



\*Note – This meeting may be transmitted via Facebook Live on the City of Tonganoxie page

Honorable Jason K. Ward, Mayor

Council Members

David Bennett

Rocky Himpel

Curtis Oroke

Lisa Patterson

Loralee Stevens

**Open Regular Meeting – 7:00 p.m.**

**I. Pledge of Allegiance**

**II. Approval of Minutes** –Regular meeting dated July 1, 2019

**III. Consent Agenda**

- a) Review bill payments

**IV. Open Agenda**

Members of the public are welcome to use this time to comment about any matter relating to City business. The comments that are discussed under Open Agenda may or may not be acted upon by the Council during this meeting. In order to speak during open agenda, you must sign up with your name and address with the city clerk or designee **before the meeting**. Comments will be limited to 3 minutes. Please wait to be recognized by the Mayor and **state your name and address** for the record.

**V. Old Business**

**VI. New Business**

- a) Presentation on 2019 Tongie Tidal Waves Season
- b) Consideration of Amending Authorization for Contract with BG Consultants for Interceptor Sewer Final Design Phase
- c) City Manager Agenda
  - 1. Urgent Needs Grant Update
  - 2. Library Project Update
  - 3. Planning Commission Expiring Terms Update
- d) City Attorney Agenda
- e) Mayor Pro Tem Agenda
  - 1. Review of Ordinance 1294, Amending Chapter XIV of the City Code Including Section 14-209. PARKING IN RESIDENTIAL AREAS
- f) City Council Agenda
- g) Mayor Agenda
  - 1. Executive session pursuant to consultation with an attorney for the public body which would be deemed privileged in the attorney-client relationship

**VII. Information & Communications (No Action Required)**

**VIII. Adjourn**

City Council Meeting Minutes  
July 1, 2019  
7:00 Regular Meeting

**Open Regular Meeting – 7:00 p.m.**

**I. Pledge of Allegiance**

- Mayor Ward opened the meeting at 7:00 PM with the Pledge of Allegiance.
- Roll Call: Council members present were Mayor Ward, Mayor Pro Tem Himpel, Mr. Oroke, Mr. Bennett, and Ms. Stevens. Ms. Patterson was absent. City Manager George Brajkovic, City Attorney Anna Krstulic, and Assistant City Manager Dan Porter were also in attendance.

**II. Approval of Minutes –Regular meeting dated June 17, 2019**

- **Mr. Bennett made a motion to approve the minutes from the regular meeting dated June 17, 2019.**
- **Ms. Stevens seconded.**
- **Vote of all ayes, motion carried.**

**III. Consent Agenda**

- a) Review bill payments
- **Mr. Himpel made a motion to approve the consent agenda.**
- **Mr. Oroke seconded.**
- **Vote of all ayes, motion carried.**

**IV. Open Agenda**

Members of the public are welcome to use this time to comment about any matter relating to City business. The comments that are discussed under Open Agenda may or may not be acted upon by the Council during this meeting. In order to speak during open agenda, you must sign up with your name and address with the city clerk or designee **before the meeting.** Comments will be limited to 3 minutes. Please wait to be recognized by the Mayor and **state your name and address** for the record.

- Monica Gee, 17685 214<sup>th</sup> Street, addressed the City Council and announced that she was donating a “paint my place” painting of the Old City Hall during the 2019 Plein Air event.
- No other members of the public wished to speak.

**V. Old Business**

**VI. New Business**

- a) Review of Bid Package #3 Recommended Selections – New Library Project
- Mr. Brajkovic introduced the item.
- Curtis Golba, with JE Dunn, introduced the bid package recommendations and explained that the budget number proposed for approval included two alternates, yet to be determined logo signage and a teen area wall covering.
- Mr. Himpel commented that he has concerns with including the acceptance of the east parking lot alternate item at this time, as the project hasn’t gotten underway yet and there might be unanticipated costs that would require the project budget to increase.
- Mr. Golba stated that he understood that concern but believed that JE Dunn held most of the risk associated with any potential cost increases in the project moving forward.
- **Ms. Stevens made a motion to accept the bid acceptance recommendations included in Bid Package No. 3, plus the East Parking Lot and West Patio Alternates, in an amount not to exceed \$1,104,163.**

**(The Fabric Lights above the Circulation Desk Alternate is also recommended for acceptance using the \$5,000 Light Fixture Coordination/Revisions Allowance from Bid Package 2. The recommended acceptance would bring the total approvals to date to the total contract budget of \$3,502,100.)**

- **Mr. Oroke seconded.**
- Mr. Himpel asked for a roll call vote.
- **Vote of 2 ayes (Stevens, Bennett), 2 nays (Himpel, Oroke). Mayor Ward cast the deciding aye vote. Motion carried.**
  
- b) Review of Funding for Community Organizations, Economic Development/Legislative Support, and Community Events in FY 2020 Budget
- Monica Gee and Tammie McCutchen (President and Treasurer of the Tonganoxie Business Association("TBA")) addressed the City Council and presented the budget request for \$5,000 in 2020 and a list of events and initiatives currently being planned and provided to the community.
  - Mr. Oroke asked what the current balance was for the organization.
  - Ms. McCutchen commented that the current fund balance was over \$16,000, but the target for annual carryover funding is approximately \$5,000 per year.
  - Mayor Ward reiterated the importance of the role the TBA plays in the community and thanked the members for all their efforts representing the community to newcomers and visitors.
- Keyta Kelly, with the Tonganoxie Arts Council, addressed the City Council. She commented that the group wishes to hold the Plein Air Art Festival in conjunction with the Sunflower Stroll event later in the fall of 2019. She commented that the group would like to continue the Plein Air Art festival in 2020 and include more opportunities for children like storytelling and other activities. She requested \$5,000 in funding support in 2020 for the organization.
  - Marty Anderson addressed the City Council and commented that the role of the Arts Council was to support local artists.
  - Leigh Coffman commented that she is a member of several other arts organizations and that there is the opportunity to support a broad range of cultural activities with this type of organization.
  - Shonda Atwater spoke in support of the Arts Council and commented on the potential economic impact of increased tourism and activity.
  - Mayor Ward thanked the group and asked for more information about the components of a Plein Air Art festival.
  - Ms. Kelly explained the concept of the Plein Air Art festival and described the planned outdoor painting activities in the Tonganoxie area.
- Steve Jack, Executive Director of the Leavenworth County Development Corporation, addressed the City Council and explained the organization's funding request for 2020. He explained that the amount requested for the next year was based on a formula developed by the participating communities almost 15 years ago. He outlined several communication initiatives that were prioritized recently and how they apply to the City of Tonganoxie.
  - Mayor Ward thanked Mr. Jack and asked for more information about why we sometimes lose prospective leads.
  - Mr. Jack explained that leads are sometimes lost due to lack of required attributes such as rail service, differing state incentive options, or simply private business decision-making.
  - Mr. Oroke asked what the struggles have been with marketing properties in Tonganoxie.
  - Mr. Jack commented that he is excited about the opportunity to enhance and improve marketing with additional resources that have recently been made available for use.

c) Public Hearing – Opportunity for Resident Input in FY 2020 Budget Development

- Mayor Ward opened the public hearing and asked if anyone wished to offer input as part of the public hearing on the development of the 2020 budget.
  - No members of the public addressed the City Council.
  - Mayor Ward closed the public hearing.
- d) Resolution 07-19-01: Approval of Contract with BG Consultants for WasteStream Management at the Water Treatment Plant
- Mr. Brajkovic introduced the item and described the proposed contract to complete a Wastestream Summary report as part of a regulatory requirement of the Kansas Department of Health and Environment.
  - **Mr. Himpel made a motion to approve Resolution 07-19-01, approving the contract with BG Consultants for WasteStream Summary report preparation regarding the Water Treatment Plant in an amount not to exceed \$6,000.**
  - **Ms. Stevens seconded.**
  - **Vote of all ayes, motion carried.**
- e) Consideration of a Change Order as submitted by Haupt Construction for encountering an unexpected Glacial Moraine as part of the Mass Grading Contract for the Tonganoxie Business Park
- Mr. Brajkovic introduced the item.
  - **Ms. Stevens made a motion to approve the Change Order as submitted by Haupt Construction for encountering an unexpected Glacial Moraine as part of the Mass Grading Contract for the Tonganoxie Business Park in an amount not to exceed \$129,250.**
  - **Mr. Bennett seconded.**
  - **Vote of all ayes, motion carried.**
- f) Consideration of CMB Application from Casey's General Store – 500 West Street
- Mr. Porter introduced the item.
  - **Ms. Stevens made a motion to approve the CMB application for Casey's General Store at 500 West Street.**
  - **Mr. Oroke seconded.**
  - **Vote of all ayes, motion carried.**
- g) Consideration of Request to Waive Special Event Permit fee for Plein Air Art Fest Event in 2019
- Mr. Brajkovic introduced the item.
  - **Mr. Oroke made a motion to approve the request to waive the Special Event Permit fee for the Plein Air Art Fest Event in 2019.**
  - **Mr. Bennett seconded.**
  - **Vote of all ayes, motion carried.**
- h) Consideration of Request for Funding Support for Plein Air Art Fest Event in 2019
- Mr. Porter introduced the item and explained that due to the results of Tonganoxie Days 2019, the City could contribute up to \$500 of the funds initially planned for that event to the Plein Air Art Fest event in 2019.
  - Ms. Stevens asked if artists pay to participate in the event.
  - Ms. Coffman responded that the artists each pay an entry fee of \$35.
  - **Mr. Himpel made a motion to approve the request for sponsorship funding for the Plein Air Art Fest Event in 2019 in an amount not to exceed \$500.**
  - **Mr. Oroke seconded.**
  - **Vote of all ayes, motion carried.**
- i) City Manager Agenda
1. Urgent Needs Grant Update

- Mr. Brajkovic updated the City Council on the status of the grant application.

## 2. Library Project Update

- Mr. Brajkovic commented that the project update was covered in an earlier agenda item.

## 3. May 2019 Financial Report

- Mr. Porter delivered the May 2019 Financial Report to the City Council.
- Mr. Brajkovic added a notice that staff had determined a conflict between a professional development opportunity at the International City and County Management Association Annual Conference and the City Council's regular meeting on October 21, 2019. He commented that staff would pursue a notice of special meeting process for October 28, 2019 unless the Council had any objections.
- Mr. Brajkovic also stated that City offices would be closed on July 4, 2019 in observation of the Fourth of July holiday and that the sale and discharge of fireworks was permitted by ordinance from June 30 – July 4. He wished everyone a safe and happy Fourth of July.

j) City Attorney Agenda

k) Mayor Pro Tem Agenda

l) City Council Agenda

m) Mayor Agenda

- Mayor Ward wished everyone a safe and happy Fourth of July.

## VII. Information & Communications (No Action Required)

### VIII. Adjourn

- Mr. Himpel made a motion to adjourn the meeting.
- Mr. Oroke seconded.
- Vote of all ayes, motion carried. Meeting Adjourned at 8:55 PM.

Respectfully submitted,



Dan Porter, Assistant City Manager



City of Tonganoxie, KS

# My Check Report

Date Range: 06/27/2019 - 07/12/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Bank-AP Bank</b>						
856	HAUPT CONSTRUCTION COMPANY	07/08/2019	Regular	0	129250	46422
56	BLUE CROSS AND BLUE SHIELD	07/12/2019	Regular	0	33858.79	46446
250	HONEYCREEK DISPOSAL SERVICE	07/12/2019	Regular	0	27051	46456
671	WESTAR ENERGY	07/08/2019	Regular	0	12211.28	46443
1078	Environmental & Process Systems, Inc.	07/08/2019	Regular	0	10000	46416
207	GEIGER READY-MIX	07/12/2019	Regular	0	5131.13	46453
1068	Stinson LLP	06/27/2019	Regular	0	3500	46406
579	SECURITY BENEFIT - 457	06/27/2019	Regular	0	3230.23	46405
579	SECURITY BENEFIT - 457	07/12/2019	Regular	0	3230.23	46467
568	SAMS CLUB	07/08/2019	Regular	0	2871.38	46439
641	TYLER TECHNOLOGIES	07/12/2019	Regular	0	2816.25	46470
671	WESTAR ENERGY	07/12/2019	Regular	0	2719.26	46471
136	DELTA DENTAL PLAN OF KANSAS,IN	07/08/2019	Regular	0	2463.26	46415
964	KDOR - MISC TAX	07/12/2019	Regular	0	2451.36	46459
189	FIRST STATE BANK & TRUST	07/08/2019	Regular	0	1817.3	46417
113	COMMERCIAL AQUATIC SERVICES	07/12/2019	Regular	0	1579.61	46449
959	OFFICE OF THE KANSAS STATE TREASURER	07/08/2019	Regular	0	1479	46436
198	FRANK ROBISON	07/08/2019	Regular	0	1400	46418
207	GEIGER READY-MIX	07/08/2019	Regular	0	1379.13	46420
243	HIMPEL LUMBER & BUILDING SUPPL	07/08/2019	Regular	0	1155.21	46424
642	USPS	07/08/2019	Regular	0	1139.5	46441
1077	Streicher's - Minneapolis	07/08/2019	Regular	0	999	46440
922	BORDER STATES INDUSTRIES	07/08/2019	Regular	0	985.4	46413
166	EMERGENCY REPORTING	07/12/2019	Regular	0	925.33	46450
414	LINK-LITE NETWORKING, INC.	07/08/2019	Regular	0	925	46431
224	HAMM QUARRIES & LANDFILL	07/12/2019	Regular	0	917.75	46454
1076	FEMA	06/27/2019	Regular	0	894	46393
890	KENNEDY GLASS	07/08/2019	Regular	0	773.47	46429
231	HEARTLAND ALARMS, INC.	07/08/2019	Regular	0	730	46423
41	BARCO MUNICIPAL PRODUCTS INC	07/08/2019	Regular	0	680	46412
596	GEOFF SONNTAG	07/08/2019	Regular	0	600	46421
677	WILLIAM PRAY	07/08/2019	Regular	0	600	46444
578	SECURITY BENEFIT	06/27/2019	Regular	0	552.63	46404
500	OREILLY AUTO PARTS	07/12/2019	Regular	0	532.42	46464
110	CODE PUBLISHING INC	06/27/2019	Regular	0	515	46390
1079	Tonganoxie Arts Council	07/12/2019	Regular	0	500	46469
207	GEIGER READY-MIX	06/27/2019	Regular	0	499	46395
484	NORTHERN SAFETY CO	07/08/2019	Regular	0	471.48	46435
503	PACE ANALYTICAL SERVICES INC	06/27/2019	Regular	0	466	46402
443	MENARDS	07/08/2019	Regular	0	428	46433
661	VISION SERVICE PLAN	06/27/2019	Regular	0	406.86	46409
414	LINK-LITE NETWORKING, INC.	07/12/2019	Regular	0	396	46462
111	COLEMAN EQUIPMENT INC	07/08/2019	Regular	0	384.96	46414
757	KC CLEAN	07/08/2019	Regular	0	360	46428
857	MIDCONTINENT COMMUNICATIONS	07/12/2019	Regular	0	342.33	46463
200	FRITO-LAY	07/12/2019	Regular	0	338.8	46451
1075	Midwest Spirit LLC	06/27/2019	Regular	0	325	46400
491	OLATHE WINWATER WORKS	07/08/2019	Regular	0	320	46437
749	BROADVOICE	07/12/2019	Regular	0	295.88	46448
462	MILLER SIGN SHOPPE	06/27/2019	Regular	0	295	46401
77	CARAWAY PRINTING CO., INC.	06/27/2019	Regular	0	273	46389
922	BORDER STATES INDUSTRIES	07/12/2019	Regular	0	257.98	46447
804	DIESEL SALES & SERVICE	06/27/2019	Regular	0	250	46391
642	USPS	06/27/2019	Regular	0	235	46407

My Check Report

Date Range: 06/27/2019 - 07/12/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
995	MEBULBS	07/08/2019	Regular	0	219.74	46432
15	ALL SEASONS CAR WASH	07/12/2019	Regular	0	216.2	46445
732	METLIFE - GROUP BENEFITS	06/27/2019	Regular	0	207.55	46399
410	LIBERTY NATIONAL	07/08/2019	Regular	0	206.42	46430
205	GALL'S LLC	07/12/2019	Regular	0	206.09	46452
25	APAC-KANSAS, INC	07/08/2019	Regular	0	204.26	46410
1021	Katherine Kelly	07/08/2019	Regular	0	200	46427
594	SMITHEREEN PEST CONTROL	07/12/2019	Regular	0	198	46468
656	VERIZON WIRELESS	06/27/2019	Regular	0	176.09	46408
548	RECORDNEWS	07/12/2019	Regular	0	166.7	46466
542	QUILL	07/12/2019	Regular	0	163.1	46465
330	KANSAS GAS SERVICE	07/12/2019	Regular	0	145.13	46458
496	KANSAS ONE CALL CONCEPTS	07/08/2019	Regular	0	135.6	46426
1074	Red Fuel Repair	06/27/2019	Regular	0	135	46403
659	VICTOR L PHILLIPS CO	07/08/2019	Regular	0	133.44	46442
857	MIDCONTINENT COMMUNICATIONS	07/08/2019	Regular	0	114.6	46434
286	JDC SECURITY LLC	06/27/2019	Regular	0	103.35	46397
34	AT&T ACCESS TRANSPORT SERVICES	07/08/2019	Regular	0	74.49	46411
189	FIRST STATE BANK & TRUST	06/27/2019	Regular	0	72.64	46394
20	AMERICAN EQUIPMENT CO.	06/27/2019	Regular	0	69.97	46388
330	KANSAS GAS SERVICE	07/08/2019	Regular	0	68.78	46425
239	HERITAGE TRACTOR, INC.	07/12/2019	Regular	0	62.09	46455
929	KS DEPT OF HEALTH & ENVIRONMENT	06/27/2019	Regular	0	60	46398
205	GALL'S LLC	07/08/2019	Regular	0	54.95	46419
391	LAWRENCE JOURNAL WORLD	07/12/2019	Regular	0	42.38	46460
400	LEAVENWORTH COUNTY CLERK	07/12/2019	Regular	0	38	46461
243	HIMPEL LUMBER & BUILDING SUPPL	06/27/2019	Regular	0	37.78	46396
555	RICOH USA, INC.	07/08/2019	Regular	0	29.96	46438
319	KANSAS DEPARTMENT OF REVENUE	07/12/2019	Regular	0	25	46457
178	FASTENAL	06/27/2019	Regular	0	8.57	46392

Bank Code AP Bank Summary

Payment Type	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	104	84	0.00	271,785.09
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>104</b>	<b>84</b>	<b>0.00</b>	<b>271,785.09</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	84	0.00	271,785.09
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>104</b>	<b>84</b>	<b>0.00</b>	<b>271,785.09</b>

### Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	6/2019	12312.67
998	Gen Fund-Pooled Cash	7/2019	259472.42
			<b>271785.09</b>



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** July 1, 2019  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Consideration of Amendment to Contract with BG Consultants for Interceptor Sewer Design

**DISCUSSION:**

On October 15, 2018 the City Council approved a motion to authorize spending up to \$125,000 of the proceeds from the sale of property at the Tonganoxie Business Park for costs associated with acquisition and preliminary design for an interceptor sanitary sewer line running through 7 unique easements between the Tonganoxie Business Park and the City's Waste Water Treatment Plant. The following services were completed by working with BG Consultants, the City Engineer, and JW Evans.

- Preliminary Topo Survey
- Section Corner Survey
- Set Alignment – Easement Descriptions
- Easement Acquisitions & Support Services
- Initial Design Engineering

In order to have the project “shovel-ready”, there is an additional phase of final design for the interceptor sewer that needs to be completed. This phase of the project takes into account the proposed alignment of the sewer and includes construction drawing and specification design and plans submittal for review and approval by the Kansas Department of Health and Environment. Once this phase is complete the project could be advanced quickly in order to match the construction timeframe of a new user at the Business Park who would require the sewer service to be available.

**BUDGET IMPACT:**

No impact to the 2019 Budget. The current costs associated with this project are being funded in the Industrial Park Fund through the proceeds of property sales at the Business Park.

Following the expenditure of \$114,328 for easement acquisition and preliminary design, the remaining funds available from the sale of property at the Tonganoxie Business Park total \$302,785. Authorizing this expenditure of \$109,000 would reduce those sale proceeds to \$193,785.

**ACTION NEEDED:**

Make a motion to authorize staff to provide a notice to proceed to BG Consultants for Section B of the Industrial Park Interceptor Sewer Project, including the expenditure of property sale proceeds in an amount not to exceed \$109,000.

**ATTACHMENTS:**

Industrial Park Interceptor Sewer Project Contract with BG Consultants

**cc:** George Brajkovic, City Manager



## AGREEMENT CONSULTANT-CLIENT

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

WITNESSETH:

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

Industrial Park Interceptor Sewer  
Easement Acquisition Support, Design and Construction Observation  
WWTP to the Industrial Park

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

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

### SECTION 1 – DEFINITIONS

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

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

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

## SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

### 2.2 GENERAL DUTIES AND RESPONSIBILITIES

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

Name:	Brian Kingsley, PE
Address:	1405 Wakarusa Drive Lawrence, KS 66049
Phone:	785-749-4474

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

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

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

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

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

### **SECTION 3 – CLIENT RESPONSIBILITIES**

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

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.

- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: George Brajkovic, City Manager  
 Address: 526 4<sup>th</sup> Street  
Tonganoxie, KS 66086  
 Phone: 913-845-2620

**SECTION 4 – PAYMENT**

4.1 COMPENSATION

- 4.1.1. **Maximum Total Fee and Expense:** For Service under **Section A – Easement Acquisition Support** the CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 2 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of \$40,000.00 Dollars. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement and shall be completed on or before Concurrently with CLIENT Easement Acquisition Schedule. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Fee and Expense:** For Service under **Section B (Preliminary) – Interceptor Sewer Design** the CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of \$15,000.00 Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.3. **Fee and Expense:** For Service under **Section B (Final Design) – Interceptor Sewer Design** the CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of \$109,000.00 Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in

**Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

- 4.1.4. **Maximum Total Fee and Expense:** For Service under **Section C – Construction Observation Services** the CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 2 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of \$138,000.00 Dollars. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement and shall be completed on or before Concurrently with the Construction Schedule. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.5. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.6. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.7. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.8. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.9. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.10. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of

time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.

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

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

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

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents

completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

## 5.2 DISPUTE RESOLUTION

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

## 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

## 5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and

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

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

## 5.5 ENTIRE AGREEMENT

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

## 5.6 APPLICABLE LAW

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

## 5.7 ASSIGNMENT OF AGREEMENT

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

## 5.8 NO THIRD PARTY BENEFICIARIES

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

## 5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

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

5.11 TITLES, SUBHEADS AND CAPITALIZATION

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

5.12 SEVERABILITY CLAUSE

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

5.13 FIELD REPRESENTATION

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

5.14 HAZARDOUS MATERIALS

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

5.15 AFFIRMATIVE ACTION

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

5.16 SPECIAL PROVISIONS

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

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this 11<sup>th</sup> day  
of November, 2018

CONSULTANT:

CLIENT:

BG Consultants, Inc.

By:



Printed Name: Brian P. Kingsley

President

By:



Printed Name: George Brajkovic

Title: City Manager

END OF CONSULTANT-CLIENT AGREEMENT

**EXHIBIT 1**  
**SCOPE OF SERVICES**

**DEFINITION AND SCOPE OF PROJECT**

**Section A – Easement Acquisition Support**

The Engineer shall commence from the date of this agreement providing the services required under this section.

The Engineering Services to be performed under this section are as follows:

1. Meet with CLIENT Staff to obtain information about existing and proposed future improvements and other items which might influence the location of the proposed improvements.
2. Meet with the CLIENT and USDA to discuss potential funding requirements for the improvements.
3. Evaluate potential improvements at the CLIENT's Wastewater Treatment Facility related to connection of the proposed interceptor sewer.
4. Conduct a utility and right-of-way investigation to determine alignment and specific locations of the proposed improvements. Make recommendations to the CLIENT concerning alignment and other design parameters.
5. Determine proper electrical power availability at potential lift station site.
6. Prepare strip maps and stake potential easements for property owners.
7. Prepare legal descriptions of easements identified to construct the project.
8. Represent the project concept in a public meeting with residents or businesses that may be affected by the project. A preliminary layout will be provided which will show the proposed location of the sewer mains. The project engineer will meet with citizens to hear any concerns they might have. These concerns will then be incorporated into the concept to the extent possible as directed by the CLIENT.

9. Coordinate with CLIENT's preferred provider for lift station equipment concept planning and preparation of an estimate of probable project cost.
10. Evaluate potential permitting requirements with KDHE.
11. Review and field check the project concept with the CLIENT Council and/or CLIENT staff.
12. Provide an opinion of probable project cost.

## **Section B – Interceptor Sewer Design**

**The Engineer shall obtain a Notice to Proceed from the CLIENT prior to performing services under this section of the agreement.**

The Engineering Services to be performed under this section are as follows:

1. To coordinate design work with the CLIENT and submit the plans for review and approval by the Kansas Department of Health and Environment and other reviewing agencies.
2. To provide estimates of probable construction costs during the preliminary design and final design phases of the project.
3. To prepare and furnish the original and five (5) sets of final plans to the CLIENT. Five (5) sets will be provided for preliminary review and "As Built" will be furnished after construction.
4. To have available for review by the CLIENT plans being prepared and supporting information at the Engineer's office.
5. To accept compensation for the work herein described in such amounts and at such periods as indicated herein.
6. To comply with known federal, state and local laws and ordinances which are applicable to the work.
7. Furthermore, the basic services to be provided will be as follows:

**TOPOGRAPHY SURVEY** - The entire project length will be surveyed for all known existing features. Specifically, we will locate:

1. Trees will identified as to size;
2. Shrubs will be identified as to size;
3. Driveways, walks, and streets will be identified as to the size and type of material;
4. Known existing utilities such as fire hydrants, gas meters, telephone boxes, sanitary manholes, and storm sewer inlets will be located;
5. Elevations will be established throughout the site;
6. Unusual features such as stone curbs, parking areas, etc., will be located;
7. Locate known underground utilities on the base maps generated from the topographic survey.
8. Research the locations for walks, streets, curbs, and other items that require specific replacement procedures.
9. Identify sanitary sewer alignment and location and meet with CLIENT staff to confirm actual design parameters.
10. Conduct a site investigation to determine sanitary sewer manhole locations considering existing utilities and service needs, along with other design criteria as determined by the Engineer.

**FINAL DESIGN**

1. Be available for a meeting to discuss the project with the affected property owners and/or interested citizens, including the CLIENT Council.
2. Develop details and specifications to cover unusual construction activities.
3. Complete contract documents including construction drawings and Standard Specifications.
4. Provide a final estimate of probable construction costs.

5. The ENGINEER agrees to furnish the CLIENT detailed construction plans, revised plans and original documents as described herein for work done in the design and construction phase and shall agree to turn over said plans and documents to the CLIENT in return for receipt of fees.

### **Section C – Construction Phase Services**

1. No Environmental Assessment or an Environmental Impact Statement concerning the National Environmental Policy Act will be prepared. The Engineer does not anticipate the need for this work. Should there become a need for either of these documents, the preparation of the documents will be provided through an addendum to this Agreement at the time the need is established. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated or included in the services.
2. Consultant will provide bid phase services including assisting the CLIENT with plan distribution, answering contractor questions and preparing a recommendation for award of the construction contract.
3. Consultant will provide KDHE required full-time personnel to assist with construction observation services.
4. Consultant will assist the CLIENT with administration of the construction contract.
5. Shop drawings for materials will be submitted to the Engineer for review. After review the Engineer will either return a copy of the submitted shop drawing to the Contractor with changes marked on the shop drawing, or the Engineering will return a copy of the submitted shop drawing stamped "No Exception Taken". The Engineer will keep a copy of each reviewed shop drawing complete with mark up comments.

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

**COST SUMMARY:**

Section A – Easement Acquisition Support	\$ 40,000.00
Section B (Preliminary) – Interceptor Sewer Design	\$ 15,000.00
Section B (Final Design) – Interceptor Sewer Design	\$109,000.00
Section C – Construction Services	<u>\$138,000.00</u>
Total Contract Amount	\$302,000.00

These services will be billed monthly based upon the percentage of work completed the previous month.

**SCHEDULE:**

The services under each Section of Work will be performed on a schedule as indicated below:

Section A – Concurrently with Client Easement Acquisition Schedule.  
Section B (Preliminary) – Concurrently with Client Easement Acquisition Schedule.

Section B (Final Design) – Within 270 Calendar Days of Notice to Proceed.  
Section C – Concurrently with Construction of the Project.

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

None.



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** July 15, 2019  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Planning Commission Expiring Terms Update

**DISCUSSION:**

Staff recently contacted Jake Dale and Patti Gabel and notified them that their terms as City representatives on the Planning Commission were due to expire on August 21, 2019.

Mayor Ward directed staff to bring an update to the City Council and prepare a vacancy notice to be advertised on the City's website in order to draw interest. The deadline for applications, which are submitted through the City website or in person, is July 30, 2019. Applications will be shared with the Planning Commission for review at the August 1, 2019 meeting, and a recommendation will be developed to be shared with the City Council at the regular meeting on August 5, 2019. The Mayor appoints members of the Planning Commission with the input of the City Council.

**BUDGET IMPACT:**

None.

**ACTION NEEDED:**

None.

**ATTACHMENTS:**

None.

**cc:** George Brajkovic, City Manager  
Anna Krstulic, City Attorney