project

Friends of the Kaw (FOK) and Native Lands LLC, in partnership with the City of Eudora Parks and Recreation Dept. and the Eudora Parks and Recreation Foundation, will soon start a riparian and prairie restoration at the Kansas River boat ramp in Eudora! The project will take place on the Wakarusa River where it joins the Kansas River and will include the restore native vegetation to a portion of the riparian buffer zone and the installation of a new prairie planting. The native plants will also filter debris and pollutants, they will provide habitat for wildlife, and food sources for pollinators. The project will also provide educational opportunities for Eudora residents and kids through volunteer experiences and FOK's Kids About Water program. Community members and students will learn about the importance of protecting the Wakarusa River and thereby the Kansas River, which is a drinking water source to over 800,000 Kansans.

Supplemental information (flyer, map, etc.) regarding the project have been attached to this agenda statement for your review. Staff and representatives from Friends of the Kaw and Native Lands, LLC will be at the meeting to offer additional information about the project and respond to any questions from the Commission.

**Staff Comments and Recommendation:** N/A

**Budget Impact:** N/A

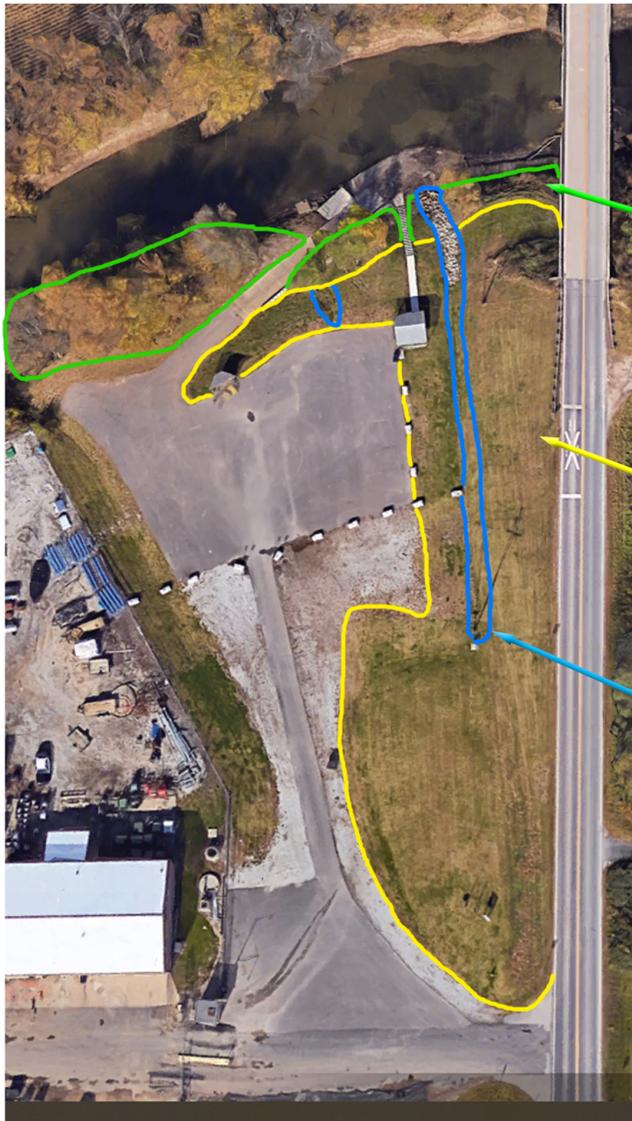
**City Manager Approval:** N/A

**Recommended Commission Action**

*Suggested motion:* None necessary.

**HCC Grant Funded Project - Eudora and the Wakarusa: Prairie and Riparian Restoration and Protection**  
Collaborating partners - Friends of the Kaw, Native Lands LLC, Eudora Parks and Recreation, Kansas Forest Service

Focal area - Eudora Boat Ramp on the Wakarusa River



**Eudora Boat Ramp**

-  Prairie restoration
-  Bioswales
-  Riparian restoration



Kansas Forest Service



Saxon Holt



Aaron Volkening

In summer 2020, Friends of the Kaw received grant funding for prairie and riparian forest restoration work at the Eudora Boat Ramp through the Heritage Grant Program administered by the the Douglas County Heritage Conservation Council (HCC). Through collaboration with Native Lands LLC, Eudora Parks & Recreation, and the Eudora Parks & Rec Foundation, the mapped areas will be restored to native vegetation in 2020-2022. Community volunteer work days and parternships with local schools/student groups will provide several opportunities for residents and local leaders to get involved in the project.

We are seeking additional funding for the bioswale plantings, part of our original vision for the space. These spaces will help to filter water runoff from the parking lot and roadways, prior to entering the Wakarusa and Kansas Rivers.

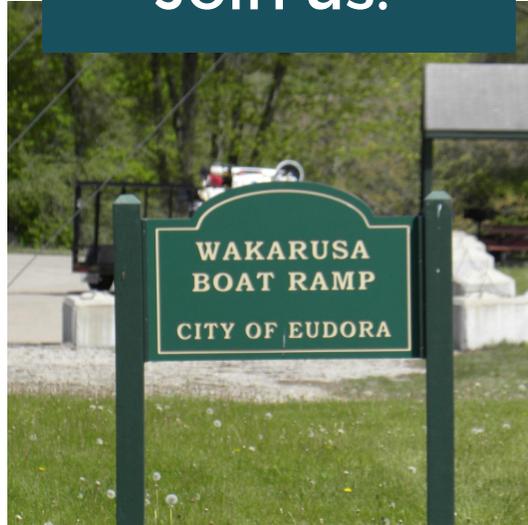
**Eudora and Wakarusa Prairie/Riparian Restoration Project**  
**General Timeline**  
**Friends of the Kaw/Native Lands LLC**  
**August 2020**

<b>Season</b>	<b>Tasks</b>
<b>Fall 2020</b>	<ul style="list-style-type: none"> <li>•Work with partners to clear existing turf grass</li> <li>•Fall event promotions (social media, press releases, etc.)</li> <li>•Volunteer recruitment and communication</li> <li>•Invasive species removal workdays with volunteers &amp; partners</li> <li>•KAWS Classes with Eudora High School (depending on school schedule)</li> </ul>
<b>Winter 2020-2021</b>	<ul style="list-style-type: none"> <li>•Prescribed burn</li> <li>•Order seeds for prairie restoration</li> <li>•Order plants for spring workdays (trees, wildflowers, grasses)</li> <li>•Spring event promotion</li> </ul>
<b>Spring 2021</b>	<ul style="list-style-type: none"> <li>•Invasive species removal workdays with volunteers &amp; partners</li> <li>•Work with volunteers to seed and plant native species to restored areas</li> <li>•Volunteer recruitment and communication</li> <li>KAWS Classes (depending on school schedule)</li> </ul>
<b>Summer 2021</b>	<ul style="list-style-type: none"> <li>•Schedule fall 2019 workdays, educational events, etc.</li> <li>•Order plants for fall workdays (trees, wildflowers, grasses)</li> <li>•Volunteer recruitment and communication</li> <li>•Fall event promotion</li> </ul>
<b>Fall 2021</b>	<ul style="list-style-type: none"> <li>•Schedule spring workdays, educational events, etc.</li> <li>•Order and organize field supplies</li> <li>•Volunteer recruitment and communication</li> <li>•Invasive species removal workdays with volunteers &amp; partners</li> </ul>
<b>Winter 2021-2022</b>	<ul style="list-style-type: none"> <li>•Order seeds &amp; plants for workdays (trees, wildflowers, grasses)</li> <li>•Spring event promotions (social media, press releases, etc.)</li> </ul>
<b>Spring 2022</b>	<ul style="list-style-type: none"> <li>•Invasive species removal workdays with volunteers &amp; partners</li> <li>•Work with volunteers to seed and plant native species to restored areas</li> <li>•End of project: celebration and outreach event</li> </ul>

**Tentative Year 1 Event Dates.** (Not including high school Kaw classes and workdays)

- 10/22/20: 4:30-6:30 pm, Thursday, Invasive species removal & native species planting (RAIN DATE) 11/7/20: 9:00-11:00 am, Saturday, Invasive species removal & native species planting
- 1/22/21: Prescribed burn, dead turn grass (FOK, NL, Eudora Parks only, not public)
- 2/13/21: 10:00 am -12:00 pm, Saturday, Seed dispersal
- 4/17/21: Saturday, Invasive species removal & native species planting (RAIN DATE) 4/24/21: Saturday, Invasive species removal & native species planting
- 5/1/21: 10:00 am -12:00 pm, Saturday, Native planting

Join us!



## Wakarusa Riverbank Restoration Project

Join our first  
community  
workday:

Thurs., Oct. 22, 2020  
4:00 - 6:00 PM

Eudora Kansas River  
Boat Ramp  
Main St.,  
Eudora, KS

Friends of the Kaw and Native Lands LLC with the City of Eudora Parks and Recreation Dept. and the Eudora Parks and Recreation Foundation are returning native plants to the boat ramp in Eudora!

Removing non-native plants and returning native grasses, wildflowers, trees, and shrubs will slow storm water, decreasing erosion on the bank. The native plants will also filter pollutants and provide habitat for wildlife, and food for pollinators – and they are beautiful!

**Be a part of the action!** Join us for a workday and help remove invasives along the bank and plant gorgeous, beneficial natives. Contact Friends of the Kaw to sign up (email below). Funding provided in part by the Douglas County Natural and Cultural Heritage Grant Program.



For more info: [kim.bellemere@kansasriver.org](mailto:kim.bellemere@kansasriver.org)

[www.kansasriver.org](http://www.kansasriver.org)

## **Agenda Statement**

**To:** Mayor and City Commission  
**From:** Branden Boyd, Public Works Director  
**Date:** August 24<sup>th</sup>, 2020  
**Re:** Main Lift Station – 7<sup>th</sup> & Oak

### **Background:**

In the August 10<sup>th</sup>, 2020 Commission meeting, staff presented a work session on the East and Main Lift Station improvements necessary for 2021. Briefly described, the Main Lift Station has been continuously breaking down over the past couple of years, more so since January of this year. Items such as the rail system, existing submersible pumps, VFD's, valving system, wet well and float systems have all been worked on since January. Based on the above-mentioned failures and following an engineering study presented to the Commission in June of 2008, staff believes we are in a position where the Main Lift Station needs to be re-constructed to prevent further failures.

### **Staff Comments**

As mentioned in the previous Commission work session, the Kansas Department of Health and Environment (KDHE) instituted a new requirement for the processing of phosphorus in all wastewater treatment plants within the State of Kansas by January of 2022. The current City of Eudora Wastewater Treatment Plant does not contain this type of chemical treatment process. The design of the treatment process was included in the 2021 CIP, however, the actual implementation must be installed prior to KDHE's approval of the City's wastewater treatment permit for 2022.

Reiterated, the East and Main Lift Stations serve the mass majority of the City's wastewater flows and any malfunctions could cause devastating results, including sewer back-ups into residential or commercial properties, health risks, negative financial impacts, contamination of streams, and substantial fines from the Kansas Department of Health and Environment (KDHE).

The engineering draft report, mentioned above, estimated a cost of \$803,000 (2008 pricing) to make the necessary repairs to the East and Main Lift Stations. The estimate did not include replacing the brick wet well at the Main Lift Station or the chemical feed improvements to the Wastewater Treatment Plant. Actual estimate for the upgrades will be developed as part of the design work.

Staff requested design estimates from three different engineering firms, BG Consultants, Lamp Rynearson and CFS Engineers. Staff also requested that each firm include and address potential grant and funding options with their proposals. All three firms are qualified and have worked for the City in recent years. Each firm was asked to include design fees for the chemical feed improvements to the Wastewater Treatment Plant. The design estimates received are as follows:

1. Lamp Rynearson - \$99,598.00 (Includes East & Main Lift Station upgrades and inflow metering upgrades at the plant, but does not include chemical feed improvement design costs)
2. B.G. Consultants - \$100,000.00 (Includes East & Main Lift Station upgrades and chemical feed improvement design costs)
3. CFS Engineers - \$102,900.00 (Includes East & Main Lift Station upgrades and chemical feed improvement design costs)

The City's wastewater treatment process is a vital and essential part of the City's infrastructure. Staff recommends making the necessary repairs to the East and Main Lift Stations including implementing a chemical feed phosphorus treatment system to comply with the 2021 KDHE requirement. Staff also recommends pursuing a contract for the design work with BG Consultants based on their historical involvement with the interceptor lines, lift stations and wastewater treatment plant. BG Consultants has the knowledge and experience with the City's infrastructure and will be able to move directly into the design work with minimal prep work. Their knowledge of the City's existing infrastructure should prevent oversights, additional design/construction fees and minimize the time required to complete construction documents that are field ready.

**Budget Impact:**

The 2020 Capital Improvement included the design costs for developing construction documents for the East and Main Lift Station.

**City Manager Approval:** N/A

**Recommended Commission Action:**

*Suggested motion:* I move the City Commission authorize the City Manager to execute the design contract with BG Consultants for an amount not to exceed \$100,000 for the design of the upgrades to the East and Main Lift Stations.



Jason Hoskinson, P.E., PTOE  
Project Mgr./Point of Contact  
(785) 840-7299 (cell)  
jason.hoskinson@bgcons.com

BG Consultants, Inc.  
1405 Wakarusa Dr.  
Lawrence, Kansas 66049  
O: (785) 749-4474  
[www.bgcons.com](http://www.bgcons.com)



Paul Owings, P.E.  
Project Engineer  
(785) 749-4474 ext. 2108  
paul.owings@bgcons.com

### **ABOUT US:**

The water you use, the roads you drive, and the spaces where you live and work significantly impact your life. At BG Consultants, we want you to receive maximum benefits from your environment. That's why we partner with you to create design solutions that reflect a balance of technical knowledge and an understanding of human behavior. With our comprehensive approach, we are able to turn your vision into reality. We provide multi-disciplinary services in civil engineering; structural engineering; mechanical, electrical, and plumbing engineering; architecture; planning; and surveying.

Our firm stands apart from tradition, due to the foresight of BG founders, Stephen Berland and Fred Gibbs, who, 44 years ago, started a collaborative firm of forward-thinking professionals known for delivering excellent customer service. Today, we have a professional staff of 91 people, including 25 licensed engineers, architects and surveyors. Our people are experts in their fields, but above all, they're focused on realizing each client's vision.

As a regional mid-sized firm, we have in-house professionals who serve as technical experts in their fields. Because BG has fostered an environment of mentoring and shared resources across all four of our offices, our collective knowledge is shared and cultivated among every member of our team. We design with consideration to the regional context, are knowledgeable about local methods and regulations, and use creative problem solving as issues arise. With a regional portfolio extending across multiple industries, we have the in-house resources to meet the most diverse project needs.

At BG Consultants, Inc., our mission is **to provide client-focused service through integrated design solutions**. What that means to us is that on every project, we build a collaborative partnership with you where, together, we develop designs that resonate with your vision.

### **YOUR DESIGN TEAM:**

**Jason Hoskinson, PE, PTOE** will serve as the Project Manager and Point of Contact for the City of Eudora, performing the day-to-day tasks to assure all phases of our scope of services are completed accurately and in a timely fashion. Jason has a tremendous amount of experience with the City of Eudora's wastewater treatment system having evaluated the Main and East lift stations, designed interceptor sewer improvements in the City's gravity collection and conveyance system, and designed modifications to the influent structure at the wastewater treatment plant.

**Paul Owings, PE**, will serve as the Project Engineer developing the design and project deliverables. He will also be responsible for assuring BG resources are made available to you to deliver a quality project in a timely fashion. Paul's extensive experience with wastewater treatment plant designs in NE Kansas/NW Missouri and his design expertise with large wastewater lift stations will prove to be a valuable project asset.

With Jason and Paul in charge of the Main Lift Station Replacement project, you will receive the professional service you need and the design service you have come to expect from BG Consultants.



## Wastewater Treatment Improvements

This project was initiated by the high rate of real estate development in the community. The project started with the development of a Sanitary Sewer Infrastructure Plant Study and Recommendations Report. All aspects of the collection and treatment plant were evaluated. Population growth trends were used to assess the life of the current facilities and plan for a new Schreiber 1.0 MGDA extended air facility with an activated sludge process and a diversion facility.

The Phase I Improvements include purchasing of an emergency generator and a belt filter press, head works building and storm water diversion

### Location

Eudora, KS

### Client

City of Eudora

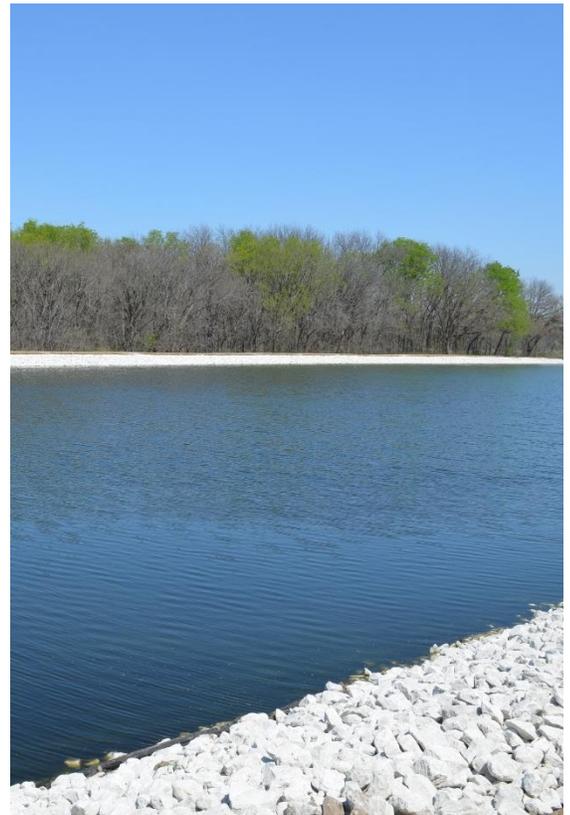
### Construction Cost

\$1,200,000

### Completion Date

2007





## 2014 Sanitary Sewer Improvements

### Phase 1A:

This project consisted of a complete rehabilitation of the 550 Delaware Drive, 650 Kiowa Drive and the 717 Kansas Drive lift stations, including electrical, controls, ventilation, structural reinforcement, two new wet wells, bypass pumping, new submersible pumps, valves and piping. BG Consultants performed the initial site evaluation, preliminary engineering report, project design, and construction administration.

### Phase 1B:

This project includes the procurement of a portable generator set for lift station no. 3 and the installation of Rock Rip Rap at the lagoons utilizing the funds remaining from the Phase 1 Project. The Kansas Department of Health and Environment (KDHE) State Revolving Fund (SRF) program was utilized to complete the phase 1A and 1B improvements.

### Phase 2:

This project includes the rehabilitation of the entire 40,000 linear foot 8" diameter collection system and 155 service tap connections. The project has currently been approved by KDHE and should start construction April 2016.

This project required close coordination with project stakeholders, KRWA and KDHE to process and facilitate the KDHE SRF funding parameters.

### Location

Ozawkie, KS

### Client Contact

Nancy Leek  
City of Ozawkie  
(785) 845-1323

### Construction Budget

Phase 1: \$502,000  
Phase 2: \$2.35 Million

### Construction Cost

Phase 1: \$482,000  
Phase 2: \$1.8 Million

### Completion Date

Phase 1: 2015  
Phase 2: 2017





## Lift Station 6 Improvements

The project consisted complete removal of the existing S&L lift station and drywell.

Installation of a new 25' deep 72" Dia. Precast Concrete Wet Well, New Lift Station equipment, new submersible pumps, valves and piping, 41 L.F. 10" Dia. PVC Sewer Main (SDR 26), Generator and ATS Equipment, Electrical Improvements,

Sidewalk and entrance improvements, and force main improvements including, 708 L.F. 4" Dia. PVC Sewer Forcemain (SDR 26), and 1 48" Dia. Precast Concrete Manhole. The project was located in a park setting, so the design included decorative fencing and bollards.

BG Consultants performed the initial site evaluation, preliminary engineering report, project design, and construction administration. Coordination with City Public Works, City Parks and Emporia Main Street for the National Disc Golf Event of the Glass Blown Open.

### Location

East Side of Jones Park  
Emporia, KS

### Client Contact

Frank Abart  
City of Emporia  
1220 Hatcher St.  
Emporia, KS 66801  
(620) 342-4950

### Construction Cost

\$363,768

### Completion Date

April 2017





## AGREEMENT CONSULTANT-CLIENT

**THIS AGREEMENT** made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and City of Eudora, Kansas, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

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

Main Lift Station Replacement Project  
\_\_\_\_\_  
7<sup>th</sup> and Oak Street  
\_\_\_\_\_  
Eudora, Kansas  
\_\_\_\_\_

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

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

### SECTION 1 – DEFINITIONS

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

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

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

**SECTION 2 – RESPONSIBILITIES OF CONSULTANT**

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

2.2 **GENERAL DUTIES AND RESPONSIBILITIES**

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

Name: Jason Hoskinson  
 Address: 1405 Wakarusa Drive  
Lawrence, KS 66049  
 Phone: 785-749-4474

2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.

2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.

2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.

2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

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

## **SECTION 3 – CLIENT RESPONSIBILITIES**

### **3.1 GENERAL DUTIES AND RESPONSIBILITIES**

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Branden Boyd  
 Address: 4 E. 7<sup>th</sup> Street  
Eudora, KS 66025  
 Phone: 785-542-4116

- 3.1.8. **Billing Contact:** In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name: Branden Boyd  
 Address: 4 E. 7<sup>th</sup> Street  
Eudora, KS 66025  
 Phone: 785-542-4116

**SECTION 4 – PAYMENT**

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee of **one hundred thousand and NO/100 Dollars (\$100,000.00)** according to **Exhibit 2** of this Agreement plus reimbursable expenses as outlined in **Exhibit 2** for the Scope of Services as shown in **Exhibit 1, Item A** of this Agreement. Payment of the Lump Sum Fee and

reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in **Exhibit 2** and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of **fifty-three thousand nine hundred twenty and NO/100 dollars (\$53,920.00)** according to **Exhibit 2** of this Agreement plus reimbursable expenses as outlined in **Exhibit 2** for the Scope of Services as shown in **Exhibit 1, Item E** of this Agreement. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and

CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.

- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

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

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses

incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.

5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

## 5.2 DISPUTE RESOLUTION

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

## 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

## 5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.

5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and

against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

## 5.5 ENTIRE AGREEMENT

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

## 5.6 APPLICABLE LAW

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

## 5.7 ASSIGNMENT OF AGREEMENT

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

## 5.8 NO THIRD PARTY BENEFICIARIES

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

## 5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.

- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.

- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

## 5.10 COMPLIANCE WITH LAWS

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

#### 5.11 TITLES, SUBHEADS AND CAPITALIZATION

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

#### 5.12 SEVERABILITY CLAUSE

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

#### 5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

#### 5.14 HAZARDOUS MATERIALS

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

#### 5.15 AFFIRMATIVE ACTION

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

#### 5.16 SPECIAL PROVISIONS

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

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this \_\_\_\_\_ day of August, 2020.

**CONSULTANT:**

**CLIENT:**

**BG Consultants, Inc.**

**City of Eudora, Kansas**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jason Hoskinson

Printed Name: \_\_\_\_\_

Title: Corporate Secretary

Title: \_\_\_\_\_

END OF CONSULTANT-CLIENT AGREEMENT

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

The Scope of Services described in this Exhibit is for the survey and engineering design of wastewater lift station replacement and force main improvements for the Main Lift Station located on the south side of the 7<sup>th</sup> Street and Oak Street intersection in Eudora, Kansas, hereinafter referred to as "PROJECT". PROJECT also includes the addition of chemical feed system at the wastewater treatment plant to treat phosphorous and evaluation of the metering configuration on the influent to the wastewater treatment plant.

#### **A. SURVEY AND DESIGN PHASE SERVICES**

CONSULTANT will provide the following Survey and Design Phase Services.

1. Receive any available information from CLIENT applicable to the PROJECT.
2. Perform a topographical survey of the PROJECT location. The survey will locate known physical features in, and immediately adjacent to, the right-of-way of the PROJECT, establish horizontal and vertical control, locate above ground topographic features and estimate the approximate location of known below ground features. Set two horizontal control points and establish two benchmarks outside of the estimated construction limits.
3. Receive information from utility companies having facilities within the PROJECT limits. CONSULTANT will contact ONE CALL to request utility companies locate existing utility infrastructure within the area to be surveyed.
4. Review and update previously studied pumping capacity recommendations for the PROJECT and obtain CLIENT's concurrence for the firm pumping capacity to be used in CONSULTANT's design of the replacement Main Lift Station.
5. Review grant funding opportunities for PROJECT with CLIENT and funding agencies.
6. Assist CLIENT with pre-selection and specification of submersible pumps and electrical equipment for the Main Lift Station and the East Lift Station.
7. Evaluate the existing metering configuration on the wastewater treatment plant's influent line and provide CLIENT with a recommendation regarding feasibility of modifying the configuration in conjunction with the PROJECT improvements.
8. Perform engineering design of a chemical feed system at the existing wastewater treatment plant for the treatment of phosphorous. CONSULTANT's services under this item include schematic drawings and specifications of a chemical feed system to be installed in an existing building at the wastewater treatment plant, schematic drawings and specifications of piping from the system to the existing treatment process, and electrical engineering of a branch circuit in the building's existing electrical system for power to the chemical feed system. CONSULTANT's services do not include:
  - a. Evaluation of the capacity of the existing building's electrical system.
  - b. Design of modifications (architectural, structural, mechanical, or otherwise) to the building.
9. Perform engineering design of PROJECT improvements. CONSULTANT and CLIENT anticipate the PROJECT improvements will include the following:
  - a. Site design for a new wet well with submersible pumps to replace the existing lift station.
  - b. Force main alignment between the PROJECT and the wastewater treatment plant.
  - c. Modification of existing gravity sanitary sewers to connect to new lift station.
  - d. Temporary bypassing specifications and requirements.
  - e. Temporary traffic control plan.
  - f. Storm Water Pollution Prevention Plan (SWPPP).
10. Prepare schematic drawings and specifications for replacement of submersible pumps and controls at the Main Lift Station and East Lift Station. Design of modifications (architectural, structural,

mechanical, or otherwise) to the existing Main Lift Station control building and/or existing structures at the East Lift Station are not included in this scope of services.

11. Prepare construction plans for the PROJECT improvements.
  12. Prepare a Project Manual for the PROJECT to include bidding documents, construction contract documents, and technical specifications for the PROJECT.
  13. Construction plans and Project Manual will be prepared to a Preliminary Check stage (approximately 50% complete status) and submitted to CLIENT for review and comment.
  14. Attend a Preliminary Check meeting at the PROJECT to discuss the design status.
  15. After the Preliminary Check meeting, CONSULTANT will address CLIENT's review comments and process the following stages of reviews through the CLIENT: Final Check and Final Deliverables.
  16. Assist the CLIENT with compiling a list of known utilities in the PROJECT limits and summarizing utility adjustment coordination for CLIENT records. Provide one set of construction plans to each utility owner known to have facilities located within the PROJECT limits.
  17. After the Final Check review, CONSULTANT will address CLIENT's comments and provide CLIENT with three (3) hard copies and one (1) PDF of the Final Deliverables which will include the final construction plans and Project Manual sealed by a licensed professional engineer.
  18. Prepare an opinion of probable construction costs at the Preliminary Check and Final Check project development stages.
  19. Prepare the permit application and applicable exhibits for known permits required for construction. CONSULTANT will deliver permit application(s) to CLIENT for CLIENT to submit for approval. Permit application fees will be the CLIENT's responsibility. CONSULTANT and CLIENT anticipate the following permits may be needed.
    - a. KDHE – Sanitary Sewer Permit.
    - b. KDHE NOI Permit.
  20. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated and therefore is not included in this scope of services.
  21. Environmental Assessment or Environmental Impact Statement services concerning the National Environmental Policy Act are not included in this AGREEMENT. The CONSULTANT does not anticipate these services will be necessary for the PROJECT. Should the need for such services arise, the CONSULTANT can provide these services by supplemental agreement.
  22. Geotechnical engineering services are not included within this scope of services. CONSULTANT will assist CLIENT in soliciting proposals for services from geotechnical engineering companies. CLIENT will contract directly with a qualified geotechnical engineering firm to provide geotechnical services.
- B. PROPERTY AND/OR EASEMENT ACQUISITION SERVICES** – Property and/or easement acquisition services are not included. CONSULTANT can provide CLIENT with property and/or easement acquisition services by separate agreement or addendum to this AGREEMENT.
- C. PUBLIC INVOLVEMENT SERVICES (Public Meetings)** – Public Involvement Services are not included. CONSULTANT can provide CLIENT with Public Involvement Services by separate agreement or addendum to this AGREEMENT.
- D. BID PHASE SERVICES** – Bid Phase Services are not included. CONSULTANT can provide CLIENT with Bid Phase Services by separate agreement or addendum to this AGREEMENT.

**E. CONSTRUCTION PHASE SERVICES**

CONSULTANT will provide the following Construction Phase Services.

1. Attend up to four (4) progress meetings in Eudora, review Contractor's submittals, and assist CLIENT with administration of the construction contract.

2. Provide qualified personnel to assist CLIENT with construction observation.
3. The budget of hours included in this Agreement for the Construction Phase Services is 80-hours of “Project Engineer 2” time and 400-hours of “Certified Construction observer” time.

**END OF EXHIBIT 1**

**EXHIBIT 2**  
**COST AND SCHEDULE**

**A. FEE**

1. CONSULTANT will provide services in Exhibit 1, Item A for a lump sum fee of **one hundred thousand and NO/100 Dollars (\$100,000.00)**. CLIENT will be invoiced for services in Exhibit 1, Item A in accordance with Section 4 of this AGREEMENT. Monthly invoicing will be based on the percentage of the scope of services performed.
2. CONSULTANT will provide services in Exhibit 1, Item E, for a fee based on the actual hours expended at CONSULTANT's Hourly Rates, but not to exceed **fifty-three thousand nine hundred twenty and NO/100 dollars (\$53,920.00)**. CLIENT will be invoiced for services in Exhibit 1, Item E in accordance with Section 4 of this AGREEMENT. CLIENT acknowledges and understands this fee is an estimated budget based on the volume of hours identified in Exhibit 1, Item E. Additional compensation in excess of this estimated budget may be necessary depending on the actual volume of hours expended by CONSULTANT for services in Exhibit 1, Item E.

**B. ESTIMATED PROJECT SCHEDULE**

1. CONSULTANT's estimated project schedule is shown below.

<b>Estimated Project Schedule</b>	
<b><u>Task</u></b>	<b><u>Estimated Completion Date</u></b>
Notice to Proceed	August 25, 2020
Topographic Survey	September 2020
Preliminary Check Status	November 2020
Final Check Status	January 2021
Final Deliverables	February 2021

## 2020 HOURLY RATES

<u>POSITION</u>	<u>PER HOUR 2020</u>
PRINCIPAL	\$266.00
PROJECT ENGINEER IV	\$194.00
PROJECT ENGINEER III	\$170.00
PROJECT ENGINEER II	\$159.00
PROJECT ENGINEER I	\$138.00
SENIOR DESIGN ENGINEER	\$155.00
DESIGN ENGINEER	\$128.00
ASSISTANT DESIGN ENGINEER	\$110.00
ARCHITECT	\$202.00
PROJECT ARCHITECT	\$162.00
DESIGN ARCHITECT	\$122.00
ASSISTANT ARCHITECT	\$100.00
TECHNICIAN II	\$117.00
TECHNICIAN I	\$99.00
SENIOR CONSTRUCTION OBSERVER	\$115.00
CERTIFIED CONSTRUCTION OBSERVER	\$103.00
CONSTRUCTION OBSERVER	\$92.00
SENIOR PROJECT SURVEYOR	\$192.00
PROJECT SURVEYOR	\$143.00
ASSISTANT PROJECT SURVEYOR	\$106.00
FIELD SUPERVISOR	\$111.00
SURVEYOR II	\$81.00
CAD SYSTEM AND OPERATOR	\$110.00
CLERICAL	\$65.00

### HOURLY RATE NOTES:

1. The hourly rates shown above are effective for services through December 31<sup>st</sup> of the contract year and are subject to revision annually.
2. For any Federal Wage and Hour Law non-exempt personnel, overtime will be billed at 1.5 times the hourly rates shown.
3. Expert Witness and Depositions will be charged at 1.5 times the hourly rates shown.

**END OF EXHIBIT 2**

**EXHIBIT 3**  
**SPECIAL PROVISIONS**

Not used.

**END OF EXHIBIT 3**



## **Agenda Statement**

**Date:** August 24, 2020  
**To:** Mayor, Vice-Mayor and City Commissioners  
**From:** Pam Schmeck, City Clerk  
**Re:** Proclamation naming September National Preparedness Month

### **Background**

Douglas County Emergency Management requested the City of Eudora approve a proclamation declaring September as National Preparedness Month. The goal of National Preparedness Month is to increase public awareness about the importance of preparing for emergencies and to encourage individuals to take action.

Jillian Rodrique, Douglas County Emergency Management Deputy Director, will attend Monday night's meeting to receive the proclamation.

**Budget Impact – N/A**

**City Manager Approval – N/A**

### **Recommended Commission Action**

*Suggested motion:* I move the City Commission approve the proclamation declaring September National Preparedness Month.

# PROCLAMATION

## NATIONAL PREPAREDNESS MONTH SEPTEMBER 2020

**WHEREAS**, National Preparedness Month is a nationwide effort held each September; and

**WHEREAS**, National Preparedness Month creates a significant opportunity for individuals and businesses to learn more about the importance of preparing for emergencies and to encourage them to take action; and

**WHEREAS**, no community is truly prepared for a disaster until every individual and family takes personal responsibility for preparedness and takes the time to prepare an emergency kit, make a family emergency plan, be informed about local threats and get involved in preparing their communities and making them more resilient; and

**WHEREAS**, local businesses play a key role in disaster response and recovery efforts, so each is encouraged to develop an emergency plan and continuity of operations plan for their business, employees and patrons; and

**WHEREAS**, Douglas County Emergency Management works with a wide variety of organizations, including local, state and federal government agencies and the private sector, to deter, prevent, and respond to all types of emergencies; and

**WHEREAS**, these activities, along with an active and engaged whole community, including participation in the Community Emergency Response Team program, contribute to a heightened level of preparedness and resiliency that is critical to securing the homeland; and

**WHEREAS**, as we observe National Preparedness Month, I urge each individual and business to take an active role in preparedness activities to increase our resilience from any emergency or disaster.

**NOW, THEREFORE**, the City Commission of Eudora, Kansas, hereby proclaims the month of September, 2020 to be

## **National Preparedness Month**

in Eudora and to recognize the importance of preparing for all potential emergencies to ensure a community of citizens who are disaster aware and disaster prepared.

**ADOPTED** this 24<sup>th</sup> day of August, 2020.

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Tim Reazin, Mayor

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Pam Schmeck, City Clerk



## Agenda Statement

**Date:** August 24, 2020  
**To:** Mayor Reazin, Vice-Mayor and City Commission  
**From:** Pam Schmeck, City Clerk  
**Re:** National Day of Service and Remembrance Day Proclamation

### **Background**

September 11<sup>th</sup> National Day of Service and Remembrance is the culmination of efforts, originally launched in 2002 that promotes community service on 9/11 as an annual and forward-looking tribute to the 9/11 victims, survivors, and those who rose up in service in response to the attacks.

September 11<sup>th</sup> is an ideal day to seek out opportunities to give back to your community or do a good deed for those who are less fortunate. Come together with your fellow Americans to plant trees, run food drives, clean up neighborhoods, paint public places... really, any act of service will suffice. The volunteer project you choose doesn't even have to be directly related to 9/11; simply uniting with others to do good is a beautiful act of remembrance.

On this day, it is asked by the President that the American flag is flown at half-staff at individual American homes, the White House and on all United States government buildings and establishments at home and abroad.

Staff would like to take this opportunity to remember the nearly 3000 people who died during terrorist attacks in New York City, Washington DC and Shanksville, Pennsylvania.

**Budget Impact – N/A**

**City Manager Approval – N/A**

### **Recommended Commission Action**

*Suggested Motion:* I move the City Commission approve the proclamation declaring September 11<sup>th</sup>, 2020, A National Day of Service & Remembrance Day.

# *Proclamation*

## *National Day of Service and Remembrance*

**WHEREAS**, on September 11, 2001, the American people endured the worst terrorist attack on U.S. soil in the nation's history with courage and heroism; and

**WHEREAS**, in response to this tragedy, Americans across the country came together in a remarkable spirit of patriotism and unity and carried out countless acts of kindness, generosity, and compassion; and

**WHEREAS**, community organizations and family members of 9/11 victims began observing the anniversary of September 11<sup>th</sup> as a charitable service day to honor the memory of those who were lost and those who united in response to the tragedy, including first responders and volunteers; and

**WHEREAS**, the Serve America Act, approved by Congress and enacted into law on April 21, 2009, directed September 11<sup>th</sup> to be observed and recognized as an annual "National Day of Service and Remembrance" and charged the Corporation for National and Community Service with leading this nationwide effort; and

**WHEREAS**, participating in service and remembrance activities on September 11<sup>th</sup> is a positive and respectful way to remember the lives of those lost, pay tribute to those who rose in service, and honor those who continue to serve our country today, including active-duty and reserve soldiers and their families, veterans, and first responders; and

**WHEREAS**, September 11<sup>th</sup> National Day of Service and Remembrance activities are being organized by a variety of nonprofits, faith-based and community groups, public agencies, educational institutions, private businesses, and other organizations across the nation; and

**WHEREAS**, on September 11, 2020, and on the days leading up to and following this day, citizens of Eudora, Kansas have an opportunity to participate in activities that honor 9/11 victims and heroes by joining together in service projects to meet community needs.

**NOW, THEREFORE**, the City Commission of Eudora, Kansas, do hereby proclaim September 11<sup>th</sup> to be

### **"A National Day of Service and Remembrance"**

in Eudora, Kansas, and call upon the people of Eudora, Kansas to honor the lives of those lost through participation in community service and remembrance ceremonies on this day and throughout the year.

**ADOPTED** this 24<sup>th</sup> day of August, 2020.

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Tim Reazin, Mayor

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Date