City of Eudora Modified Public Meeting Procedure

The City of Eudora will hold its regular City Commission meeting on Monday, September 14, 2020 beginning at 7:00 P.M. Due to the concerns of spread of COVID-19, the City Commission meeting will be held remotely. To meet the spirit and intent of the Kansas Open Meetings Act (KOMA), anyone can listen to the meeting live via a conference call. This access can be gained as follows:

Dial-in number (US): (701) 802-5407
Access code: 7548666#

If anyone wishes to make a public comment, they may do so by sending or e-mailing their comment to City Clerk Pam Schmeck by 5:00 P.M. on Monday, September 14, 2020. Public comments can also be mailed to the City Clerk at P.O. Box 650, Eudora, Kansas 66025 (please keep in mind delivery time; if they do not arrive by 5:00 P.M. Monday, September 14, 2020 they will not be read), submitted via the utility bill drop box on the east side of City Hall, or e-mailed to pschmeck@cityofeudoraks.gov . The public comments will be read by the City Clerk during the public comment portion of the meeting. All public comments must include the name and address of the person submitting the comment. Please remember that public comment is limited to 5 minutes per person.

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

EUDORA CITY COMMISSION
MEETING AGENDA
September 14, 2020
Eudora City Office
4 East 7th Street Eudora, Kansas
7:00 P.M.

Mayor: Tim Reazin
Vice Mayor: Ruth Hughs
City Commissioners: Jolene Born, Roberta Lehmann & Tim Bruce

I. CALL TO ORDER Roll Call Pledge of Allegiance

II. CHANGES OR ADDITIONS TO AGENDA – Approve agenda

III. CONSENT ITEMS:

A. **Consider minutes of August 24, 2020 Eudora City Commission meeting**
B. **Consider warrants against the City of Eudora**
C. **Consider August Police Department report**
D. **Consider August Fire Department report**

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

IV. BUSINESS ITEMS:

A. **Consider Nottingham Center Final Plat Development at 1428 Elm Street**
B. **Consider Presentation from Amino Brothers Co., Inc. – Proposed Construction Manager-at-Risk (CMAR) for Nottingham and Church Street Improvement Projects**

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. 7th Street
Eudora, Kansas
August 24, 2020
7:00 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	attended virtually

Quorum noted.

Pledge of Allegiance was recited.

Changes or additions to agenda
Mayor Reazin requested to remove the Executive Session from the agenda.
Mayor Reazin moved the City Commission approve the agenda with the removal of the Executive Session, motion seconded by Commissioner Hughs, all ayes, motion carried, 5-0.

Consent agenda 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

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

Public comments
Public comments were invited, and none were heard or submitted.

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.

City Manager Matite noted that bond council, Kevin Wempe and financial advisor, Tom Kaleko, with Baker Tilly, are present to answer any questions the commission may have. Matite stated that a similar item was presented to the commission in February, but as the redefinition of the Nottingham Property takes place, adjustments were needed to the amount not to exceed accordingly and is the first step to financing the project.

Wempe stated the ordinance presented is for the issuance of general obligation bonds to complete site work and infrastructure at the Nottingham site. Wempe stated that the Resolution to issue the notes would come before the commission at the second meeting in September.

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

B. Consider Resolution 2020-08 authorizing the offering for sale of taxable general obligation temporary notes, Series 2020-A

City Manager Matite stated the Resolution is needed to provide an outline for the commissioners on the sell process for the bonds. The sell will be a competitive sell and will be conducted on September 28, 2020. Formal action will be brought to the commission at the September 28, 2020 meeting.

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

C. Consider Downtown Grant application for 706 Main Street

Management Analyst, Jeffrey Rhodes stated Mary Kirkendoll, Eudora Yoga Center at 706 Main St submitted an application requesting a $1,000.00 grant for the property to repair window and door trim and general appearance of the building. He added that Kirkendoll would be providing matching funds to complete the project. Through the application scoring process, the applicant scored 85/100.

Mayor Reazin moved 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, motion seconded by Commissioner Born, all ayes, motion carried, 5-0.

D. Friends of the Kaw update

Parks and Recreation Director, Sally Pennington introduced Kim Bellemere with Friends of the Kaw and Courtney Masterson with Native Lands, LLC to present the grant funded project for the Wakarusa Boat Ramp Restoration.

Bellemere provided an overview to the commission on Friends of the Kaw. Friends of the Kaw provides cleanups, installation of boat ramps, and restoration work to help preserve the Kansas River and promote it. Bellemere stated the importance of the Wakarusa boat ramp, being ½ mile from the Kansas River and providing an access point for individuals wanting to get on or off the Kansas River.

Bellemere stated the Wakarusa Riverbank Restoration Project is being paid for in part by the Douglas County Heritage Conservation Council. The project will be a two-year project, removing invasive vegetation and working to plant native vegetation, aiding in the filtration of debris and pollutants and provide habitat for wildlife, along with food sources for pollinators. Bellemere also noted the Eudora Parks and Recreation Foundation is committing $3,000.00 for the bioswales.

Masterson stated her part of the project will be working with volunteers to educate them on native landscapes and restoring the ecosystem. She stated that the grassy hill will be short prairie grass and will be maintained by burning it off. Within the prairie grass area will also be wildflowers. She added that bioswales will be placed on the project where water flow is natural with plants that prefer extra water to help filter water before it enters the Wakarusa River and the riparian area along the river bank will be cleaned up and the bed will be planted with ferns and other plants with an open tree canopy to allow you to see the river, making it more inviting.

E. Consider contract for engineering services with BG Consultants, Inc.

Public Works Director, Branden Boyd stated in a previous work session, the need to separate the east and main lift stations along with phosphorus treatment for the wastewater plant. He stated the city received three bids for the design project and staff recommends moving forward with BG Consultants because they are familiar with the sewer plant, lift stations and sewer mains, and would allow the process to move forward more quickly.

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

F. Consider Proclamation declaring September as National Preparedness Month

Jillian Rodrique, Douglas County Emergency Management Deputy Director, thanked the City for elevating National Preparedness Month. Rodrique added that people need to remain prepared for emergencies, by taking a few moments and create an emergency kit in the event of a disaster.

Mayor Reazin moved the City Commission approve the proclamation declaring September National Preparedness Month, motion seconded by Commissioner Born, all ayes, motion carried, 5-0.

G. Consider Proclamation remembering 09/11/01

Commissioner Hughs moved the City Commission approve the proclamation declaring September 11th, 2020 a National Day of Service & Remembrance Day, motion seconded by Commissioner Born, all ayes, motion carried, 5-0.

Mayor and City Commission Comments
Mayor Reazin asked other commissioners their thoughts of expanding the Downtown grants to other businesses, not on Main Street, because multiple downtown businesses have received grants and funds are available.

Consensus by commissioners was to explore the idea.

Commissioner Bruce – No comment.

Vice Mayor Hughs commented that she visited with a friend who stated how easy it was working with the city manager's office on a grant application for the Eudora food pantry and thanked staff for providing exceptional service.

She also asked Jeffrey Rhoades to add something to the weekly update reminding citizens about the Eudora Times, and asked Lucy Krisman with the Eudora Times to remind citizens that they can sign up for the updates.

Commissioner Born – No comment.

Commissioner Lehmann noted seeing a post on social media stating the resident had reached out to the city about bricks on Church Street, but had not heard back from city staff and wanted to make sure staff had followed through and contacted the citizen.

City Manager and Staff Comments

City Manager Barack Matite commented that September 17th, from 1:30-3:00 there will be an announcement and asked the commissioners to try to be available. The event will take place at City Hall. Matite thanked Commissioner Bruce for assisting in the CMAR interview process. The firm selected will become part of the development team.

He also noted that the Eudora Times is active again, so they may reach out to commissioners for interviews on different stories.

City Management Analyst Jeff Rhodes commented that the city was approved for $518,000.00 through the CARES Act and we are waiting on final approval by the State on the funding.

Director of Public Works Branden Boyd commented that the Bluejacket Park project will hopefully begin within the next week. There was a delay due to some paperwork that needed to be completed between KDOT and the contractor. He also noted that the brush dump will be pushed back a week due to Labor Day.

The 8th and 9th Street projects are moving along and will hopefully see pavement within the next few weeks. He said that the contractor for Peach Street was supposed to be here last week but has to be rescheduled and will hopefully be here this week, if not the city will move a few people from the 8th and 9th street project to pour the curb so asphalt can be placed.

Police Chief Wes Lovett – No comment.

Fire Chief Ken Keiter commended that interviews have been completed and conditional offers have been made to seven new volunteer firefighters.

Parks & Recreation Director Sally Pennington commented that the Great Kaw Adventure Race has officially been cancelled for this year due to COVID-19.

City Clerk Pam Schmeck – No comment.

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

Meeting adjourned at 7:50 pm.

_____

Tim Reazin, Mayor

_____

Eric Strimple, Billing Specialist

City of Eudora Police Department

Report Date Range: 08/01/2020 to 08/31/2020

Dispatched Calls- Priority Level= 108

INCIDENT TYPE	# INCIDENTS	% of TOTAL
Medicals	31	28.70%
Adult/Child Welfare Checks	10	9.26%
Disturbances	10	9.26%
Accidents	9	8.33%
Drunk/Reckless Driver	8	7.41%
Alarms	5	4.63%
Other	35	32.41%
TOTAL	**108**	100.00%

Dispatched Calls- Non-Priority= 143

INCIDENT TYPE	# INCIDENTS	% of TOTAL
Request Speak to Officer	51	35.66%
Animal Calls	16	11.19%
Motorist Assist	9	6.29%
Investigate Vehicle	9	6.29%
Parking Violations	9	6.29%
Fireworks Calls	8	5.59%
Other	41	28.67%
TOTAL	**143**	100.00%

Self-Initiated Calls/Stops= 182

TYPE	#	
Traffic Stops	143	
Traffic Citations	18	also counts as a traffic stop
Criminal Citations	9	also counts as a traffic stop
Arrests	5	includes warrants served & DUI's
Warrants Served	4	
Attempted Warrants	3	
DUI's	0	
TOTAL	**182**	

***Total officer interactions for the month of August= 433**

Investigations:

Detective Flick currently has 16 active cases: 4 burglaries, 8 sex crimes,
1 abuse case, 1 rape, 1 auto thefts. 26 cases are pending with the DA's office & court system.
Detective Flick has closed 0 cases this month.

News & Events:

Other:

Curtis Isele has been hired as a police officer and has started field training.

City of Eudora Fire Department

Eudora, KS

This report was generated on 9/3/2020 4:00:42 PM

Incident Statistics

Start Date: 08/01/2020 | End Date: 08/31/2020

INCIDENT COUNT	
INCIDENT TYPE	**# INCIDENTS**
EMS	32
FIRE	15
TOTAL	47

TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	**# of APPARATUS TRANSPORTS**	**# of PATIENT TRANSPORTS**	**TOTAL # of PATIENT CONTACTS**
E1232	2	2	2
S1251	4	6	7
TOTAL	6	8	9

PRE-INCIDENT VALUE	LOSSES
$0.00	$0.00

CO CHECKS	
TOTAL	

MUTUAL AID	
Aid Type	**Total**
Aid Received	1

OVERLAPPING CALLS	
# OVERLAPPING	**% OVERLAPPING**
4	**8.51**

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	**EMS**	**FIRE**
City of Eudora Fire Department	0:04:12	0:06:23
	AVERAGE FOR ALL CALLS	0:04:54

LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	**EMS**	**FIRE**
City of Eudora Fire Department	0:01:17	0:02:22
	AVERAGE FOR ALL CALLS	0:01:39

AGENCY	AVERAGE TIME ON SCENE (MM:SS)
City of Eudora Fire Department	22:33

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

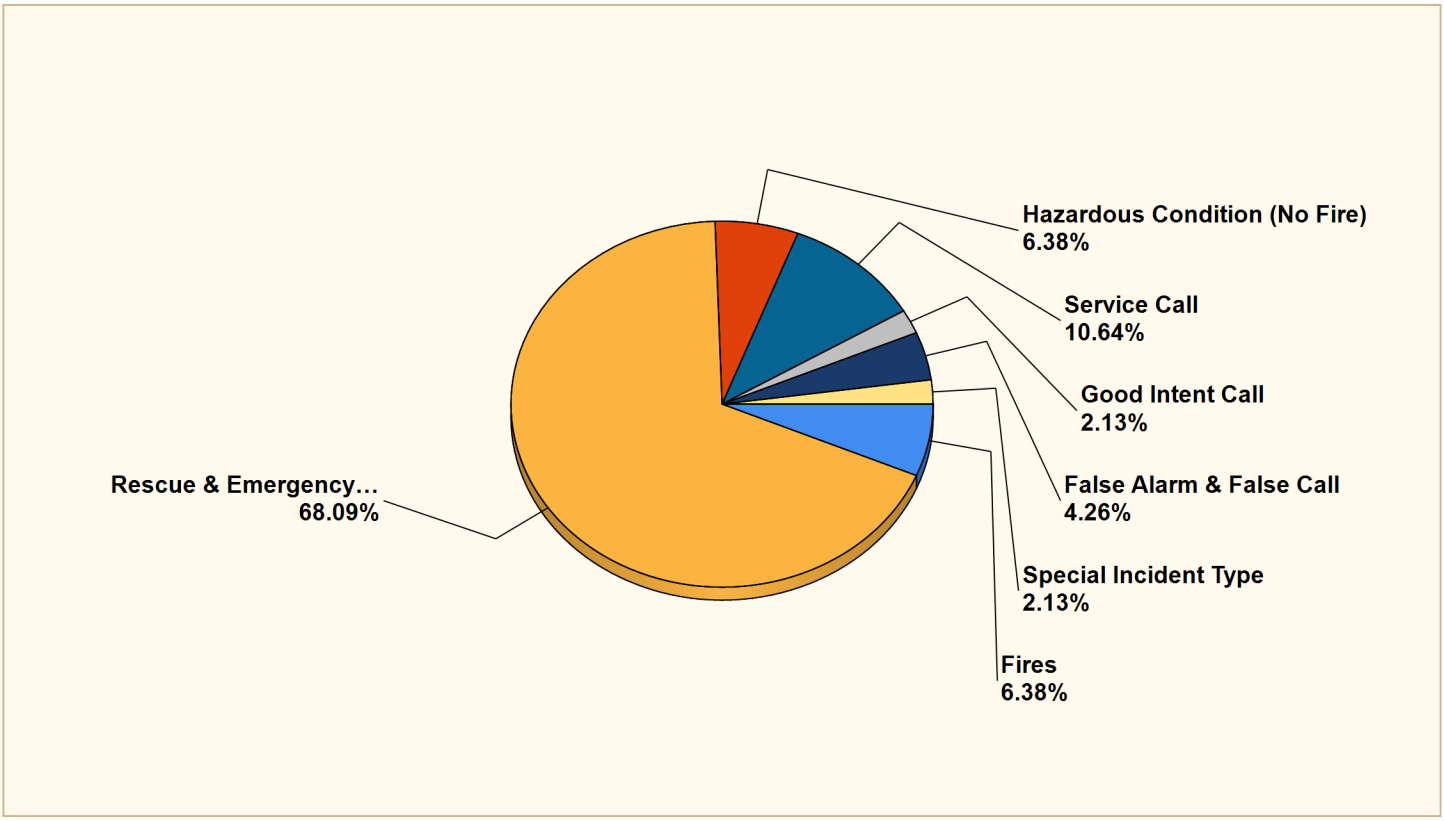
City of Eudora Fire Department

Eudora, KS

This report was generated on 9/3/2020 4:02:33 PM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 08/01/2020 | End Date: 08/31/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	6.38%
Rescue & Emergency Medical Service	32	68.09%
Hazardous Condition (No Fire)	3	6.38%
Service Call	5	10.64%
Good Intent Call	1	2.13%
False Alarm & False Call	2	4.26%
Special Incident Type	1	2.13%
TOTAL	47	100%

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

Detailed Breakdown by Incident Type		
INCIDENT TYPE	**# INCIDENTS**	**% of TOTAL**
111 - Building fire	1	2.13%
131 - Passenger vehicle fire	1	2.13%
143 - Grass fire	1	2.13%
321 - EMS call, excluding vehicle accident with injury	32	68.09%
412 - Gas leak (natural gas or LPG)	2	4.26%
442 - Overheated motor	1	2.13%
554 - Assist invalid	4	8.51%
561 - Unauthorized burning	1	2.13%
611 - Dispatched & cancelled en route	1	2.13%
733 - Smoke detector activation due to malfunction	1	2.13%
743 - Smoke detector activation, no fire - unintentional	1	2.13%
900 - Special type of incident, other	1	2.13%
TOTAL INCIDENTS:	**47**	**100%**

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

City of Eudora, Kansas

Planning Commission

Agenda Statement

Date: September 14, 2020
To: Mayor and City Commission
From: Planning Commission
Re: Consider Final Plat for Nottingham Center and acceptance of the dedication of streets and other public ways, service, and utility easements and any land dedicated for public use.

Background
On July 28, 2020 the City of Eudora received a Final Plat for the Nottingham commercial development on property addressed as 1428 Elm Street. The preliminary plat for the Nottingham commercial development was considered and approved previously with the preliminary development plan earlier this year.

This proposed final plat is for the entire 14.65 acres and would divide the property into two parcels (Lot 1 and Lot 2); Tract A for access, drainage and utility purposes to be owned and maintained by the Owners Association; and Tract B to be held for future subdivision by the City of Eudora. The proposed final plat also includes the identification of various easement and right-of-way areas that would be dedicated for the provision of access, drainage and utilities to and around the entire development site. In addition to the proposed final plat document the Declaration of Association and Easements, Covenants, Conditions and Restrictions has been provided by the current owner to be filed with the final plat if approved.

The application materials were reviewed by City Staff for compliance with the applicable City of Eudora regulations and policies. Review comments were provided to the applicant and the applicant subsequently provided responses and revisions to the submitted application materials on August 24, 2020. These revisions and responses were found to be acceptable by City Staff.

Review Criteria / Considerations
The City Staff and Planning Commission found that although the final plat proposed fewer lots (2 lots and 2 tracts) than the preliminary plat (8 lots and 2 tracts) this was done to allow flexibility in consideration of future tenant needs and thus the proposed final plat did not differ materially from the approved preliminary plat. Any future proposed adjustments related to lot / tract configuration, easements or rights-of-way will require lot split or replating processes and will be evaluated in light of the approved preliminary plat and this final plat.

The Planning Commission approved the Final Plat as presented in the attached packet materials with the following conditions:

1. Clean up any general typographical / technical errors and add information as necessary to address previous staff review comments and meet Douglas County requirements for filing / recording

such plat documents. Such final version of the plat document shall be provided for City Staff review / approval prior to executing signatures on the document.

2. Provision of the certificates, outlined in item (2) E – L of Section 17-403 (b), as evidenced by the signatures on the final plat document and supporting documents prior to filing / recording.
3. Per Section 17-403 (b) 3 – 5 the following items be adequately addressed to the satisfaction of City Staff:
    a. Prior to filing of the final plat with the Register of Deeds, the licensed engineer or licensed land surveyor responsible for the survey and final plat shall certify to the city officer that all lots shown have been pinned.
    b. Prior to filing of the final plat with the Register of Deeds, the applicant shall submit Homeowners Association documents to the Codes Administrator for review by the City attorney.
    c. Prior to filing of the final plat with the Register of Deeds, construction plans shall be submitted to the Codes Administrator and approved by the City Engineer and Public Works Director.
4. Meet all applicable federal, state and local regulations and acquiring applicable permits.

Noting that per Section 17-402 (c) (6):
If a building permit for substantial construction has not been applied for and issued for any portion of a subdivision within five years of filing with the Douglas County register of deeds the final plat shall be null and void.

Per Section 17-402 (c) (4) of the Subdivision Regulations the City Commission shall consider the conditional approval of the Final Plat as follows:

> *A final plat that has been approved by the Planning Commission shall be submitted to the governing body for its acceptance of the dedication of streets and other public ways, service, and utility easements and any land dedicated for public use. The city council shall accept or refuse the dedication within 30 days after the first meeting of the city council following the date of the submission of the plat to the city clerk. The city council may defer action for an additional 30 days for the purpose of allowing for modifications to comply with the requirements established by the city council. No additional fees shall be assessed during that period. Failure of the governing body to execute an acceptance of dedication shown on the plat shall be deemed to be a refusal of the proposed dedication. If the city council defers or refuses such dedication, it shall advise the Planning Commission of the reasons for its action.*

Budget approval – N/A

City Manager Approval – N/A

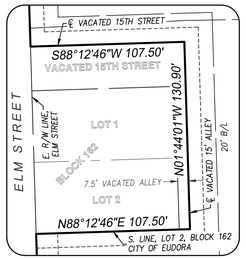
Recommended Commission Action
Suggested motion #1: I move the City Commission approve the action taken by the Planning Commission and accept the dedication of streets and other public ways, service, and utility easements and any land dedicated for public use as shown on the plat.

Suggested motion #2: I move the City Commission approve the Nottingham Center Declaration of Association and Easements, Covenants, Conditions and Restrictions Document and direct the City Manager to create the Owners Association that will oversee and maintain the Nottingham Center Development.

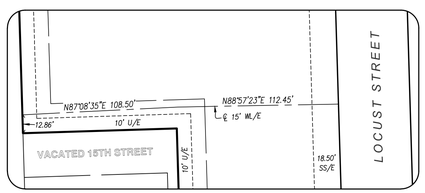
FINAL PLAT

NOTTINGHAM CENTER

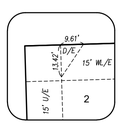
A REPLAT OF PART OF BLOCK 161 AND A PART OF VACATED RIGHT-OF-WAY ACCRUING THERETO, LOTS 3 THROUGH 20 IN BLOCK 162 AND VACATED RIGHT-OF-WAY ACCRUING THERETO, LOTS 1 THROUGH 20 IN BLOCK 163 AND VACATED RIGHT-OF-WAY ACCRUING THERETO, LOTS 1 THROUGH 20 IN BLOCK 188 AND VACATED RIGHT-OF-WAY ACCRUING THERETO, LOTS 1 THROUGH 20 IN BLOCK 189 AND VACATED RIGHT-OF-WAY ACCRUING THERETO, A PART OF BLOCK 190 AND PART OF VACATED RIGHT-OF-WAY ACCRUING THERETO, ALL IN THE CITY OF EUDORA, DOUGLAS COUNTY, KANSAS



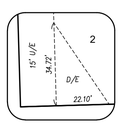
DETAIL "A"



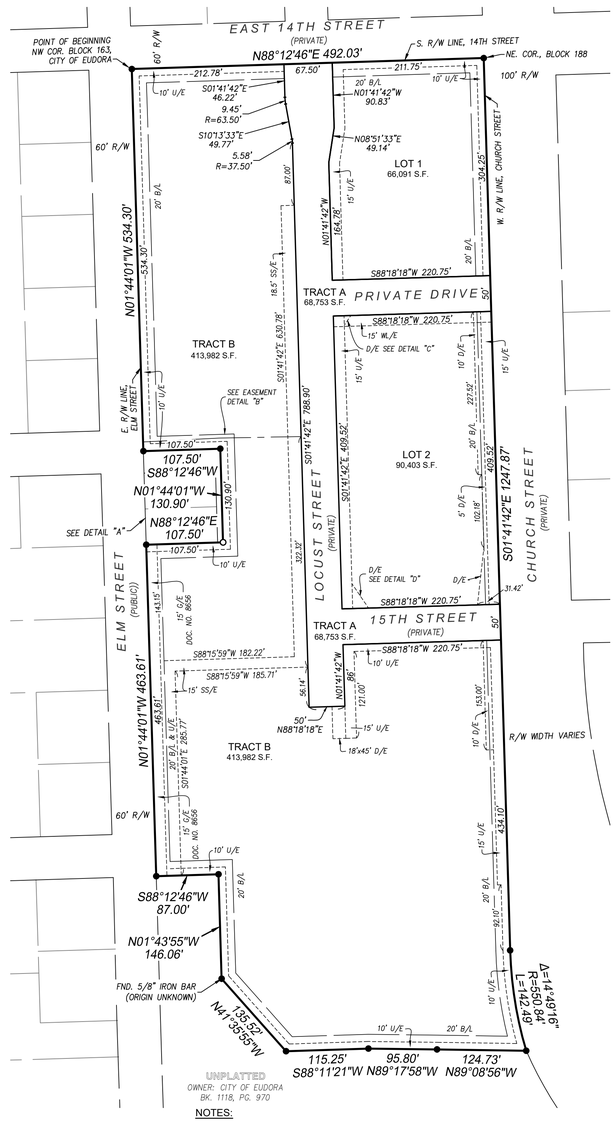
EASEMENT DETAIL "B"

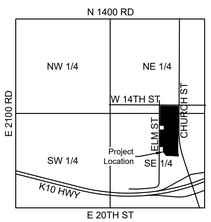


EASEMENT DETAIL "C"



EASEMENT DETAIL "D"





LOCATION MAP

SECTION 8-13-21
Scale 1" = 2000'

N

LEGEND:

- ● FOUND 1/2" REBAR WITH LS 889 CAP, UNLESS OTHERWISE NOTED
- ○ SET 1/2" X 24" REBAR WITH RIC MOCLS2011003572 KSCLS234 CAP
- *L* LENGTH OF CURVE
- *R* RADIUS OF CURVE
- *Δ* DELTA
- *B/L* BUILDING SETBACK LINE
- *U/E* UTILITY EASEMENT
- *D/E* DRAINAGE EASEMENT
- *SS/E* SANITARY SEWER EASEMENT
- *WL/E* WATERLINE EASEMENT
- *G/E* GAS LINE EASEMENT
- *R/W* RIGHT OF WAY LINE

NOTES:

1. Basis of Bearings: U.S. State Plane, Kansas North Zone, NAD 83.

2. All bearings and distances shown on this plat are measured unless otherwise noted.

3. CLOSURE CALCULATIONS:
   Precision, 1 part in: 199278.973'
   Error distance: 0.020'
   Error direction: N23°05'15"W
   Perimeter: 3930.56'

4. Flood Plain Note: According to the F.E.M.A. Flood Insurance Rate Map Number 20045C0211D revised August 5, 2010, this tract graphically lies in OTHER AREAS, ZONE X, defined as areas determined to be outside the 0.2% annual chance floodplain.

5. A 1/2" x 24" rebar with cap will be set on all property corners upon completion of construction.

6. Record source of Subject Property is Book 1128, Page 5627, recorded in the office of the Register of Deeds, Douglas County, Kansas.

DESCRIPTION

A tract of land in the platted CITY OF EUDORA, and being all that part of Block 161 and a part of vacated right-of-way accruing thereto, Lots 3 through 20 in Block 162 and vacated right-of-way accruing thereto, Lots 1 through 20 in Block 163 and vacated right-of-way accruing thereto, Lots 1 through 20 in Block 188 and vacated right-of-way accruing thereto, Lots 1 through 20 in Block 189 and vacated right-of-way accruing thereto, a part of Block 190 and part of vacated right-of-way accruing thereto, all in the City of Eudora, Douglas County, Kansas more particularly described as follows:

Beginning at the Northwest corner of said Block 163, said point being on the South right-of-way line of Fourteenth (14th) Street and the East right-of-way line of Elm Street; thence along said South right-of-way line, North 88°12'46" East a distance of 492.03 feet to the Northeast corner of said Block 188, said point being on the West right-of-way line of Church Street; thence along said West right-of-way line, South 01°41'42" East a distance of 1247.87 feet; thence southerly continuing along said West right-of-way line, along a tangent curve to the left having a radius of 550.84 feet and a central angle of 14°49'16" for a distance of 142.49 feet; thence leaving said West right-of-way line, North 89°08'56" West a distance of 124.73 feet; thence North 89°17'58" West a distance of 95.80 feet; thence South 88°11'21" West a distance of 115.25 feet; thence North 41°35'55" West a distance of 135.52 feet; thence North 01°43'55" West a distance of 146.06 feet; thence South 88°12'46" West a distance of 87.00 feet to a point on the East right-of-way line of Elm Street and being the Northwest corner of said Block 161; thence along said East right-of-way line, North 01°44'01" West a distance of 463.61 feet to the Southwest corner of Lot 2 in said Block 162; thence leaving said East right-of-way line and along the South line of said Lot 2, North 88°12'46" East a distance of 107.50 feet to a point on the centerline of a vacated alley; thence along the centerline of said vacated alley, North 01°44'01" West a distance of 130.90 feet to a point on the centerline of vacated Fifteenth (15th) Street; thence along the centerline of said vacated street, South 88°12'46" West a distance of 107.50 feet to a point on said East right-of-way line of Elm Street; thence along said East right-of-way line, North 01°44'01" West a distance of 534.30 feet to the Point of Beginning, containing 639,227 square feet, or 14.675 acres, more or less.

DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as:

"NOTTINGHAM CENTER"

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Eudora, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, under and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the owner(s), its heirs, successors and assigns of Tract "A", NOTTINGHAM CENTER and their invitees. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

An easement or license to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "SS/E" is hereby granted to the City of Eudora, Kansas.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of water and similar facilities, upon, over and under these areas outlined and designated on this plat as "Waterline Easement" or "WL/E" is hereby granted to the City of Eudora, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes.

An Access Easement (A/E) is hereby granted to the City of Eudora for access. An Access Easement "A/E" is also dedicated for public access. Maintenance and any improvements thereon shall be the responsibility of all lot owners having access or use of said easement.

RESTRICTIONS

Tract "A" is hereby reserved as Access Easement (A/E), Drainage Easement (D/E) and Utility Easement (U/E), and shall be owned and maintained by the Owners Association.

Tract "B" is hereby reserved for future platting purposes, and shall be owned by the City of Eudora and maintained by the Owners Association.

I hereby certify that this Subdivision Plat is based upon an actual survey completed on the ground by me or under my direct supervision and that said survey meets or exceeds the current Kansas Minimum Standards For Boundary Surveys as established by the Kansas Board of Technical Professions, and that said survey is true and correct to the best of my professional knowledge and belief. This survey was completed in the field on 6th day of June 2020.

_____
Steve E. Roberts, Kansas LS-902
RIC CLS-234
sroberts@ric-consult.com

EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this _____day of _____ 20__.

THE CITY OF EUDORA

_____
Tim Reazin, Mayor

STATE OF KANSAS)
) SS
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____20__, before me a Notary Public in and for said County and State, came Tim Reazin, Mayor of THE CITY OF EUDORA, who is personally known to me to be the same person who executed the foregoing instrument of writing duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

_____ My Appointment Expires:_____
Notary Public

APPROVALS

APPROVED by the Planning Commission of the City of Eudora, Douglas County, Kansas, on this _____ day of _____ 20__.

_____
Grant Martin, Planning Commission Chairperson

APPROVED by the Planning & Codes Administration of the City of Eudora, Douglas County, Kansas, on this _____ day of _____ 20__.

_____
Curtis Baumann, Codes Administrator

DEDICATION of rights-of-way and easements and vacation of easements accepted by the City Council, City of Eudora, Douglas County, Kansas, on this _____ day of _____ 20__.

_____ _____
Tim Reazin, Mayor Pamela Schmeck, City Clerk

REGISTER OF DEED CERTIFICATE

Filed for Record as Document _____ on this _____ day of_____, 2020 at _____ o'clock ____ in the Office of the Register of Deeds of Douglas County, Kansas,

_____
Kay Pesnell, Register of Deeds

COUNTY SURVEYOR'S APPROVAL

I hereby certify this plat meets the requirements of K.S.A. 58-2005. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

_____
Kevin R. Sontag, PS1640 DATE
DOUGLAS COUNTY SURVEYOR

19-0224

NOTTINGHAM CENTER

Prepared For:
Barack Matite, City Manager
City of Eudora
4 E Seventh Street
Eudora, KS 66025
(785) 542-2153

Date of Preparation: July 27, 2020
Date of Revision: August 24, 2020

Renaissance Infrastructure Consulting
132 Abbie Avenue
Kansas City, Kansas 66103
913.317.9500
www.ric-consult.com

*Aug 26, 2020-8:02am User: cpierce Z:\RIC Design\2019\19-0224\Dwg\Sheets\19-0224 SV\FPLT01.dwg

(Space above Line for Recorder's Use)

NOTTINGHAM CENTER
DECLARATION OF ASSOCIATION AND OF
EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION is made this ____ day of _____, 2020, by THE CITY OF EUDORA, KANSAS (hereinafter referred to as "Declarant").

RECITALS

1. Declarant currently owns the property more fully described in Exhibit A which is attached hereto, consisting of approximately 14.675 acres in Douglas County, Kansas (referred to herein as the "Subject Property"). The Subject Property is intended to be or has been subdivided into Lot 1, Lot 2, and Tract B, and may be further subdivided into additional lots (each, a "Lot" and collectively, the "Lots"), and that certain Tract A (the "Common Area"), all as shown on Exhibit B which is attached hereto and incorporated herein by this reference.

2. Declarant desires to subject all of the Subject Property to agreements and covenants, each and all of which is and are for the benefit of the Subject Property and for each owner thereof and which shall apply to, be enforceable by and bind any owner or occupant of all or any portion of the Subject Property.

NOW, THEREFORE, Declarant hereby covenants and agrees that, effective upon the recording hereof in the office of the Register of Deeds of Douglas County, Kansas, the Subject Property, and each and every portion thereof is, and shall be held, transferred, sold, conveyed and occupied subject to the agreements, covenants, restrictions, easements, reservations, conditions and limitations hereinafter set forth, to-wit:

ARTICLE I
DEFINITIONS OF TERMS USED

In addition to such other terms as may be defined elsewhere in this Declaration, the following terms shall have the following meanings in this Declaration:

1.01 "Association" shall mean the association (incorporated or otherwise) of the Owners (as defined in Section 1.06 hereof) of the Subject Property provided for herein.

1.02 "Common Area" shall mean Tract A, making up part of the Subject Property, and such tracts in the future designated as common areas, which shall be for entry ways, internal roads, drainage facilities and other facilities benefitting all of the Subject Property.

1.03 "Declaration" shall mean this instrument.

1.04 "Improvements" shall mean and include a building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, walls, hedges, signs, lawns, mass plantings, other landscaping and any structure of any type or kind now or hereafter located on any portion of the Subject Property.

1.05 "Owner" or "Owners" shall mean the person or persons whose estate or interests aggregate fee simple absolute ownership of a parcel of the Subject Property.

1.06 "Permittees" of an Owner shall mean the lessees, sublessees and licensees of such Owner and anyone else holding or occupying said Owner's portion of the Subject Property, and the officers, directors, agents, customers and invitees of any of them.

1.07 "Person" shall mean an individual, general partnership, limited partnership, corporation, limited liability company or other entity.

1.08 "Restrictions" shall mean the restrictions as set forth herein under ARTICLE IX and other parts hereof.

ARTICLE II
MEMBERSHIP IN ASSOCIATION

The Owners of Lots within the Subject Property shall be the members of an Association, which is hereby created and established, to be known as the Nottingham Center Association. Whenever so determined by the Association, the Association shall be incorporated under the laws of the State of Kansas as a corporation not organized for profit, which corporation and rights and duties of the members thereof shall be subject to the provisions hereof and such other terms and conditions as the members shall determine. Membership in the Association shall be limited to the Owners of Lots within the Subject Property as such ownership exists from time to time.

ARTICLE III
GENERAL CHARACTER AND PURPOSE OF DECLARATION

It is the intent of this Declaration to provide agreements, covenants, restrictions, reservations, standards and easements to ensure that the Subject Property will contain a park-like setting for business, commerce and other related purposes, with landscaped, open areas, attractive, high-quality structures, and harmonious use, development and improvement of all the Subject Property, in order: to protect the Owners and Permittees against improper and undesirable use of surrounding property; to protect against depreciation in value of property; to encourage the erection of attractive Improvements with appropriate locations; to prevent haphazard and inharmonious improvement of property; and to provide generally a high quality type of improvement and development of the Subject Property. This section will be used by the Association as a standard in judging performance and interpreting the provisions of the Declaration

and in granting or disallowing approval of development by Owners and their Permittees in the Subject Property; provided however, that the Association shall always be reasonable in exercising its powers hereunder.

ARTICLE IV
ASSOCIATION MEMBERSHIP

4.01 Membership Qualification. The Owner of each platted Lot is entitled to one membership in the Association. If more than one person collectively constitutes an Owner of a Lot, such persons shall decide how to cast their membership's votes.

4.02 Voting Rights. Each Owner's membership shall have one (1) full vote for each square foot (or fraction thereof) of the Lot of the Subject Property owned in fee simple by such Owner. Every Owner entitled to vote may vote in person or by proxy.

4.03 Duties and Powers. The presence of Owners holding at least one half (1/2) of the eligible votes shall constitute a quorum at a meeting of the members of the Association. Actions of the Owners shall be by a majority of the votes cast by the Owners in attendance in person or by proxy at any meeting at which there is a quorum present. The Association shall have the right to perform the duties, assume the obligations, levy and collect the assessments and exercise, implement and carry out the rights, powers and authorities provided for hereunder. The Association shall have the right to promulgate bylaws, operating agreements, or procedures for the conduct of the Association's affairs consistent with the provisions hereof. Such procedures will provide for written notice of meetings of the Owners to be given to all Owners at least five (5) days prior to any such meeting in accordance with the provisions hereof; provided that such notice may be waived by the Owners. The Association shall provide for the enforcement of the covenants herein set forth, shall establish policies and procedures for the review and approval of plans and specifications in accordance with this Declaration, shall have the right to provide for making or maintaining any Improvements which the Association may deem necessary or desirable and shall otherwise establish such procedures and policies reasonably necessary or desirable to provide for the general welfare of the Association in accordance with the spirit and letter of this Declaration, including the power to make variances in these covenants, but only in accord with the language and purpose of Article III hereof and all applicable laws, ordinances and regulations. The Association may delegate any or all of such duties and powers to such committees, boards of directors and officers as may be established in such operating agreements or procedures.

4.04 Period of City Control. Notwithstanding the foregoing, until the expiration of the Period of City Control, the City of Eudora, Kansas (the "City"), shall have the right to act on behalf of the Association, to exercise all rights of the Association, and to appoint and remove all members of the Association and/or its board. The "Period of City Control" shall commence with the recording of this Declaration and shall continue until the earlier of: (i) the date by which City has transferred and conveyed at least 50% of the square footage of the Lots within the Subject Property to third-party owners; or (ii) the date that City elects, in its discretion, to transfer, relinquish and/or surrender all of its rights as to the Association in this Declaration (except in its capacity as an Owner).

ARTICLE V
POWERS AND DUTIES

5.01 General Powers and Duties. The Association shall have such rights, powers or authorities as are reasonably necessary or convenient in order to accomplish the objective of this Declaration, and, without limiting the generality of the foregoing, shall have the following powers whenever in the reasonable exercise of its discretion the Association may deem them necessary or advisable; provided, however, that except as is expressly provided otherwise in Section 7.04 hereof, nothing contained herein shall be construed as imposing any duty on the Association to enforce any agreements, covenants, restrictions or reservations contained herein or granted to the Association by any other document, instrument or agreement, such enforcement to be left solely to the discretion of said Association, to-wit:

(a) Common Area. To own and control the Common Area for the benefit of the Lots and their Owners, and pay taxes and assessments thereon, if any.

(b) Building Restrictions. To enforce either in the Association's name or in the name of the Owners, any or all covenants, agreements and/or restrictions created or imposed by this Declaration, either in the form as originally placed thereon or as modified subsequently; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of said covenants, agreements and/or restrictions being made by the Association.

(c) Snow Removal. To provide for the plowing and removal of snow from sidewalks or parking lots within the Subject Property if and to the extent that similar services are not provided by public authorities or the individual Owner or that such services provided by public authorities or individual Owners are not adequate in the reasonable judgment of the Association.

(d) Landscaping. To care for, spray, trim, protect, plant and replant trees and shrubbery and sow and re-sow grass within the Common Area.

(e) Vacant and Unimproved Property. To mow, cut and remove weeds and to have the power to mow, care for and maintain grass from and on vacant and unimproved portions of the Subject Property; to pick up and remove therefrom loose material, trash and rubbish of all kinds, and to do any other things necessary or desirable in the reasonable judgment of the Association to keep such vacant and unimproved property neat in appearance and in good order. Notwithstanding the foregoing, the Association shall exercise all reasonable efforts to require the Owners of the vacant or unimproved property in question to perform the activities described in this subsection at the cost and expense of said Owner or Owners. The Association shall only perform said activities in the event of default by said Owner or Owners and without waiving any rights against said Owner or Owners.

(f) Easements. To exercise control over any rights, powers and privileges under such easements as it may acquire from time to time.

(g) Street, Utilities and Storm Water Facility Maintenance. To contract for

or accept charges related to maintenance and upkeep of the roadways and their related amenities, such as landscaping, and utility services that are not publicly maintained. To maintain all storm water facilities on the Subject Property, including but not limited to drainage facilities (wet or dry) and storm sewers that are not publicly maintained.

(h) **Security Services.** To provide for such security as the Association may reasonably deem appropriate.

5.02 **Standard of Responsibility.** In exercising its powers and discharging its duties hereunder, the Association shall operate in good faith, reasonably and in a manner reasonably determined to be in the interests of the Subject Property as a whole; provided that neither any of the Owners as members of the Association nor any officers or directors thereof shall be liable to any Owner, Permittee or other person by reason of any action or omission by the Association.

5.03 **Association's Address.** The Association shall notify all Owners of: the places, times and purposes of the regular and any special meetings of the Association; the place where payments of assessments shall be made and all other business in connection with the Association may be transacted, from time to time; and the use of any new address by the Association.

5.04 **To Observe All Laws.** The Association shall observe all laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of the Declaration which is not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and to provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject however to the limitations herein.

5.05 **Good Standing.** Upon prior written request of any Owner of land within the Subject Property the Association shall, within thirty (30) days after receipt of such request, provide such Owner with a statement certifying whether all assessments due and owing have been paid, whether any improvements constructed in or on the land within the Subject Property are acceptable, and whether the Owner is in good standing in the Association.

ARTICLE VI
METHOD OF PROVIDING GENERAL FUNDS

6.01 **Annual Assessment.** For the purposes of providing a general fund to enable the Association to exercise the powers and render the services herein provided for, all of the Lots, as now or hereafter constituted, shall be subject to the obligation to pay an annual assessment levied by the Association (the "Annual Assessment"). The Association shall fix the amount of the Annual Assessment for any given year and shall levy the same on the first day of each fiscal year, of the Association, in an amount, per each square foot of the Lots (or fractions thereof) as now or hereafter constituted, which is reasonably deemed necessary for the Association's needs in said year.

6.02 **Limitation.** Subject to the provisions of Section 6.05 hereof, the Association shall at no time expend more money within any one fiscal year than the total amount of the Annual Assessment for that particular year, plus any surplus which it may have on hand from previous

Annual or Special Assessments. The Association shall not enter into any obligation whatsoever binding the Annual or Special Assessments of any future years to pay for any such obligation, and no such obligation, whether contractual or otherwise, shall be valid or enforceable against the Association.

6.03 Fiscal Year. The fiscal year of the Association shall be as determined from time to time by the Association, and until changed, the same shall be the calendar year.

6.04 Due Date. The first, full Annual Assessment shall be for the fiscal year beginning on the first day of January next following recording hereof and shall be due and payable within thirty (30) days after that date. Thereafter the Annual Assessment shall be due and payable within thirty (30) days of the date on which notice of the amount thereof is sent to each Owner. Failure of the Association to levy the Annual Assessment on or before the first day of any given fiscal year shall not invalidate any Annual Assessment later made for that particular year, nor shall failure to levy as Annual Assessment for any one year affect the right of the Association to do so for any subsequent year. Prior to making and collecting the first assessment as hereinabove provided, the Association shall have the right to make and collect a partial assessment in the manner herein provided for on a pro rata basis for the period of time ending on December 31, 2020. Thereafter, all assessments shall be made annually as herein provided. The Association may, at its election, and with respect to any fiscal year, allow the Annual Assessment to be paid in equal quarterly installments in an amount equal to 1/4 of the Annual Assessment for that fiscal year. Such quarterly installments shall be due and payable in advance on the first day of each quarter during any such fiscal year. Notice that the Association will permit quarterly payments of an Annual Assessment shall be given at least ten (10) days prior to the commencement of the fiscal year in question. The permitting of quarterly installments for any fiscal year shall in no way prevent the Association from requiring single annual payments for any succeeding fiscal year.

6.05 Special Assessments. The Association shall have the right, at any time or from time to time, to levy special assessments in addition to the Annual Assessments ("Special Assessments"); provided however, that any such special assessment must receive the affirmative majority vote of the Owners given pursuant to and in accordance with the voting provisions set forth in Section 4.03 hereof. Special Assessments shall be in such amount and shall be payable is such manner and at such times, including without limitation, in installments extending beyond the fiscal year in which the Special Assessment is levied, as is determined by the Association and approved by a majority vote of the Owners.

6.06 Annual Accounting. The Association shall give an annual accounting to the Owners.

ARTICLE VII
LIEN ON REAL ESTATE

7.01 Creation of Lien. The Annual or Special Assessments provided for in Article VI hereof shall become a lien on the real estate against which it is levied as soon as it is due and payable. The lien of such Annual and Special Assessments shall be subordinate only to the lien of any mortgage created prior to the date which assessment is due and payable.

7.02 Delinquent Assessments. Annual or Special Assessments shall become, and be considered, delinquent at the following times:

(a) With respect to Annual Assessments payable annually, or any Special Assessments payable in a lump sum, if the assessment is not paid by the Owner liable therefor within thirty (30) days after the date of the giving by the Association of written notice that the same is due and payable; and

(b) If any installment of an Annual Assessment payable quarterly, or any Special Assessment payable in installments, is not paid within thirty (30) days after the date by which the Association gives written notice to the Owner liable therefor that the same is due and payable, the Association may declare the entire assessment (whether Annual or Special Assessments), including any future installments thereof then unpaid, to be immediately due, payable and delinquent.

7.03 Interest. Delinquent assessments shall bear interest from the date the same becomes delinquent at such rate as is specified by the Association in the notice of such assessment at the time the assessment is levied; provided that such rate shall not exceed the lower of the rate of twenty percent (20%) per annum or the highest rate then permitted to be enforced against such Owner by law.

7.04 Enforcement. When any assessment becomes delinquent, the obligation to pay both the principal thereof and the interest thereon shall constitute a lien on said real estate and may be enforced as such in a proceeding in any court in Kansas having jurisdiction of suits for the enforcement of liens against real property located in Douglas County, Kansas. It shall be the duty of the Association to bring suits in the Association's name to collect all or any part of any delinquent assessments and to enforce such liens before the expiration thereof pursuant to Section 7.05 hereof. In any such suit the Association may recover therein court costs plus reasonable attorney's fees expended in filing and prosecuting such suit. The Association may, at its discretion, file certificates of nonpayment of assessments in the Douglas County Register of Deeds Office whenever any assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the Owner of the property described therein a fee of $500.00, which fee is hereby declared to be a lien on the real estate so described in said certificate and shall be enforceable and collectible in the same manner as the original assessments provided for herein and the interest thereon. All rights and remedies contained herein are in addition to any other rights and remedies provided at law or in equity.

7.05 Termination. Liens for delinquent assessments shall continue for a period of five (5) years from the date such assessment became delinquent but no longer, unless within such time a suit shall have been instituted for the collection of the assessment in which case the lien shall continue until the termination of the suit, and until the sale of the property under execution of the judgment establishing the same.

ARTICLE VIII
NOTICES

8.01 Manner. All notices permitted or required in this Declaration shall be in writing and shall be deemed given when deposited in the United States mail, with first class postage, or with first class postage and certification or registration fees, thereon prepaid, addressed as required by Section 8.02.

8.02 Addressees. Notices to an Owner of any parcel of the Subject Property shall be addressed to the address to which tax statements for said parcel would be sent on such date by the taxing authorities of Douglas County, Kansas.

ARTICLE IX
RESTRICTIONS

9.01 General Restrictions. All of the Subject Property shall be subject to the following restrictions:

(a) Uses. All of the Subject Property shall be used for purposes which are lawful under then applicable laws, ordinances, rules, regulations and orders of the United States, the State of Kansas, the County of Douglas, and any political subdivision of any of the foregoing. No obnoxious or offensive trade or activity shall be conducted on the Subject Property which is or, with the passage of time, will become a nuisance or a violation of any law, ordinance or regulation. Except during construction, reconstruction, maintenance or demolition thereof, no Improvement on the Subject Property shall be used or occupied for any purpose which: (i) creates a noise level in excess of that created by the then normal daily traffic measured at any boundary line of the platted lot on which such Improvement is constructed (each such boundary being referred to as a "Lot Line"), (ii) creates a vibration for a period longer than three minutes in any one hour which is perceptible at any Lot Line, (iii) creates smoke exceeding any applicable regulatory limits, (iv) creates unusual quantities of dust, dirt, particulate matter, odor, obnoxious gasses, heat and unscreened glare which is perceptible at any Lot Line, (v) creates fire hazards or industrial wastes in excess of those permitted under then applicable law or (vi) is conducted outside a building or buildings completely enclosed by walls and roof, except as to accessory or incidental uses permitted by then applicable zoning ordinances and regulations.

(b) Waste and Refuse. All waste and refuse areas in or on the Subject Property shall conform with all then applicable laws, ordinances and regulations and shall be erected or established only with the prior written approval of the Association. No waste material or refuse shall be dumped upon or permitted to remain on any part of the Subject Property other than in approved waste and refuse areas. Any approved area must be screened from view from all Lot Lines.

(c) Condition of Premises. Each Owner and its Permittees shall carefully maintain the portion of the Subject Property, and all Improvements of whatever nature thereon, which it owns or occupies, in a safe, clean and wholesome manner and in first

class condition and repair at all times.

(d) **Private Drives and Parking Areas.** Each Owner shall, at its own expense, maintain or cause to be maintained in good condition any and all portions of any drives and parking areas situated on such Owner's portions of the Subject Property.

(e) Notwithstanding anything herein to the contrary, and in addition to the other covenants, restrictions and agreements herein set forth, the Subject Property, and all parts thereof, shall be developed as a first-class office, commercial and high-quality retail center.

9.02 **Subject Property Restrictions.** The Subject Property, in addition to being subject to the restrictions set forth in Section 9.01 hereof, shall be subject to the following restrictions:

(a) **Review and Approval.** No building, structure, or improvement of any kind (including but not limited to any of same that would constitute Improvements hereunder) shall be installed, erected, placed, assembled, altered or permitted to remain on any part of the Subject Property until and unless the final, detailed plans and specifications for the same showing the nature, shape, size, color, architectural design, material, location and landscaping, parking and paving plans have been first approved in writing by the Association. Approval or disapproval may be predicated upon the Association's determination as to whether said building, structures or improvements conform to (i) the general character of the Subject Property as described in ARTICLE III hereof and/or (ii) the Design Manual (defined below). There shall be no material changes to approved plans and specifications unless such changes are approved by the Association in the same manner as the original plans and specifications. Neither the Association nor any member, director, officer, employee or agent of it shall have any liability for damages to anyone so submitting plans for approval or making any other request of the Association, or to any Owner, lessee or sublessee of property in the Subject Property by reason of mistake in judgment, negligence or nonfeasance of itself or any agent or employee the Association may engage which arises out of or in connection with the approval or disapproval of, or failure to approve, any plans or other request. Upon receipt of any proposed plans or requests by the Association, the Association shall provide written notice thereof to all Owners of Subject Property. Such Owners shall then be given reasonable opportunity to review such plans or requests, and from time to time to comment thereon in writing; provided, however that the Association shall not be bound by any such comments and nothing herein shall be deemed to require that the Association hold a hearing or similar proceeding regarding any such plans or requests. The Association shall have thirty (30) days from the delivery of such plans, requests, or from delivery of any supplemental material requested by the Association as hereinafter provided to (i) approve the plans or requests (with conditions as appropriate), (ii) disapprove the plans or requests, or (iii) request further relevant material from the person(s) submitting such plans or requests. If no action has been taken by the Association upon the termination of such thirty (30) day period after the submission of any such plan, request or supplementary material, such plan or request shall be deemed approved as submitted (as amended, if amended by the supplementary material). Notwithstanding the foregoing, nothing herein shall be deemed to modify or amend any public or other proceedings required by the City of Eudora, Kansas (acting in its municipal capacity), or be construed as constituting the approval, or not

requiring the approval, of applicable governmental authorities.

(b) Design Manual. The Association shall have the right and power (but not the duty), at any time and from time to time, to establish a Design Manual for the Subject Property, and once having established the same, to, in whole or in part, amend, modify or otherwise change said Design Manual (including, without limitation, amendments, modifications or changes that have the effect of terminating or deleting said Design Manual in whole or part); said Design Manual as herein described is referred to herein sometimes as the "Design Manual".

(c) Enforcement Costs. Any Person violating Section 9.01 or this Section 9.02 shall be liable for all costs incurred by the Association in remedying such violation, including but not limited to, reasonable attorney's fees and court costs. Without limiting the power or right of the Association under ARTICLE V or any other part of this Declaration, the costs of enforcing the provisions of this ARTICLE IX may be assessed by the Association against any party in violation thereof.

9.03 Drainage Easements. Declarant reserves for itself and grants to the Owners an easement upon each Lot for the benefit of all Lots for stormwater drainage across those areas of each Lot upon which the drainage patterns and systems now exist as of the date of recording of this Declaration, including but not limited to, curbs and gutters, stormwater pipes, structures, inlets, detention basins, swales and related stormwater facilities; provided, however, that such facilities shall not be located under the existing or proposed location of buildings, structures, or other improvements. Nothing herein shall prevent an Owner from relocating the established drainage patterns on such Owner's own Lot provided such relocation does not unreasonably interfere with the drainage of other Lots, nor interfere with the orderly discharge of water from the Subject Property by means of same. In the event any Owner contemplates any future improvements that may in some way affect the existing stormwater system on any other Lot, whether by increasing the amount of drainage across another Lot, by reducing the drainage capacity upon which other Lots depend, or by requiring an increase of the drainage capacity across another Lot by improving or adding to the existing drainage system, such improvements must first be approved in writing by the Association and by the Owner of the Lot(s) to be affected (not to be unreasonably withheld, conditioned or delayed), and the drainage easement herein established shall be extended to include such new improvements without further action. All improvements and relocations shall be at all times in compliance with the ordinances, rules, and regulations of all applicable governing authorities.

9.04 Utility Easements. Each Owner of a Lot is hereby granted a nonexclusive right, privilege and easement appurtenant to its Lot over and across the remainder of the Subject Property for the purpose of installation, maintenance, repair and use of underground utilities (including, but not limited to, sanitary sewers, storm sewers and irrigation systems) serving such Lot; provided, however, that such utilities shall not be located under the existing or proposed location of buildings, structures, or other improvements. The Owner installing underground utilities pursuant to this Section 9.04 shall be responsible for the cost and expense of such installation, including, without limitation, "tap" and connection fees to the appropriate municipality or agency; (ii) shall cause all work in connection therewith to be completed in a good and workmanlike manner as quickly as possible to minimize interference with the business operations of the Owners

of the Subject Property or any Lots therein; (iii) shall not increase the cost of the utility services to other parties served by such utility and shall not interrupt, diminish or otherwise interfere with the utility services to other Owners served by such utilities; and (iv) shall, in connection with its usage of any existing utility service, increase the capacity of any such utility service (both within and outside its Lot) as is reasonable under the circumstances so that the utility system can continue to accommodate both its existing connections and all anticipated connections. If, pursuant to the terms hereof, any Owner installs underground utilities across the Lot of a second Owner, the installing Owner shall: (i) obtain the approval of the Owner of such Lot as to the proposed location of any such utilities prior to installation, not to be unreasonably withheld; (ii) maintain or cause to be maintained any such utility; (iii) repair at its expense any damage to Improvements or landscaping caused by such installation and maintenance; and (iv) perform such installation and maintenance in a manner so as to minimize any disruption of business on the Lot on which the utility is located. The Owner of the Lot over which utilities are installed pursuant hereto shall have the right to relocate any such utilities on its Lot at its sole cost and expense, provided that such relocation shall not interrupt, diminish, or otherwise interfere with the utility services to the other Owners served by such utilities. All improvements and relocations shall be at all times in compliance with the ordinances, rules, and regulations of all applicable governing authorities.

ARTICLE X
ENFORCEMENT AND DURATION OF RESTRICTIONS

10.01 Enforcement. The agreements, covenants, restrictions and reservations herein set forth are and shall be covenants running with and binding upon the Subject Property, and upon the Owners of any part thereof, and their respective Permittees and shall be enforceable by any Owner or the Association in a proper judicial proceeding, either in equity or at law, and such party or parties shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce or order the observance of the restrictions and conditions herein set forth. The failure to enforce any of the restriction herein set forth, at the time of violation, shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. Except as expressly provided otherwise in Section 7.04 hereof nothing contained herein shall be construed as imposing any duty on the Association to enforce the agreements, covenants, restrictions and reservations contained herein and the decision of whether or not the Association shall seek such enforcement shall be left solely to the discretion of the Association. If, in the opinion, of the Association, it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, the prevailing party in any such enforcement proceeding shall, to the extent permitted by law, be entitled to attorney's fees and all other costs incurred in connection with any such contemplated or actual legal proceedings and such fees and costs shall become a lien against the portion of the Subject Property which is the subject of such proceedings. If such costs and attorney's fees are not paid within ten (10) days from the date of written notice thereof by the Association to the owner of the portion of the Subject Property in question, said fees and costs shall thereupon constitute a lien against the such property in question, enforceable as provided herein.

10.02 Severability. Invalidation of any of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

10.03 Construction. The captions, sections numbers and article numbers appearing in this Declaration are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Declaration or in any way modify or affect this Declaration.

10.04 Duration of Restrictions. Subject to ARTICLE XI hereof, each of the agreements, covenants, restrictions and reservations herein contained shall be binding upon the parties hereto and upon their respective heirs, successors and assigns and upon each of them, and all parties and persons claiming under the undersigned until December 31, 2030, and shall, subject to Section 11.02 hereof, be automatically renewed for successive ten (10) year periods thereafter.

ARTICLE XI
AMENDMENT AND TERMINATION

11.01 Amendment. This Declaration may be modified and amended by written instrument approved and executed by the Association and approved and executed by the Owners owning at least 66% of the square footage of the Lots within the Subject Property and recorded in the office of the Register of Deeds of Douglas County, Kansas; provided, however, that as long as Declarant owns any of the Subject Property, no such modification or amendment shall be effective unless consented to in writing by Declarant.

11.02 Termination. This Declaration may be terminated and all of the Subject Property may be released from all of the terms, provisions and obligations herein set forth and contained, by the Owners owning at least 66% of the square footage of the Lots within the Subject Property executing and acknowledging an appropriate agreement or agreements and filing the same for record in the office of the Register of Deeds of Douglas County, Kansas; provided, however, that as long as Declarant owns any of the Subject Property no such termination shall be effective unless consented to in writing by Declarant.

ARTICLE XII
COVENANTS RUNNING WITH THE LAND

12.01 Successors and Assigns. All of the provisions of this Declaration shall be deemed to be covenants running with the land, constituting the Subject Property and shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

12.02 Expansion and Transfer Rights of Declarant. Declarant shall have the right, but not the obligation, to submit any other real property from time to time owned by Declarant to the provisions of this Declaration. Declarant and its successors shall have the right, privilege and power, at such time as Declarant conveys or otherwise transfers all of the Subject Property then owned by Declarant to assign, transfer and set over to another person(s) as its successor all of Declarant's respective rights, benefits, powers, privileges, duties, responsibilities and obligations hereunder, and upon any such assignment, transfer and setting over, the transferor shall be forever relieved, released and discharged of and from any and all such rights, benefits, powers, privileges, duties, responsibilities and obligations hereunder arising after the date of any such assignment, transfer or setting over.

[Signature Page Follows Directly]

IN WITNESS WHEREOF, the undersigned has executed this instrument on the day and year first above written.

CITY OF EUDORA, KANSAS

By:_____
Tim Reazin
Mayor

ATTEST:

_____
Pam Schmeck, City Clerk

STATE OF KANSAS
) ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 2020, before me, a Notary Public in and for said state, personally appeared Tim Reazin, Mayor of the City of Eudora, Kansas, to me known to be the person who executed the within instrument on behalf of said City and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

_____
Notary Public in and for said County and State

My Commission Expires:

_____

EXHIBIT A

[Legal Description of the Subject Property]

DESCRIPTION

A tract of land in the platted CITY OF EUDORA, and being all that part of Block 161 and a part of vacated right-of-way accruing thereto, Lots 3 through 20 in Block 162 and vacated right-of-way accruing thereto, Lots 1 through 20 in Block 163 and vacated right-of-way accruing thereto, Lots 1 through 20 in Block 188 and vacated right-of-way accruing thereto, Lots 1 through 20 in Block 189 and vacated right-of-way accruing thereto, a part of Block 190 and part of vacated right-of-way accruing thereto, all in the City of Eudora, Douglas County, Kansas more particularly described as follows:

Beginning at the Northwest corner of said Block 163, said point being on the South right-of-way line of Fourteenth (14th) Street and the East right-of-way line of Elm Street; thence along said South right-of-way line, North 88°12'46" East a distance of 492.03 feet to the Northeast corner of said Block 188, said point being on the West right-of-way line of Church Street; thence along said West right-of-way line, South 01°41'42" East a distance of 1247.87 feet; thence southerly continuing along said West right-of-way line, along a tangent curve to the left having a radius of 550.84 feet and a central angle of 14°49'16" for a distance of 142.49 feet; thence leaving said West right-of-way line, North 89°08'56" West a distance of 124.73 feet; thence North 89°17'58" West a distance of 95.80 feet; thence South 88°11'21" West a distance of 115.25 feet; thence North 41°35'55" West a distance of 135.52 feet; thence North 01°43'55" West a distance of 146.06 feet; thence South 88°12'46" West a distance of 87.00 feet to a point on the East right-of-way line of Elm Street and being the Northwest corner of said Block 161; thence along said East right-of-way line, North 01°44'01" West a distance of 463.61 feet to the Southwest corner of Lot 2 in said Block 162; thence leaving said East right-of-way line and along the South line of said Lot 2, North 88°12'46" East a distance of 107.50 feet to a point on the centerline of a vacated alley; thence along the centerline of said vacated alley, North 01°44'01" West a distance of 130.90 feet to a point on the centerline of vacated Fifteenth (15th) Street; thence along the centerline of said vacated street, South 88°12'46" West a distance of 107.50 feet to a point on said East right-of-way line of Elm Street; thence along said East right-of-way line, North 01°44'01" West a distance of 534.30 feet to the Point of Beginning, containing 639,227 square feet, or 14.675 acres, more or less.

Platted (or to be platted) as follows:

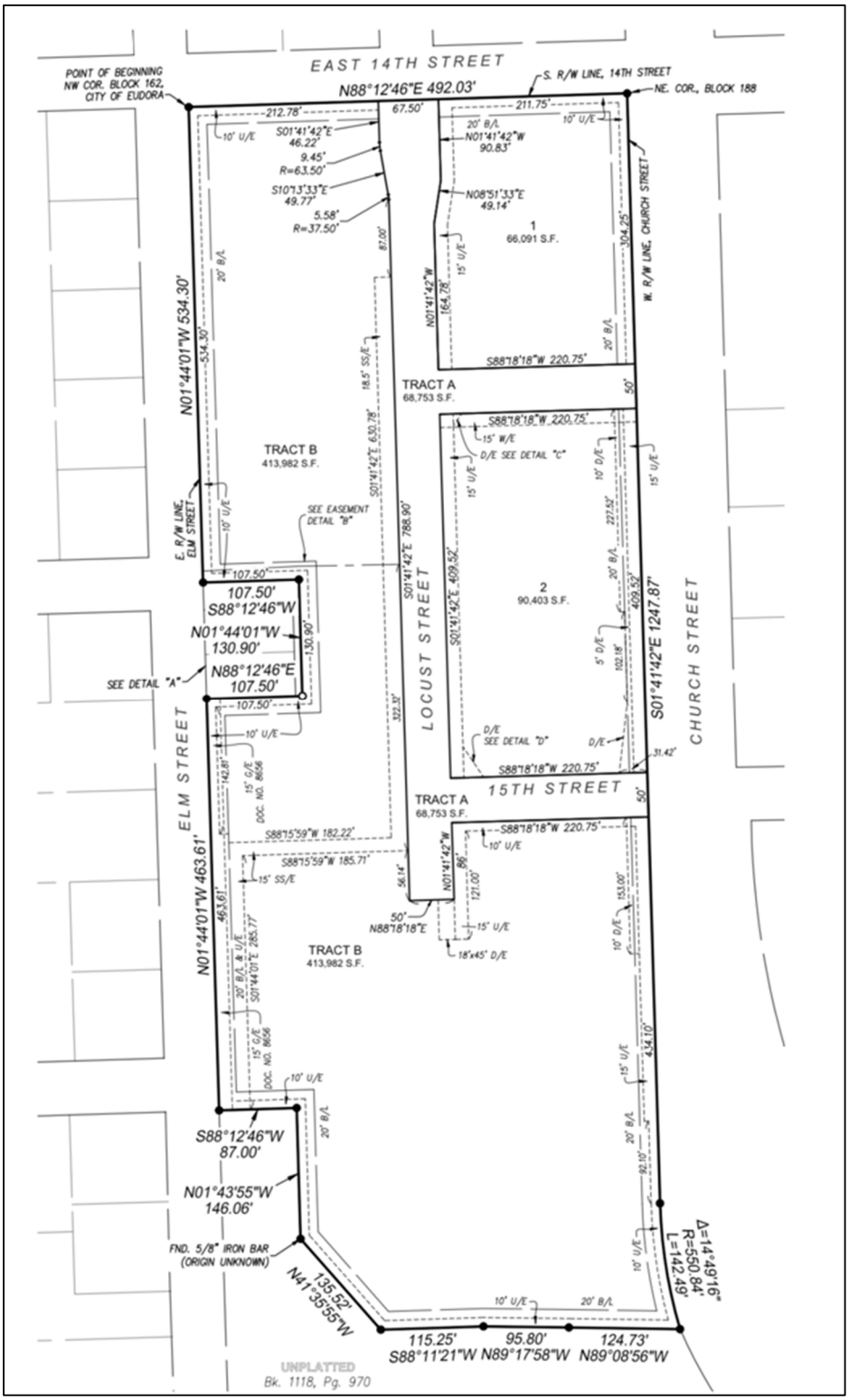
FINAL PLAT

NOTTINGHAM CENTER

A REPLAT OF PART OF BLOCK 161 AND A PART OF VACATED RIGHT-OF-WAY ACCRUING THERETO, LOTS 3 THROUGH 20 IN BLOCK 162 AND VACATED RIGHT-OF-WAY ACCRUING THERETO, LOTS 1 THROUGH 20 IN BLOCK 163 AND VACATED RIGHT-OF-WAY ACCRUING THERETO, LOTS 1 THROUGH 20 IN BLOCK 188 AND VACATED RIGHT-OF-WAY ACCRUING THERETO, LOTS 1 THROUGH 20 IN BLOCK 189 AND VACATED RIGHT-OF-WAY ACCRUING THERETO, A PART OF BLOCK 190 AND PART OF VACATED RIGHT-OF-WAY ACCRUING THERETO, ALL IN THE CITY OF EUDORA, DOUGLAS COUNTY, KANSAS

EXHIBIT B

[Depiction of Lots and Common Area]



32983783v.2

Agenda Statement

Date: Monday, September 14, 2020
To: Mayor and City Commissioners
From: Barack Matite, City Manager
Re: Presentation from Amino Brothers – Recommended CMAR

Background

At the July 27th City Commission meeting, the Nottingham project team informed the governing body about the transition that transpired at Monarch Build and outlined its recommendation to replace Monarch as the CMAR for the Nottingham redevelopment project. The memorandum that was provided to the Commission describing the replacement approach, and the list of the eight companies invited to respond to the RFQ, is attached as reference.

The team received three responses to the RFQ. The companies that responded were:

a) Bettis Asphalt & Co., Inc.
b) Aminos Brothers Co., Inc.
c) Pyramid Contractors, Inc.

After interviewing all three and conducting follow-up meetings, Amino Brothers was selected as the preferred Construction Manager-at-Risk (CMAR) for the Nottingham and Church Street projects. Attached to this agenda statement is the company's submitted letter and qualifications in responses to the RFQ. Representatives from the company will be at the meeting to introduce themselves, provide additional information about the company and respond to any questions from the Commission.

Following this introduction, the development team will work with Amino Brothers Co., Inc. to finalize the CMAR contract that will be presented to City Commission for consideration at the September 28th meeting. The development team will be available at the meeting to respond to any questions about the project.

Budget approval – N/A

City Manager Approval – N/A

Recommended Commission Action – N/A

City of Eudora
Nottingham/Church Street Construction Manager at Risk

We learned last week that Monarch Construction, previously selected Construction Manager at Risk, has recently gone through personnel and ownership changes. Key staff and management to our project are no longer with Monarch.

It is the recommendation of the project team to reopen the Request for Qualifications (RFQ) process with a selected group of qualified site contractors. We have asked our civil engineering team to provide a short list of contractors they would recommend, and feel are well qualified for both the Nottingham site development package and the Church Street Improvement Project.

We recommend that the four Contractors listed below, and Monarch be invited to participate in this RFQ process. Monarch has spent a considerable amount of time and resources to date, at no cost to the project. Therefore, we feel it appropriate to include them.

It is our goal that this process be completed in approximately 30 days. We suggest requesting a written RFQ submission, due by August 14th, that would include the following:

1. **Company Legal name and owners**
2. **Previous Site and Road Construction Projects**
3. **Three References**
4. **Key Project Team Members Resume**
5. **Project Budget**
6. **Preliminary Construction Schedule**

After review of submitted RFQ's we would propose a formal interview for at least two finalist the week of August 24th. These interviews would be held by a committee made up of representatives from Public Works, City Commission, City Manager, Owner's Representative, and the Project Civil Engineer. We would hope to select a Project Construction Manager at Risk by August 28th.

The following are the Construction Managers we suggest inviting to participate in the RFQ Process:

Pyramid Contractors, Inc
795 W. Ironwood
Olathe, KS 66061, USA
http://pyramidcontractorsinc.com/
Gavin Barmby, President
913- 764-6225

Linaweaver Construction, Inc.
719 E Gilman Rd
Lansing, Kansas 66043
www.linaweaver.com
Mark Linaweaver
913-351-3474

Amino Brothers Co
8110 Kaw Dr
Kansas City, KS 66111
(913) 334-2330

O'Donnell and Sons Construction
15301 Broadmoor
Overland Park, Ks 66223
https://odonnell-sons.com
913-681-2155

Monarch Construction
8100 Newton St. Suite 300
Overland Park, KS 66204
www.monarch.build.com
Courtney Kounkel
913-942-2400

Pyramid Contractors, Inc
795 W. Ironwood
Olathe, KS 66061, USA
http://pyramidcontractorsinc.com/
Gavin Barmby, President
913- 764-6225
conniel@pyramidcontractorsinc.com

Linaweaver Construction, Inc. KDOT Vendor # 02077
719 E Gilman Rd
Lansing, Kansas 66043
www.linaweaver.com
Mark Linaweaver
913-351-3474
john@linaweaver.com
Ashley@linaweaver.com

Amino Brothers Co KDOT Vendor # 00011
8110 Kaw Dr
Kansas City, KS 66111
(913) 334-2330
mary@aminobros.com

O'Donnell and Sons Construction KDOT Vendor # 02308
15301 Broadmoor
Overland Park, Ks 66223
https://odonnell-sons.com
913-681-2155
kathy@odonnell-sons.com

Monarch Construction
8100 Newton St. Siute 300
Overland Park, KS 66204
www.monarch.build.com
Courtney Kounkel
913-942-2400

G-B Construction
30790 Switzer Rd.
Louisburg, KS 66053
913-837-5240

Bettis Asphalt & Construction KDOT Vendor # 00090
PO Box 1694
Topeka, Kansas 66601
785-235-8444
mbettis@bettisasphalt.com

Kissick Construction KDOT Vendor # 02122
8131 Indiana Ave
Kansas City, MO 64132
402-376-2723
brichmond@kissickco.com
aabernathy@kissickco.com

AMINO BROTHERS CO., INC.

Heavy & Highway Construction

A Certified DBE/WBE Company

August 17, 2020

City of Eudora, Kansas
c/o Mr. Don Currise
Vieste, LLC

Re: Nottingham Development Site Construction &
Church Street Improvement Project

Dear Mr. Currise:

Please accept this Written Response to the Request for Qualification (RFQ) on the above referenced project. Below and attached you will find the information requested for this RFQ.

Amino Brothers Co., Inc. History and Ownership:

Amino Brothers Hauling was formed in 1932 by three brothers, Vic, Al & George Amino. They started with several dump trucks hauling construction materials in the Kansas City area.

Over the years, they gradually increased their resources and began taking on large construction projects, not only in the Kansas City area, but throughout the Midwest. They performed grading, bridge and paving work with their crews. The company was incorporated in 1957 and became Amino Brothers Co., Inc.

Since 1989, the company business has been owned and operated by two nieces and two nephews, Mary Sullivan, CEO, Denise Janes, President/Secretary, Al Seeman, Vice-President, and David Seeman, Treasurer.

The current owners grew up in the company from the time they were small children, spending their summers going with their uncles from project to project and learning the construction industry. Upon graduating high school and college, they took active roles in the company's daily business operations until finally taking over the company upon their uncles' retirement in 1989. Each owner has over 40 years experience in the construction industry and over 30 years experience actively running this company.

P.O. Box 11277 • 8110 Kaw Drive • Kansas City, Kansas 66111
913-334-2330 • Fax 913-334-0144
members: national associated general contractors • kansas contractors association • heavy constructors association

Presently, Amino Brothers Co., Inc. concentrates on grading, storm sewer, sanitary sewer, waterlines, civil concrete work and asphalt work. Our company works all projects in the Kansas City area with union employees. Amino Brothers efforts are not limited to the Kansas City area but throughout western Missouri and eastern Kansas, as well as other areas such as Sparks, Nevada.

Contact Information of Project Lead Persons:

Al Seeman, Project Manager
Cell Phone (913) 208-1647
al@aminobros.com

Frank McMahon, Project Manager
Cell Phone (913) 208-1651
frank@aminobros.com

Previous Site and Road Construction Projects and References:

Please find attached 'Attachment A' with a list of recently completed projects and major projects currently under contract, along with references for each.

Surety Information:

Surety:	Assured Partners, Inc.
Bonding Company:	Liberty Mutual Insurance Company

Key Project Team Members Resume:

Please find attached 'Attachment B' containing the resume of Frank McMahon, Project Manager.

Project Budget:

Please find attached 'Attachment C' containing Unit Price Engineer's Estimates for Nottingham Development Site Construction, Public Sanitary Sewer, Public Water Line and Church Street Improvements. These Unit Price Engineer's Estimates include Insurance (per KDOT requirements) and Bonds (including Performance, Payment and 1-Year Maintenance Bond).

Please keep in mind the estimate for Church Street is based on a conceptual drawing with extremely limited information provided. The actual costs for Church Street could vary dramatically.

Extra or added work will be performed based on KDOT force account allowable markup rates.

AMINO BROTHERS CO., INC.

Heavy & Highway Construction

A Certified DBE/WBE Company

Asphalt pricing for all packages is good through August 2020 only and is based on liquid asphalt cement pricing of $410.00 per liquid ton. Pricing may need to be adjusted to reflect current liquid asphalt cement and current aggregate pricing at the time of construction.

Preliminary Construction Schedule:

Please see attached Attachment D the Preliminary Construction Schedule for the Nottingham Development Site Construction. With the lack of information and details for the Church Street project, it is impossible to provide an accurate schedule. There are too many variables and unknowns that would make such a schedule misleading.

Thank you for the opportunity to present you with this RFQ and we look forward to working with you on these projects. If you have any questions or need additional information, please do not hesitate to contact me at our offices (913) 334-2330 or through email ken@aminobros.com .

Respectfully submitted,
Amino Brothers Co., Inc.

Ken Ashmore
Chief Estimator/Project Manager

P.O. Box 11277 • 8110 Kaw Drive • Kansas City, Kansas 66111
913-334-2330 • Fax 913-334-0144
members: national associated general contractors • kansas contractors association • heavy constructors association

Attachment A

August 17, 2020

Recently Completed Projects:

KDOT – Crawford County – Quincy Street:

Project Components: Grading, storm sewer, sanitary sewer, waterline, concrete pavement, curb & gutter, sidewalks, seeding, sodding & erosion control.

Owner: KDOT
Contact: Bob Gudgen (620) 231-7560
Approximate Value: $1.8 Million

KDOT – Crawford County – 20th & Broadway:

Project Components: Grading, storm sewer, sanitary sewer, waterline, concrete pavement, asphalt pavement, curb & gutter, sidewalks, seeding, sodding & erosion control.

Owner: KDOT
Contact: Bob Gudgen (620) 231-7560
Approximate Value: $1.5 Million

KDOT – Bourbon County – Riverfront Park Loop Road:

Project Components: Grading, storm sewer, curb & gutter, asphalt paving, bio-swales, seeding and erosion control.

Owner: KDOT
Contact: Darrin Petrowsky (620) 365-2161
Approximate Value: $1.7 Million

KDOT – Bourbon County – National Avenue:

Project Components: Grading, asphalt pavement, storm sewer, sanitary sewer, waterline, curb & gutter, sidewalks, erosion control and seeding

Owner: KDOT
Contact: Darrin Petrowsky (620) 365-2161
Approximate Value: $3.5 Million

2016/2017 Stormwater Pipe Repairs

Project Components: Storm sewer repairs in locations throughout the city.

Owner: City of Shawnee, Kansas
Contact: Cynthia Moeller-Krass – (913) 742-6236
Approximate Value: $1.2 Million

Attachment A

SW 21th Street Improvements (Urish to Indian Hills) Street Improvements

Project Components: Grading, demolition, storm sewer, water line, concrete, erosion control, and seeding.

Owner: City of Topeka
Contact: Jennifer Harrell (785) 368-3842
Approximate Value: $3.1 Million

School Road Phase III – Peculiar, Missouri:

Project Components: Grading, drainage & surfacing.

Owner: City of Peculiar, Missouri
Contact: Bob Chambers - Engineer (785) 272-4706
Approximate Value: $2,109,531.93

Stoney Point Storm Drainage Improvements:

Project Components: Grading, drainage & surfacing.

Owner: Unified Government of Wyandotte County/Kansas City, Ks
Contact: Sarah Fjell White (913) 573-5700
Approximate Value: $1,229,744.50

Wanamaker Road Improvements – Topeka, Ks:

Project Components: Grading, waterline, drainage & surfacing.

Owner: City of Topeka, Ks
Contact: Jeff Hunt (785) 368-3842
Approximate Value: $2,494,427.95

Garden Parkway – Basehor, Kansas:

Project Components: Grading, drainage & surfacing.

Owner: City of Basehor, Ks
Contact: Gene Myracle (913) 724-3235
Approximate Value: $439,985.25

Attachment A

KDOT – Cherokee County – K-7 Highway:

Project Components: 575,000 cy of Grading, storm sewer, and aggregates.

Owner: KDOT
Prime Contractor: Koss Construction Company
Contact: Shane Griggs (785) 806-0506
Approximate Value: $5.1 Million

SW 10th Avenue Improvements (Fairlawn to Gage) Street Improvements

Project Components: Grading, demolition, storm sewer, water line, concrete, erosion control, and seeding.

Owner: City of Topeka
Contact: Mark Schriener (785) 368-3842
Approximate Value: $4 Million

KDOT – Riley County – K-113 & K-18 Interchange:

Project Components: Grading, curb & gutter, sidewalk, concrete pavement, asphalt pavement, storm sewer, water line, concrete, erosion control, and seeding.

Owner: KDOT
Contact: Matt Mackerprang (785) 456-2353
Approximate Value: $2.5 Million

Prospect Ladders of Opportunity:

Project Components: Grading, electrical, asphalt paving, curb, sidewalks, aggregate base, storm sewer, erosion control, sod and landscaping.

Owner: Kansas City Area Transportation Authority
Contact: Keith Sanders (816) 346-0359
Approximate Value: $988,000

SW Topeka Blvd Improvements:

Project Components: Grading, curb & gutter, driveways, sidewalk, concrete pavement, storm sewer, water line, erosion control, and seeding.

Owner: City of Topeka
Contact: Robert Bidwell (785) 368-0967
Approximate Value: $3.0 Million

Attachment A

KDOT – Riley County – Poyntz Road:

Project Components: Grading, curb & gutter, sidewalk, concrete pavement, asphalt pavement, storm sewer, erosion control, and seeding.

Owner: KDOT
Contact: Damien Rottinghaus (785) 456-2353
Approximate Value: $413,946

Roe Lane:

Project Components: Grading, curb & gutter, sidewalk, asphalt pavement, street lights, storm sewer, , erosion control, and sodding.

Owner: Roeland Park, KS
Contact: Dan McGhee (816) 823-7239
Approximate Value: $1,224,561

MoDOT – Buchanan County – US-169 (J1S3143/J1S3143B):

Project Components: Grading, curb & gutter, sidewalk, storm sewer, erosion control, and seeding.

Owner: MoDOT
Contact: Gina Orozco (816) 248-5633
Approximate Value: $575,000

15th Street Storm Sewer Improvements:

Project Components: Grading, curb & gutter, sidewalk, storm sewer, asphalt pavement, sanitary sewer, erosion control, and seeding.

Owner: Atchison, KS
Contact: Jason Hoskinson (785) 749-4474
Approximate Value: $867,346

BPU Rosedale Substation:

Project Components: Grading, rock excavation, retaining walls, aggregate base, storm sewer, erosion control and seeding.

Owner: Board of Public Utilities, Kansas City, KS
Contact: Mark Russell (913) 573-9552
Approximate Value: $3,066,882

Attachment A

Major Projects Currently Under Contract:

131st Street & Leavenworth Road

Project Components: Grading, storm sewer, aggregate base, traffic signal, asphalt pavement, curb & gutter, sidewalk, concrete pavement, flyash, erosion control and seeding.

Owner: Unified Government of Wyandotte County, KS
Contact: Dave Clark (913) 573-5721
Approximate Value: $930,000

Santa Fe Street Improvements

Project Components: Grading, RCB, storm sewer, waterline, asphalt pavement, curb & gutter, sidewalk, concrete pavement, erosion control and seeding.

Owner: Gardner, Kansas
Contact: Tim McEldowney (913) 856-0959
Approximate Value: $3,393,000

Safe Routes to School Phase F

Project Components: Grading, sidewalk, curb & gutter, aggregate base, erosion control and sod.

Owner: KDOT
Contact: Amy Pope 913-721-2960
Approximate Value: $432,000

Welborn Lane:

Project Components: Grading, curb & gutter, sidewalk, concrete pavement, asphalt pavement, storm sewer, erosion control, pavement markings and sodding.

Owner: Unified Government of Wyandotte County, KS
Contact: Dave Clark 913-573-5721
Approximate Value: $139,000

Poyntz Ave/6th Street Storm Sewer Improvements

Project Components: Storm sewer, waterline, jack & bore, concrete pavement, asphalt pavement, grading, mill & overlay, erosion control, seeding and pavement markings.

Owner: Manhattan, KS
Contact: Brian Johnson 785-587-2415
Approximate Value: $6,359,000

Attachment A

Marlborough Corridor:

Project Components: Grading, curb & gutter, sidewalk, asphalt pavement, erosion control, and seeding.

Owner: KCMO
Contact: Mario Vasquez (816) 513-6984
Approximate Value: $1,259,231

North Northwood Road:

Project Components: Grading, curb & gutter, sidewalk, concrete pavement, asphalt pavement, storm sewer, water line, concrete, erosion control, retaining walls, street lights and seeding.

Owner: Platte County, MO
Contact: Darby Logan (816) 262-0206
Approximate Value: $4,084,084

Huntoon Road:

Project Components: Grading, curb & gutter, sidewalk, concrete pavement, aggregate base, storm sewer, water line, erosion control, and sodding.

Owner: City of Topeka
Contact: Linda Voss (785) 368-3037
Approximate Value: $3,367,266

Hutton Road:

Project Components: Grading, curb & gutter, sidewalk, concrete pavement, asphalt pavement, storm sewer, sanitary sewer, concrete, erosion control, and seeding.

Owner: Unified Government of Wyandotte County, KS
Contact: Dave Clark 913-573-5721
Approximate Value: $2,297,529

Attachment B

Experience Summary
Frank McMahon
August 2020

Frank McMahon is a skilled construction professional with over 40 years' experience in the estimating, planning, scheduling, managing, and performing of heavy civil construction, especially grading, transportation, utilities, site development and asphalt production and paving. He holds the OSHA 30 hour certification.

Throughout his career Frank has held the following positions:

1997-2009 // Amino Brothers Company, Inc. // Kansas City, KS
Project Manager

- Overall responsibility for company's heavy civil projects, including highways, roads, bridges, pipelines, and developments.
- Responsible for overseeing and directing work of project superintendents and approximately 40 construction workers (operators, laborers, trades), including project estimating, scheduling, sub-contractor management, and resource, equipment and labor allocation. Work closely with owners to carry out overall company business plan.
- Responsible for ensuring work meets specification and quality requirements of regulatory agencies and clients. Coordinate work with inspectors and general public.

1997-2009 // LRM Industries, Inc. // Lawrence, KS
Construction Division Manager, General Superintendent

- Overall responsibility for construction division, asphalt production and asphalt paving divisions of a mid-sized construction and materials company.
- Responsible for overseeing and directing work of asphalt plant supt., asphalt paving supt. and construction project supt.'s and approximately 50 construction workers (operators, laborers, trades), including project scheduling, resource, equipment and labor allocation for grading operations, utilities, paving, subcontractors and asphalt production operations. Worked closely with company leadership and other management personnel to carry out overall business plan, and with estimators to facilitate bidding, planning and management of projects.
- Responsible for ensuring work met specification and quality requirements of regulatory agencies and private owners. Coordinated work with inspectors and general public. Responsible for ensuring compliance with all OSHA and company safety regulations.

1991-1997 // LRM Industries, Inc. (also d.b.a. Dunbar Trucking & Excavating) // Lawrence, KS
Project Superintendent

- Responsible for day-to-day operations of several grading and paving projects, including scheduling, grading, utilities, concrete & asphalt paving, and all subcontractors.

1981-1991 // United Construction // Lenexa, KS
1977-1981 (summers) // Reno Construction // Kansas City, KS
Asphalt Foreman, Grading Superintendent, Driller-Blaster, Laborer
Progressive responsibility for daily general labor, rock drilling & blasting, asphalt paver screed operation, asphalt crew oversight, culminating in day-to-day operations of several projects, including asphalt paving, scheduling, grading, and utilities.

Client References

City of Olathe, KS
City of Topeka, KS
City of Gardner, KS
Kansas Turnpike Authority
Kansas Dept. of Transportation
Shadow Glen Golf Course
City of Kansas City, MO
City of Hiawatha, KS
City of Gladstone, MO
Cedar Creek
LMH Health, Lawrence, KS
Oklahoma Turnpike Authority
City of Manhattan, KS
City of Atchison, KS
City of Lawrence, KS
University of Kansas, Lawrence, KS
Missouri Dept. of Transportation