



City Council Meeting Agenda

July 24, 2023
6:00 p.m.

Mayor: Carolyn Caiharr
Councilmember: Camila Adcox Mark Bishop Garrett Mellott
 Greg Scott Margaret Shriver

Please stand for the **Pledge of Allegiance**

Call meeting to order and consideration of the evening's agenda

Requests or Comments from the public

(As a courtesy to your fellow citizens, please try to limit your comments to three minutes)

Consent Agenda Items

Consider approval of consent agenda items

- D Approve minutes of July 10, 2023
- E Statement of Bills paid \$324,165.01

Consider Resolution 2023-07 authorizing the reimbursement of funds for professional services for design improvements and other related expenses for the 98th Street Project (Phase II)

Consider authorizing the Interim City Manager to enter into a contract with BHC for professional services for design improvements for the 98th Street Project (Phase II)

Consider authorizing the acquisition of an ambulance for the Edwardsville Fire Department

Hear presentation regarding Quarter 2 Budget Review for 2023 and hear staff presentation regarding the development of the 2024 Annual Budget

City Manager Report

- D Hear staff update related to future acquisition of site for Public Works facilities
- E Hear staff update regarding economic development in the City

Council and Mayor Comments



City Council Meeting Minutes

July 10, 2023
6:22 p.m.

Mayor: Carolyn Caiharr
Councilmember Camila Adcox Mark Bishop Garrett Mellott
Greg Scott Margaret Shriver

1. Requests or Comments from the public

- Brenda Tibbits, owner of Marks Motorcycles in Edwardsville, addressed the Council, requesting that the group revisit the fee structure for fireworks sales. She requested a tiered structure be implemented so early sales could take place at a higher rate if the vendor wished. The new sale dates and fees were detrimental to revenue during the 2023 fireworks sales season.

2. Consider approval of consent agenda items

a) Approve minutes of June 26, 2023

b) Statement of bills paid in the amount of \$195,565.58

- **Motion:** Councilmember Scott made the motion to approve the consent agenda
- **Second:** Councilmember Shriver seconded the motion
- **Vote:** Passes, 5-0

Planning Commission Items

3. Consider the following recommendations from the Edwardsville Planning Commission:

a. Recommendation of denial regarding a rezoning request for properties located at 1123 and 1131 Edwardsville Dr. (2023-07-Z)

- **Motion:** Councilmember Bishop made the motion to accept the Planning Commission's recommendation of denial for this item
- **Second:** Councilmember Shriver seconded the motion
- **Vote:** Passes, 4-0 (*note: this item was not voted on by Councilmember Adcox, as she was serving on the Planning Commission at the time of the recommendation and thus could not vote twice on the same item*).

4. Consider Ordinance No. 1067 establishing an equipment replacement fund

- City Manager Michael Webb reviewed this item, noting it has been in the works for some period of time. The ordinance would create a municipal equipment replacement fund, the purpose of which would allow the City to self-finance vehicle acquisitions
- This is beneficial as it would save the City financing and interest fees.
- The fund would receive other City monies (through vehicle sales, for example) to use for vehicle replacement. The city would make payments to itself to continue to provide resources into the fund.
- There was additional discussion of investment opportunities this may offer in the future.
- **Motion:** Councilmember Mellott made the motion to adopt Ordinance No. 1067
- **Second:** Councilmember Scott seconded the motion.
- **Vote:** Passes, 5-0

5. **Consider a motion to recess into Executive Session pursuant to K.S.A. 75-43-19(b)(6) for the preliminary discussion of the acquisition of real property related to Public Works facilities**
 - **Motion:** Councilmember Mellott made the motion to recess into Executive Session for the reasons stated, to include the City Manager and City Attorney, with the regular meeting to resume at 7:05
 - **Second:** Councilmember Bishop seconded the motion
 - **Vote:** Passes, 5-0
 - The group conducted its session, returning at 7:05
 - **Motion:** Councilmember Mellott made the motion to return to regular session
 - **Second:** Councilmember Scott seconded the motion
 - **Vote:** Passes, 5-0
 - No action was taken as a result of this meeting

6. **Consider a motion to recess into Executive Session pursuant to K.S.A. 75-4319(b)(1) to discuss matters of nonelected personnel related to the position of Interim City Manager**
 - **Motion:** Councilmember Bishop made the motion to recess into Executive Session for the reasons stated to include the City Attorney, with the regular meeting to resume at 7:25
 - **Second:** Councilmember Shriver seconded the motion
 - **Vote:** Passes, 5-0
 - After returning from Executive Session, the group returned and extended the session for an additional 15 minutes
 - The group returned at 7:40.
 - **Motion:** Councilmember Bishop made the motion to return to regular session
 - **Second:** Councilmember Shriver seconded the motion
 - **Vote:** Passes, 5-0
 - At 7:40, the City Attorney returned and provided notice that the Executive Session would be extended until 7:50 PM
 - The group returned and as a result of this item, a new Executive Session was called, pursuant to K.S.A. 75-4319(b)(3) to discuss employer-employee negotiations to include Police Chief Mathies and the City Attorney to return at 8:08 PM
 - The group returned and extended the Executive Session until 8:25, this time to include Assistant City Manager Zack Daniel
 - The group recessed, then returned at 8:25
 - **Motion:** Councilmember Mellott made the motion to recess into Executive Session for the reasons stated
 - **Second:** Councilmember Scott seconded the motion
 - **Vote:** Passes, 5-0
 - Follow-up action on these Executive Sessions would take place at the close of the meeting.

7. **Consider a motion to recess into Executive Session pursuant to K.S.A. 75-4319(b)(2) for consultation with the City Attorney which would be deemed privileged in the attorney-client relationship regarding potential litigation**
 - **Motion:** Councilmember Shriver made the motion to recess into Executive Session for the reasons stated, to include the City Manager and City Attorney, with the regular session to resume at 8:35
 - **Second:** Councilmember Scott seconded the motion
 - The group conducted its session, returning at 8:35
 - **Motion:** Councilmember Shriver made the motion to return to regular session

- **Second:** Councilmember Scott seconded the motion
 - **Vote:** Passes, 5-0
 - There was no action stemming from this session
8. **Consider the addition of a new agenda item related to the appointment of an Interim City Manager, Pursuant to City Council Resolution 2023-02**
- **Motion:** Councilmember Shriver made the motion as stated
 - **Second:** Councilmember Mellott seconded the motion
 - **Vote:** Passes, 5-0
9. **Consider approval of ap Police Chief Mark Mathies as Interim City Manager contingent on mutually approved Interim Appointment Agreement to be effective upon the retirement of the current City Manager**
- **Motion:** Councilmember Shriver made the motion as stated
 - **Second:** Councilmember Scott seconded the motion
 - **Vote:** Passes, 5-0
10. **City Manager Report**
- City Manager Michael Webb congratulated Mark Mathies on his appointment and invited the group to attend the staff retirement event taking place on Friday. He noted this would be his last meeting and thanked the staff and City Council for the opportunity to work with them.
 - Assistant City Manager Zack Daniel noted he was working on different processes related to signing up for public comment to keep staff and elected informed. He closed by thanking outgoing City Manager for his work and mentorship.
 - Police Chief Mathies thanked the group for their confidence in the Interim Appointment. He noted the WaterFest event coming up on July 21.
 - Fire Chief Tim Whitham and Public Works Director CE Goodall provided departmental updates.

11. Council and Mayor Comments

Councilmember Scott thanked Michael Webb for his contributions to the City and request that the Council consider retaining Mr. Webb on a contractual basis related to certain special projects and economic development initiatives. He'd like that included on the July 24, 2023 agenda for consideration.

Councilmember Shriver thanked Mr. Webb and noted his extensive knowledge and loyalty to the City. She cited his relationships with the staff and his rebuilding the City in a professional manner. She thanked Mr. Daniel for his work on presenting the budget. She then thanked Chief Mathies for assuming the new role of Interim Manager. She made comments regarding fireworks discharge. She also had questions regarding the special sales tax renewal. She then noted a broken bench on the mobile home property south of the Fire Station that needs addressed. There was additional discussion on the mutual aid agreement between Bonner Springs and Edwardsville.

Councilmember Mellott remarked that the budget process is a difficult one but noted his emphasis on making sure employee compensation stays competitive for the good work City employees do. He asked about the timing for the upcoming road projects and demo work. Mr. Webb provided an update. He closed by thanking the people who put together the reunion at the City Park. He thanked staff for their work cleaning up the site.

Councilmember Mellott asked Mayor Caiharr for an update on the City Manager search. Mayor Caiharr noted her intention to request a special meeting to take place prior to the July 24 meeting to discuss the applicants that have come in so far through the SGR search. There was additional discussion on the Quiet Zone project. He closed by thanking Mr. Webb for his contributions to the City and congratulated Chief Mathies on his appointment. He recognized Assistant City Manager Zack Daniel for his efforts for the betterment of the City as well.

Councilmember Bishop asked about the outreach materials prepared for the special sales tax renewal. Mr. Daniel noted a flyer has been prepared and handed out at different events. He noted that he would be speaking at the Chamber of Commerce regarding the efforts and additional materials would be prepared for events from now until the vote occurs. He noted he like to revisit the fireworks sales ordinance based on feedback from vendors.

Councilmember Adcox noted she was excited to work with the incoming Interim City Manager and noted she too was concerned by an imbalance in the mutual aid agreement with Bonner Springs.

Mayor Caiharr thanked the group for meeting early for the budget workshop. She raised concerns about the mutual aid agreement with Bonner Springs and expressed an interest in revising this agreement to be more equitable. She recapped the recent Harvesters event. She closed by thanking Mr. Webb for all of this efforts throughout the years and wished him luck in retirement.

ADJOURNMENT

The meeting was adjourned at 9:02 p.m.

Zachary Daniel
City Clerk

ITEM #2b

TO: MAYOR & CITY COUNCIL
FROM: ZACK DANIEL, ASSISTANT CITY MANAGER
DATE: JULY 24, 2023
SUBJECT: STATEMENT OF BILLS PAID

FOR YOUR REVIEW

Review the statement of bills paid for the reported period.

RECOMMENDATION

City Council to approve the Statement of Bills as submitted in amount of \$324,165.01

FINANCIAL IMPACT

The total of the Statement of Bills is as follows:

General	\$ 211,191.08
Cash Bond	\$ 5,500.00
Cemetery	\$ \$750.00
General Obligation Bond	\$ 6,625.00
Pre-Authorized Payments	\$ --
Payroll Pre-Authorized Payments	\$ 100,098.93
Total	\$ 324,165.01

Check Register Report

070723 THUR 072023

Date: 07/20/2023

Time: 1:49 pm

City of Edwardsville

BANK: BANK MIDWEST-CHECKING

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
BANK MIDWEST-CHECKING Checks								
155075	07/11/23	Printed			LO16	LOAN PAYMENT PROCESSING CENTER	NOTE NO. 01902311483-00001	32,881.06
155076	07/20/23	Printed			AR20	ARTHUR J. GALLAGHER RISK	CYBER LIABILITY MASTER POLICY	5,121.45
155077	07/20/23	Printed			BA49	BARDAVON HEALTH INNOVATIONS	POET TEST STOUT, BRYNE, SANDAH	225.00
155078	07/20/23	Printed			BH01	BHC RHODES CIVIL ENGINEERS	PROFESSIONAL SERVICES 06/11/2023 - 07/08/2023	87.50
155079	07/20/23	Printed			CO68	DESTANY COFFEY	OVER PAYMENT ON TICKET #85344	30.00
155080	07/20/23	Printed			SU22	CONSOLIDATE COMMUNICATIONS	LAND LINE PHONE SERVICES	583.16
155081	07/20/23	Printed			DI22	DIGITAL ALLY	SERVER - VIDEO MIGRATION	300.00
155082	07/20/23	Printed			KCPL	EVERGY	EVERGY ENERGY BILL	26.02
155083	07/20/23	Printed			FP02	FRANCOTYP-POSTALIA, INC	POSTAGE METER RENEWAL	156.00
155084	07/20/23	Printed			GE006	GEORGE BUTLER ASSOCIATES	2023 BRIDGE INSPECTIONS	1,100.00
155085	07/20/23	Printed			EX02	GO CAR WASH MANAGEMENT CORP.	POLICE FLEET CAR WASHES	160.00
155086	07/20/23	Printed			JA01	JACKSON SERVICE CENTER	VEHICLE MAINTENANCE	153.09
155087	07/20/23	Printed			KC21	KC DISPOSAL	RESIDENTIAL TRASH PICKUP	20,283.43
155088	07/20/23	Printed			KR11	KRIEGSHAUSER NEY LLC	2023 FLAT CONTRACT RATE	2,400.00
155089	07/20/23	Printed			MA70	BARBARA MACDONALD	SIGN BOARD 4 WEBB'S RETIREMENT	75.00
155090	07/20/23	Printed			NE35	NETSTANDARD INC	HOST UPGRADE PROJECT	10,474.35
155091	07/20/23	Printed			OR01	O'REILLY AUTO PARTS	POLICE VEHICLE MAINTENANCE	185.47
155092	07/20/23	Printed			FI20	OPTIV SECURITY INC	3 YEAR KEY FOB TOKEN (X3)	164.37
155093	07/20/23	Printed			SE30	SERVICE SYSEMS	CITY JANITORIAL SERVICES	1,293.64
155094	07/20/23	Printed			TI02	SPECTRUM BUSINESS	MONTHLY INTERNET SERVICES	329.98
155095	07/20/23	Printed			SP07	SPORTS CONDUCTOR LLC	PARKS & RECS WEBSITE SUPPORT	291.75
155096	07/20/23	Printed			SU31	SUPREME GREEN LANDWORKS, LLC	CITY MOWING	5,017.00
155097	07/20/23	Printed			TH14	THE HUMANE SOCIETY	ANIMAL IMPOUND FEES MAY 23	490.00
155098	07/20/23	Printed			SP16	THE SPRINGS CAR WASH	POLICE FLEET CAR WASHES	37.80
155099	07/20/23	Printed			UN31	UNIFIRST	JANITORIAL OFFICE SUPPLIES	278.32
155100	07/20/23	Printed			CM01	UNION BANK & TRUST	PD LEASES	106,599.17
155101	07/20/23	Printed			KU02	UNIVERSITY OF KANSAS HOSP AUTH	PRE EMPLOYMENT SCREEN (FRANK EDWARD SANDAHL)	94.00
155102	07/20/23	Printed			FL04	WEX BANK	CITY FUEL COST	16,940.65
155103	07/20/23	Printed			WH06	WHITE LAWN AND LANDSCAPE LLC	CEMETERY MOWING MAY - JULY 23	5,285.00
155104	07/20/23	Printed			WI34	TIMOTHY F WHITHAM	REIMBURSED EXPENSES	127.87

Total Checks: 30

Checks Total (excluding void checks):

211,191.08

Total Payments: 30

Bank Total (excluding void checks):

211,191.08

Check Register Report

070723 THUR 072023

Date: 07/20/2023

Time: 1:49 pm

Page: 2

City of Edwardsville

BANK: BANK MIDWEST CASH BOND

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount	
BANK MIDWEST CASH BOND Checks									
1920	07/20/23	Printed			BR23	FRED BRANT	BOND REFUNDED TICKET #49639	750.00	
1922	07/20/23	Printed			CI19	CITY OF EDWARDSVILLE, KANSAS	BOND FORFEITED TICKET # 82884	4,440.00	
1923	07/20/23	Printed			HA72	MARKEISE HALL	BOND REFUNDED TICKET #58210	80.00	
1924	07/20/23	Printed			HA73	TODD HANDY	BOND REFUNDED TICKET #78762	230.00	
					Total Checks: 4		Checks Total (excluding void checks):		5,500.00
					Total Payments: 4		Bank Total (excluding void checks):		5,500.00

Check Register Report

070723 THUR 072023

Date: 07/20/2023

Time: 1:49 pm

Page: 3

City of Edwardsville

BANK: BANK MIDWEST - CEMETERY

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
BANK MIDWEST - CEMETERY Checks								
1023	07/07/23	Printed			GR23	JAMES GRIMM	CEMETERY SEXTON FEE JULY 2023	750.00
						Total Checks: 1	Checks Total (excluding void checks):	750.00
						Total Payments: 1	Bank Total (excluding void checks):	750.00

Check Register Report

070723 THUR 072023

Date: 07/20/2023

Time: 1:49 pm

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City of Edwardsville

BANK: BANK MIDWEST-GO BONDS

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
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BANK MIDWEST-GO BONDS Checks

1756	07/20/23	Printed			BH01	BHC RHODES CIVIL ENGINEERS	PROFESSIONAL SERVICES 04/16/2023 - 05/13/2023	6,625.00
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Total Checks: 1

Checks Total (excluding void checks): 6,625.00

Total Payments: 1

Bank Total (excluding void checks): 6,625.00

Check Register Report

070723 THUR 072023

Date: 07/20/2023

Time: 1:49 pm

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City of Edwardsville

BANK: PAYROLL PRE-AUTHORIZATION

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
PAYROLL PRE-AUTHORIZATION Checks								
627	07/20/23	Printed			AF01	AFLAC	PREMIUM	37.90
628	07/20/23	Printed			AM26	AMERICAN FIDELITY ASSURANCE	SUPPLEMENTAL INSURANCE	1,486.05
629	07/20/23	Printed			FOP	FOP LODGE 42	PAYROLL POLICE DUES	135.00
630	07/20/23	Printed			IN24	INTL ASSOC FIRE FIGHTERS #64	PAYROLL FIRE DUES	153.50
631	07/20/23	Printed			KPER	K.P.E.R.S.	KPERS	5,851.97
632	07/20/23	Printed			KP&F	KANSAS POLICE & FIRE	KPF PD & FD PLAN 98 & 99	29,416.10
633	07/20/23	Printed			KA07	MIDWEST PUBLIC RISK	HEALTH INSURANCE	59,382.00
634	07/20/23	Printed			IC02	MISSION SQUARE RETIREMENT	ICMA 457 EE, ER & WEBB CONTRIB	1,262.90
635	07/20/23	Printed			TR01	PRINCIPAL LIFE GROUP	PRINCIPAL LIFE	901.00
636	07/20/23	Printed			ST19	STANDARD INSURANCE COMPANY	SHORT TERM DISABILITY	1,021.83
637	07/20/23	Printed			TX01	TEXAS LIFE	LIFE INSURANCE 125	450.68

Total Checks: 11	Checks Total (excluding void checks):	100,098.93
Total Payments: 11	Bank Total (excluding void checks):	100,098.93
Total Payments: 47	Grand Total (excluding void checks):	324,165.01

TO: MAYOR & CITY COUNCIL
FROM: ZACK DANIEL, ASSISTANT CITY MANAGER
C.E. GOODALL, PUBLIC WORKS DIRECTOR
RANDY GORTON, BHC
DATE: JULY 24, 2023
SUBJECT: 98TH STREET PHASE II FUNDING

RECOMMENDATION

City Council to consider Resolution No. 2023-07 authorizing the reimbursement of funds for professional services for design improvements and other related expenses for the 98th Street Project (Phase II)

FINANCIAL IMPACT

The maximum reimbursement of funds authorized by this Resolution is \$2,710,000.

BACKGROUND

The City was awarded approximately \$4.1M in federal STP funds for Phase II of the 98th Street reconstruction project, which includes road reconstruction of 98th street south of Kansas Ave. The total cost for the project is estimated at \$6,805,000 per the application materials submitted through MARC. The City's match for this project would equal approximately \$2.7M.

The City's engineer, BHC Rhodes, has submitted its engineering proposal for preliminary and final design in the amount of \$519,515. The proposed Resolution allows for any funds expended for the purpose of this project up to the total cost of the City's portion of the project to be eligible for refunding from future bonds or other tax-exempt proceeds.

Staff recommends the City Council adopt Resolution No. 2023-07 authorizing the reimbursement of funds for professional services for design improvements and other related expenses for the 98th Street Project (Phase II).

The City's engineering partners at BHC have prepared the attached proposal for design services for this project. BHC also served in this capacity for Phase I of the project, ensuring continuity between the two phases. The proposed agreement includes data collection, surveying and basemapping, concept design, field check plans, review of right-of-way easements and tract maps, office check plans and final documents prior to bid letting.

Upon adoption of Resolution 2023-07, staff recommends the City Council authorize the Interim City Manager to enter into a contract with BHC for professional services for design improvements for the 98th Street Project (Phase II).

RESOLUTION NO. 2023-07

A RESOLUTION OF THE CITY OF EDWARDSVILLE, KANSAS, TO AUTHORIZE THE REIMBURSEMENT OF FUNDS USED TO FINANCE CERTAIN IMPROVEMENTS WITH THE ISSUANCE OF FEDERALLY TAX-EXEMPT DEBT.

WHEREAS, the Internal Revenue Service has issued Section 1.150-2 of the Treasury Regulations (the “Reimbursement Regulations”) which prescribe procedures applicable to the City of Edwardsville, Kansas (the “City”), for issuing bonds or other tax-exempt obligations, all or a portion of the proceeds of which are to be used to reimburse the City for expenditures made by the City before the date such obligations are issued; and

WHEREAS, the Reimbursement Regulations generally require the City to make a declaration of official intent to reimburse itself for previous expenditures out of the proceeds of subsequently issued bonds or other tax-exempt borrowing, that the borrowing occur and the reimbursement be made within a specified period of time after the payment of the expenditure or after the improvements are constructed, and that a reimbursed expenditure be a capital expenditure; and

WHEREAS, the City Council has determined that it is necessary and desirable to construct certain improvements and related appurtenances within the City, referred to collectively as the 98th Street Phase II improvements (the “Improvements”); and

WHEREAS, the City anticipates using bonds, notes or other tax-exempt obligations to finance all or a portion of the cost of the improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDWARDSVILLE, KANSAS, AS FOLLOWS:

Section 1. In order to comply with the requirement of the Reimbursement Regulations concerning declarations of official intent to reimburse the City for previously paid Improvements expenditures from the proceeds of subsequently issued debt, the City Council hereby indicates its intent to reimburse the City with the proceeds of bonds, notes or other obligations of the City, the interest on which is expected to be exempt from federal income taxation, for costs of the Improvements in an amount not to exceed \$2,710,000.

Section 2. This Resolution is effective upon its adoption.

PASSED AND APPROVED by the City Council of the City of Edwardsville, Kansas this 24th day of July, 2023.

Carolyn Caiharr, Mayor

ATTEST:

Chantal Frierson, City Clerk

AGREEMENT FOR SERVICES

**Professional Services
For
Design of Improvements for 98th Street Part 2 Project
(Kansas Ave to South of Swartz Rd)**

Between:

BRUNGARDT HONOMICHL & COMPANY, P.A.

And

City of EDWARDSVILLE, KANSAS

**BHC RHODES Contract Number:
July 12, 2023**

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, effective the ____ day of _____, 2023, by and between **Brungardt Honomichl & Company, P.A.** (hereinafter referred to as Consultant), a professional corporation with offices at 7101 College Blvd., Suite 400, Overland Park, Kansas 66210, and the city of Edwardsville, Kansas (hereinafter referred to as City), a public entity.

WITNESSETH:

WHEREAS, City requires professional services for the design of improvements for the **98th Street Part 2 Project** as described in Attachment ‘A’; and,

WHEREAS, Consultant is prepared to provide such services;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1.0 – SERVICES TO BE PERFORMED BY CONSULTANT. Consultant shall perform the Services described in **Attachment A - Scope of Services**, which is attached hereto and incorporated by reference as part of this agreement.

ARTICLE 2.0 – COMPENSATION AND TERMS OF PAYMENT. Client shall pay Consultant for performance of services in accordance with fees presented in **Attachment B - Compensation**, which is attached hereto and incorporated by reference as part of this agreement. Consultant shall submit invoices every four weeks based on completion of the individual work items described in the Fee Schedule. Client agrees to pay Consultant within thirty (30) days of receipt of an undisputed invoice. After 30 days, an interest fee of 0.5% per month shall be applied for all late amounts.

ARTICE 3.0 – ADDITIONAL SERVICES. Additional services may be provided after execution of this agreement without invalidating this agreement. Upon recognizing the need to perform additional services that may arise as the project proceeds, the consultant shall notify the Client. The Consultant however shall not proceed to provide such services until the Consultant receives the Clients written authorization. Additional services provided in accordance with this section shall entitle the Consultant to additional compensation.

ARTICLE 4.0 – CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right

to terminate this Agreement in accordance with the Termination provision hereof.

ARTICLE 5.0 – GENERAL OBLIGATIONS OF CONSULTANT. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

Consultant shall exercise usual and customary professional care in its effort to comply with rules or regulations of the federal, state, or other government body or any administrative agency pertaining to the performance of the work hereunder.

Consultant shall not assign, transfer, or sublet this Agreement or any interest herein without the prior written consent of the Client.

ARTICLE 6.0 – GENERAL OBLIGATIONS OF THE CLIENT. The Client shall provide payment to the Consultant as provided in Article 2.0, Compensation.

Client shall monitor the performance of the Consultant's work and shall notify them of any concerns and/or modifications required to the Services.

Client shall make available to the Consultant any documents, drawings, electronic files, specifications, files or other information necessary in the execution and completion of the Services. The Client shall furnish, at the Client's expense, all information, requirements, reports, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, and instructions in performing its services.

Client shall not assign, transfer, or sublet this Agreement or any interest herein without the prior written consent of the Consultant.

ARTICLE 7.0 – OWNERSHIP OF DOCUMENTS. The Client acknowledges the Consultant's documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of the Services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the documents without the prior written authorization of the Consultant. Client shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

ARTICLE 8.0 – INSURANCE. Consultant shall carry and maintain throughout the performance of the Services insurance acceptable to the Client in the following amounts:

1. Workers Compensation, including occupational disease.
(Statutory Limits)
2. General (Public) Liability
 - Bodily Injury \$1,000,000
 - Property Damage \$1,000,000
3. Automobile Liability (hired, owned, non-owned)
 - Bodily Injury \$1,000,000
 - Property Damage \$1,000,000
4. Professional Liability \$1,000,000

Upon request by the Client, the Consultant shall provide the Client as an additional insured party with certificates of insurance evidencing the coverage in effect. After such policies become effective, none of such policies shall be canceled by the insurance company except after ten days' notice in writing to the Client.

ARTICLE 9.0 - INDEMNIFICATION. For purposes of this Agreement, Consultant hereby agrees to indemnify, defend and hold harmless the Client, its employees and agents from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Consultant, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the Client or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the Client's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Consultant's obligation hereunder shall not include amounts attributable to the fault or negligence of the Client or any third party for whom the Consultant is not responsible.

In the case of any claims against the Client, its employees or agents indemnified under this Agreement, by an employee of the Consultant, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consultant, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 10.0 – TERMINATION AND SUSPENSION. Either party may terminate this Agreement at any time by giving the other party five (5) calendar days written notice of such termination. Immediately upon receipt of Notice of Termination, the Consultant shall discontinue Services and incur no further obligation or expenses. The Consultant shall be paid for all work completed prior to the effective date of such termination.

If the Client fails to make payment in accordance with this Agreement or otherwise is in material breach of this Agreement, the Consultant may suspend the performance of services upon five (5) calendar days written notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full for all outstanding amounts due the Consultant, or curing of other such breach which caused the Consultant to suspend services, the Consultant may resume services and there shall be equitable adjustment to the remaining project schedule and fees as a result of such suspension.

ARTICLE 11.0 – NON-DISCRIMINATION AND AFFIRMATIVE ACTION. The Consultant agrees that:

A. During the performance of this Agreement or any subcontract resulting thereof, the Consultant, all subcontractors and vendors shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001, et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income;

B. In all solicitations or advertisements for employees the Consultant, all subcontractors and vendors shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

C. If the Consultant, a subcontractor or vendor fails to comply with the manner in which the Consultant, subcontractor or vendor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Consultant, subcontractor or vendor shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

D. If the Consultant, a subcontractor or vendor is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, the Consultant, subcontractor or vendor shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated or suspended in whole or in part by the City;

E. The Consultant shall include the provisions of paragraphs 1. through 4. above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The Consultant further agrees that the Consultant shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and shall furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this Project and shall furnish any certification required by any federal, state or local governmental agency in connection therewith.

ARTICLE 12.0 – STATUS. The Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor, and in no event shall any of its personnel be construed to be an employee of the Client.

ARTICLE 13.0 – GOVERNING LAW AND JURISDICTION. The Client and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of Kansas. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court in Wyandotte County, Kansas, if possible.

ARTICLE 14.0 – DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

ARTICLE 15.0 – THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

ARTICLE 16.0 – JOBSITE SAFETY. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety.

ARTICLE 17.0 – HAZARDOUS MATERIALS. Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

ARTICLE 18.0 - CASH BASIS SECTION. The Client is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the Client's current budget year. In the event the

Client does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

ARTICLE 19.0 – SEVERABILITY. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 20.0 – ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

**City of Edwardsville
Edwardsville, Kansas**

**Consultant
Brungardt Honomichl & Company, P.A.**

Authorized Signature

By: 

Randall Gorton, P.E., P.T.O.E.

Title: Vice-President

Date: _____

Date: 7/12/2023

ATTEST:

ATTEST:

City Clerk



Notary Public



Task No.	Attachment A Scope of Services 98th Street Part Deux (Kansas Avenue south for Approx 5,000') Edwardsville, KS Prepared By: BHC RHODES (June 2023)	Phase	Task	Labor (Hours) / Average Rates									Labor		Reimbursable Expenses	Total Task Fee	
				Public Works					Surveying				Hours	Cost			
				Prin. Prog. Man.	Project Manager	Sr. Proj/Traffic Eng.	Project Eng.	Design Eng.	Sr. Eng. Tech.	Proj. Surveyor	Crew Chief	Crew Member					
\$225	\$215	\$197	\$173	\$135	\$155	\$170	\$135	\$105									
1. Data Collection																	
A.	Attend a pre-design meeting to establish the City's final design criteria for the project.	71	782	2	3		2							7	\$1,441	\$50	\$1,491
B.	Document design criteria for the project and prepare a design memorandum that is to be submitted to the City.	71	780		2									2	\$430		\$430
C.	Develop a detailed design schedule. Submit a copy to the City and provide digital updates at scheduled progress meetings. The schedule should include the following milestones: Data Collection, Survey and Basemapping, Field Check Plans to the City, Approximate Utility Coordination Meeting Dates, Right-of-way / Easements to the City, Approximate Public Meeting / Individual Stakeholder Meeting Dates, Final Plans to the City.	71	780		4									4	\$860		\$860
D.	Contact utility companies to determine the location of existing facilities, collect as-built plans and determine location of planned improvements.	71	770			8			2					10	\$1,886		\$1,886
E.	Perform geotechnical borings to determine depth of rock within the project area. A geotechnical company will collect the borings, analyze the samples, and prepare a report for each location. (subconsultant cost has been estimated)	71	736		4				4					8	\$1,480	\$18,000	\$19,480
F.	Calculate the total area of disturbance to determine whether a Stormwater Pollution Prevention Plan (SWPPP) is required. YES. A total area of disturbance of over one (1) acre triggers the NPDES permit requirement. BHC RHODES will incorporate the borings information into the plan-profile sheets.	71	748				2	4						6	\$886		\$886
Task 1 Subtotal						2	13	8	4	4	6			37	\$6,983	\$18,050	\$25,033
2. Survey and Basemapping																	
A.	Perform field surveys to obtain sufficient detail for the project design. For all work within the right-of-way, the surveyor shall install and maintain traffic control in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) prior to and during the work. The surveyor shall also notify all property owners along the project of the topographic survey prior to any work being done.	71	772		2				2					4	\$74,740		\$74,740
B.	Obtain ownership certification information from the title company to determine right-of-way lines, property lines, easement limits and ownership information. It is anticipated that information for up to 26 tracts will be obtained.	71	772												\$0	\$7,800	\$7,800
C.	Compile and process survey data to create basemapping and produce Digital Terrain Model (DTM). Include existing property lines and easements using legal descriptions, tract plots and Title Reports. Field check project base maps for existing features.	71	720		4		4		4					12	\$2,172		\$2,172
Task 2 Subtotal						6	4		6					16	\$76,912	\$7,800	\$84,712

Task No.	Attachment A Scope of Services 98th Street Part Deux (Kansas Avenue south for Approx 5,000') Edwardsville, KS Prepared By: BHC RHODES (June 2023)		Phase	Task	Labor (Hours) / Average Rates							Hours	Labor Cost	Reimbursable Expenses	Total Task Fee		
					Public Works					Surveying							
					Prin. Prog. Man.	Project Manager	Sr. Proj/Traffic Eng.	Project Eng.	Design Eng.	Sr. Eng. Tech.	Proj. Surveyor					Crew Chief	Crew Member
					\$225	\$215	\$197	\$173	\$135	\$155	\$170					\$135	\$105
3. Concept Design																	
A.	Update conceptual horizontal alignment of roadways with full design topo		71	736		2		2		8			12	\$2,016		\$2,016	
B.	Update conceptual vertical profile of roadways.		71	736		2		8		20			30	\$4,914		\$4,914	
C.	<i>[intentionally left blank]</i>		71	752										\$0		\$0	
D.	Update stormwater analysis of likely cross-road culverts and tributary areas for roadside drainage per established design criteria.		71	740		1	16		16				33	\$5,527		\$5,527	
E.	Update conceptual cross-sections illustrating potential construction limits and ROW needs.		71	758		2	8	16		40			66	\$10,974		\$10,974	
F.	Meeting to review updated conceptual design with City staff and other stakeholders.		71	782	2	4		4		2			12	\$2,312	\$50	\$2,362	
Task 3 Subtotal					2	11	24	30	16	70			153	\$25,743	\$50	\$25,793	
4. Field Check Plans																	
A.	Prepare the following field check plan sheets.																
	Title Sheet.		72	730				1	2				3	\$443		\$443	
	General Notes and Legend.		72	730		1			2				3	\$485		\$485	
	Quantities.		72	732		1		1	2	2			6	\$968		\$968	
	General Layout and Survey Data Sheet.		72	730						4			4	\$620		\$620	
	Typical Sections.		72	734				2		4			6	\$966		\$966	
	Plan & Profiles.		72	736		2		12	24	40			78	\$11,946		\$11,946	
	Driveway Plan & Profiles		72	736		2				24			26	\$4,150		\$4,150	
	Intersection Details.		72	738		2	4			24			30	\$4,938		\$4,938	
	<i>[intentionally left blank]</i>		72	738										\$0		\$0	
	Roadway Details.		72	744				2	6	2			10	\$1,466		\$1,466	
	Storm Sewer Profiles & Details.		72	740				24	40				64	\$9,552		\$9,552	
	Culvert Analysis and Layout		72	740	1	1	16		12	12			42	\$7,072	\$50	\$7,122	
	Erosion Control Plan & Details.		72	748				4	12				16	\$2,312		\$2,312	
	Pavement Marking and Signing Plan & Details.		72	754					12				16	\$2,408		\$2,408	
	Construction Phasing Plan.		72	756		2	2		8	4			16	\$2,524		\$2,524	
	Traffic Control Details.		72	756			2		2	4			8	\$1,284		\$1,284	
	Drainage Area Map and Preliminary Calculations.		72	740			20		16				36	\$6,100		\$6,100	
	Cross Sections.		72	758		4	8		30	60			102	\$15,786		\$15,786	
B.	Submit two (2) half-size sets of field check plans to the City for review and comment. In addition, submit a copy of the field check plans to KDOT and the City in electronic format.		72	780		2			4	4			10	\$1,590	\$250	\$1,840	
C.	Prepare a cost estimate.		72	732		2	5		2				9	\$1,685		\$1,685	
D.	Meet with City and KDOT staff and perform a field check of the site to compare the plans with the actual field conditions.		72	782		4		4					8	\$1,552	\$50	\$1,602	
E.	Revise plans as per City and KDOT plan review comments and field check comments.		72	780	2	4	12		40	40			98	\$15,274		\$15,274	
F.	Field Check Plans status meeting with the City. The consultant shall prepare and submit meeting minutes to the City within two days following the meeting.		72	782		4		2					6	\$1,206		\$1,206	
G.	Notice of Intent (NOI) permit and documentation. The NOI consists of a Kansas Historical Society (KHS) and a Kansas Department of Wildlife, Parks and Tourism (KDWP) Endangered Species documentation.		72	774		3			4				7	\$1,185		\$1,185	
H.	Conduct a utility coordination meeting. (Virtually)		72	770		4			4	2			10	\$1,710		\$1,710	
I.	Client communication and coordination.		72	784		20		4		4			28	\$5,612	\$100	\$5,712	
J.	Provide Quality Assurance and Quality Control.		72	784	2	8				4			14	\$2,790		\$2,790	
Task 4 Subtotal					5	66	73	56	222	234			656	\$105,624	\$450	\$106,074	

Task No.	Attachment A Scope of Services 98th Street Part Deux (Kansas Avenue south for Approx 5,000') Edwardsville, KS Prepared By: BHC RHODES (June 2023)		Phase	Task	Labor (Hours) / Average Rates								Labor		Reimbursable Expenses	Total Task Fee	
					Public Works				Surveying								
					Prin. Prog. Man.	Project Manager	Sr. Proj/Traffic Eng.	Project Eng.	Design Eng.	Sr. Eng. Tech.	Proj. Surveyor	Crew Chief	Crew Member	Hours			Cost
	SCHEDULE: Design is intended to be completed for a 2025/2026 letting by KDOT.				\$225	\$215	\$197	\$173	\$135	\$155	\$170	\$135	\$105				
5.	Right-of-Way, Easements and Tract Maps																
A.	Prepare individual tract maps. Submit one (1) set of colored preliminary right-of-way plans and separate tract maps to the City for review. A separate drawing will be submitted for each type of taking (right-of-way, temporary construction easement, utility easement, and sidewalk easement) for each parcel. It is anticipated that takings will be needed from up to twenty six (26) tracts.		72	772		2				4	36	72		114	\$16,890		\$16,890
B.	Prepare legal descriptions of each taking for each tract on separate sheets. Each legal description shall be in the following format: Heading: EXHIBIT "A" Heading Information: Tract # (Line 1), Owner (Line 2), Type of Taking (Line 3) Body: Legal Description & R.L.S. Seal, with signature and date It is anticipated that takings will be needed from up to twenty six (26) tracts. A hard copy as well as an electronic copy of the legal descriptions shall be submitted to the City.		72	772		4			78		26			108	\$15,810		\$15,810
C.	Provide field stakes at each property listed in a condemnation action should condemnation be required (assuming 6 tracts).		72	772		2					6	12	12	32	\$4,330	\$50	\$4,380
D.	Incorporate City review comments.		72	772		2					10			12	\$2,130		\$2,130
E.	<i>[intentionally left blank]</i>		72	772											\$0		\$0
F.	<i>[intentionally left blank]</i>		72	772											\$0		\$0
G.	Provide Quality Assurance and Quality Control.		72	784	2	8		4						14	\$2,862		\$2,862
	Task 5 Subtotal				2	18		4	78	4	78	84	12	280	\$42,022	\$50	\$42,072
6.	Office Check Plans																
A.	Prepare the following office check plan sheets.																
	Title Sheet.		73	730		1	2		2					5	\$879		\$879
	General Notes and Legend.		73	730		1			2					3	\$485		\$485
	Quantities.		73	732		1	4		2	8				15	\$2,513		\$2,513
	General Layout and Survey Data Sheet.		73	730			1			2				3	\$507		\$507
	Typical Sections.		73	734			2			4				6	\$1,014		\$1,014
	Plan & Profiles.		73	736		2	20		40	80				142	\$22,170		\$22,170
	Driveway Plan & Profiles		73	736			16			40				56	\$9,352		\$9,352
	Intersection Details.		73	738		1	8			20				29	\$4,891		\$4,891
	<i>[intentionally left blank]</i>		73	738											\$0		\$0
	Roadway Details.		73	744			4		8					12	\$1,868		\$1,868
	Storm Sewer Profiles & Details.		73	740		1	24		40	40				105	\$16,543		\$16,543
	Culvert Analysis, Layout & Details		73	740	1	2	28		16	24				71	\$12,051		\$12,051
	Erosion Control Plan & Details.		73	748		2	8		8					18	\$3,086		\$3,086
	Pavement Marking and Signing Plan & Details.		73	754		2	4		4	16				26	\$4,238		\$4,238
	Construction Phasing Plan.		73	756		2	4			4				10	\$1,838		\$1,838
	Traffic Control Details.		73	756		1	4		6					11	\$1,813		\$1,813
	Drainage Area Map and Calculations.		73	740			16		24	8				48	\$7,632		\$7,632
	Cross Sections.		73	758		2	10		24	40				76	\$11,840		\$11,840
B.	Submit two (2) half-size sets of office check plans to the City for review and comment. In addition, submit a copy of the office check plans to the City and KDOT in electronic format.		73	780		1				4				5	\$835	\$250	\$1,085
C.	Prepare a revised cost estimate.		73	732		4		2	2	4				12	\$2,096		\$2,096
D.	Revise plans as per City and KDOT plan review comments.		73	780		4	16	16	40	40				116	\$18,380		\$18,380
E.	Conduct a utility coordination meeting (virtual)		73	770		4	4	3	4					15	\$2,707		\$2,707
F.	Client communication and coordination.		73	784		16	4	2	2	2				26	\$5,154		\$5,154
G.	Provide Quality Assurance and Quality Control.		73	784	4	8	4							16	\$3,408		\$3,408
	Task 6 Subtotal				5	55	183	23	224	336				826	\$135,300	\$250	\$135,550

Task No.	Attachment A Scope of Services 98th Street Part Deux (Kansas Avenue south for Approx 5,000') Edwardsville, KS Prepared By: BHC RHODES (June 2023)		Phase	Task	Labor (Hours) / Average Rates							Labor		Reimbursable Expenses	Total Task Fee
					Public Works					Surveying					
					Prin. Prog. Man.	Project Manager	Sr. Proj/Traffic Eng.	Project Eng.	Design Eng.	Sr. Eng. Tech.	Proj. Surveyor	Crew Chief	Crew Member		
	SCHEDULE: Design is intended to be completed for a 2025/2026 letting by KDOT.				\$225	\$215	\$197	\$173	\$135	\$155	\$170	\$135	\$105		
7.	Final/PS&E/Bid Plans														
	A. Prepare the following final plan sheets.														
		Title Sheet.	73	730		1	1						2	\$412	\$412
		General Notes and Legend.	73	730		1		1	1				3	\$505	\$505
		Quantities.	73	732		2	4		6				12	\$2,028	\$2,028
		General Layout and Survey Data Sheet.	73	730		1			1				2	\$370	\$370
		Typical Sections.	73	734			1		2				3	\$507	\$507
		Plan & Profiles.	73	736		1	8		16	24			49	\$7,671	\$7,671
		Intersection Details.	73	738		2	4		16	16			38	\$5,858	\$5,858
		<i>[intentionally left blank]</i>	73	738										\$0	\$0
		Roadway Details.	73	744					4				4	\$620	\$620
		Storm Sewer Profiles & Details.	73	740			8		8	16			32	\$5,136	\$5,136
		Culvert Plan, Profile & Details	73	740	1	1	16		16	24			58	\$9,472	\$9,472
		Erosion Control Plan & Details.	73	748				4	2				6	\$850	\$850
		Pavement Marking and Signing Plan & Details.	73	754			8		8	4			20	\$3,276	\$3,276
		Construction Phasing Plan.	73	756		2			12	4			18	\$2,670	\$2,670
		Traffic Control Details.	73	756		1	4		4				9	\$1,543	\$1,543
		Drainage Area Map and Calculations.	73	740	1		4		8				13	\$2,093	\$2,093
		Cross Sections.	73	758		2	16		16	20			54	\$8,842	\$8,842
		B. Submit two (2) half-size sets of final plans to the City for review and comment. In addition, submit a copy of the final plans to the City and KDOT in electronic format.	73	780		2			4	4			10	\$1,590	\$250 \$1,840
		C. Prepare a final cost estimate.	73	732		4	2		4	4			14	\$2,414	\$2,414
		D. Revise plans as per City and KDOT plan review comments.	73	780		12	8		16	16			52	\$8,796	\$8,796
		E. Conduct a utility coordination meeting. (virtual)	73	770		4	2		4				10	\$1,794	\$1,794
		F. Finalize KDOT ROW (1306) and Utility (1304) clearance forms.	73	786		4			4				8	\$1,400	\$1,400
		G. Client communication and coordination.	73	784	2	24	4			2			32	\$6,708	\$50 \$6,758
		H. Provide Quality Assurance and Quality Control.	73	784	4	8	4						16	\$3,408	\$3,408
		Task 7 Subtotal			8	72	94		147	144			465	\$77,963	\$300 \$78,263

Task No.	Attachment A Scope of Services 98th Street Part Deux (Kansas Avenue south for Approx 5,000') Edwardsville, KS Prepared By: BHC RHODES (June 2023)	Phase	Task	Labor (Hours) / Average Rates									Labor		Reimbursable Expenses	Total Task Fee
				Public Works					Surveying							
				Prin. Prog. Man.	Project Manager	Sr. Proj/Traffic Eng.	Project Eng.	Design Eng.	Sr. Eng. Tech.	Proj. Surveyor	Crew Chief	Crew Member	Hours	Cost		
	SCHEDULE: Design is intended to be completed for a 2025/2026 letting by KDOT.			\$225	\$215	\$197	\$173	\$135	\$155	\$170	\$135	\$105				
8.	Construction Administration															
A.	Provide technical assistance during construction. Technical assistance includes but is not limited to answering questions during the bidding process and/or during construction, reviewing shop drawings and catalog cuts, attending a preconstruction meeting if requested by the Project Manager.	74	790	4	48	24		24	16				116	\$21,668	\$350	\$22,018
	Task 8 Subtotal			4	48	24		24	16				116	\$21,668	\$350	\$22,018
	Project Total			28	289	406	121	715	816	78	84	12	2,549	\$492,215	\$27,300	\$519,515

Additional Services

The services provided for this project are limited to those listed in the Scope of Services. Any additional services will be performed at an hourly rate or a lump sum basis as agreed to prior to initiating the additional service. Additional services may include but are not limited to the following:

1. Retaining Wall Design.
2. Culvert or Bridge Design (other than use of KDOT standard plans).
3. Street Lighting Electrical Details (beyond use of previous project details).
4. Traffic signal design
5. Provide field stakes at each property to delineate the temporary and permanent easements and the right-of-way.

6. Additional Permitting (i.e. USACE 404, FEMA) beyond KDOT's environmental clearance, land disturbance, and Corps' NWP submittals. The NOI (with KHS and KDWPT Endangered Species documentation) IS included in scope of services.
7. Stormwater Pollution Prevention Plan (SWPPP); KDOT or Contractor will prepare a Stormwater Pollution Prevention Plan (SWPPP).

8. Any survey of new utility locations (horizontal and vertical).

9. Utility Design.

10. Waterline Design.
11. Environmental Studies / Reports / Mitigation.
12. Construction Staking.
13. Inspection - Construction Observation & Documentation.
14. Testing Services.

Attachment B
Fee Schedule
Design of Improvements for 98th Street Part 2 Project

BASIC SERVICES

The Client shall compensate the Consultant for the performance of professional services described in the Scope of Services per the following:

The City will reimburse the Consultant for the provision of professional services described in the Scope of Services on the basis of time and expense with a total amount of compensation not to exceed **\$519,515.00** for the Scope of Services listed in Attachment A.

All work performed will be charged at the rates listed below. Any additional work or additional reimbursable expenses incurred for work beyond the stated scope of services will be charged to the Client in accordance with the following schedules.

Hourly Rate Schedule

Title	Rate
Principal/Program Manager/Project Advisor	\$225.00
Project Manager	215.00
Sr. Project Engineer	197.00
Project Engineer	173.00
Design/Staff Engineer	135.00
Senior Eng. Technician	155.00
Engineering Technician	125.00
Technician	105.00
Clerical	75.00
Lead Construction Technician	150.00
Construction Technician II	135.00
Construction Technician I	115.00
Sr. Land Surveyor	197.00
Survey Manager	225.00
Project Surveyor	170.00
Sr. Survey Technician	125.00
Survey Technician	105.00
Survey Crew Chief	135.00
Crew Member	105.00

Reimbursable Expenses:

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
A. Passenger Vehicle	Per mile	IRS rate
B. Survey Vehicle	Per mile	\$0.90
C. Project Related Travel		Actual Cost
D. Telephone & Conference Call Service		Actual Cost
E. In House Reproduction	Sq. Ft.	\$0.15
F. Outsourced Reproduction		Actual Cost
G. Freight & Postage		Actual Cost
H. Survey Total Station	Per Hour	\$25.00
I. Survey GPS RTK Receiver	Per Hour	\$35.00
J. Survey Robotic Total Station	Per Hour	\$40.00
K. Trimble SX10 Scanner	Per Hour	\$120.00
L. Other Laser Scanning	Price per Project	
M. Quickview Air HD Camera	Per Hour	\$15.00
N. Camera & Lidar Based UAV	Price per Project	

**TO: MAYOR & CITY COUNCIL
FROM: TIM WHITHAM, FIRE CHIEF
DATE: JULY 24, 2023
SUBJECT: ACQUISITION OF AMBULANCE**

RECOMMENDATION

City Council to consider authorizing the acquisition of a Road Rescue MetroMedic Ambulance for the EMS division of the Edwardsville Fire Department.

FINANCIAL IMPACT

Purchase price of the ambulance is \$274,610. Construction is estimated at 24-30 months. As delivery date is confirmed, staff will put together recommendations for the financing of the unit, to include the total purchase price and installation of the power load and power cot system, and other related equipment.

Funds are on hand that would support the purchase of this vehicle at this time. However, due to the elongated delivery period, staff is not recommending the financing of the vehicle at present. Future action regarding financing will be recommended by staff for Council action at a date closer to the vehicle's delivery. Authorizing the acquisition at this time will incur savings stemming from the increase in cost of materials. It is recommended that a lease-purchase agreement be considered within 60-days of delivery confirmation (expected in no earlier than mid-2025).

BACKGROUND

Staff obtained HGAC pricing from four ambulance manufacturers and determined the best priced, warranted and designed ambulance is the Road Rescue MetroMedic. With the fluctuating costs of loose equipment, power load and power cot system and graphics to outfit the truck, it is strongly recommended to lock the lower purchase price in now and add these items after delivery using localized resources.

In closing, staff recommends authorizing the Fire Chief to initiate the HGAC contract process to enter into a contract with Road Rescue through for the acquisition of a MetroMedic ambulance for the amount of \$ 274,610, with the intent to finance and purchase the necessary loose equipment closer to the time of completion and delivery.

CITY COUNCIL MEETING – JULY 24, 2023

CITY MANAGER REPORT

FIRE DEPARTMENT

- Development Services Clerk Chantal Frierson has assumed the position of City Clerk.
- The leadership team involved in the City Facilities project is scheduled to reconvene Friday, August 11
- Assistant City Manager Zack Daniel provided a presentation to the Bonner Springs-Edwardsville Area Chamber of Commerce regarding the renewal of the Special Sales Tax. Additional informational materials for the renewal will be distributed from now until the November election.
- The next curbside bulky item pickup event is scheduled for Saturday, August 5. A physical mailer will go out with reminders about this event and other City activity.

FIRE DEPARTMENT

- The Department has filled two positions, one with a paramedic student and one with a firefighter/EMT, both of whom are completing their paramedic studies.

POLICE DEPARTMENT

- At publication time, the EPD is preparing to hold the WaterFest event on the City Hall north lawn.

PUBLIC WORKS

- Crews have been doing clean-up at the north Shop.
- Debris cleaned from streets after storm event.
- Routine mowing and weed-eating ongoing.
- Lift station maintenance performed, including the discovery of a downed pump at the Woodend Lift Station. Repairs completed by contracted partners.
- Water sampling conducted per the state MS4 permit.

PARKS & RECREATION

- The July movie screening was cancelled due to weather. Staff is currently planning on rescheduling for July 28.
- The CPPS Board authorized the launch of a Yard-of-the-Month program, which will officially kick off in August.

PROJECT TITLE	PROJECT SCOPE	BUDGET/FUNDING	ACTIVITY TO DATE	UPCOMING ACTIVITY
98th St. - Phase I	Reconstruction of 98th St. from Kansas Ave. to north City limits	Budget: \$10M Funding: Future bond financing. \$4.8M in federal funds combined with \$5.2M local match	- Design work completed - ROW acquired	- Bid letting in Fall 2023 - City Council acceptance of contractor documents - Construction to begin Quarter 1, 2024 - Substantial completion in November 2024
98th St. - Phase II	Reconstruction of 98th St. from Kansas Ave. to south of Swartz Rd.	Budget: \$6.8M Funding: Future bond funding. \$4.1M in federal funds combined with \$2.7M local match	- Reimbursement Resolution 2023-07 for engineering (pending 7/24 Council action) - Professional services agreement w/ BHC approved (pending 7/24 Council action)	- Staff meeting with financial/engineering partners regarding project timeline and bond issuance processes - Expectation of Fall 2025 bid letting, early 2026 construction
Towne Center Connector	Construction/expansion of City sidewalk/trail/shared use paths in south Edwardsville	Budget: \$1.2M Funding: Future bond funding. \$844K in federal funds combined with \$331K local match	- Reimbursement Resolution 2023-03 for professional services adopted - Professional services agreement with BHC approved - Site visit/design meeting with BHC and City staff - Project docs provided to KDOT	- Staff meeting with financial/engineering partners regarding project timeline and bond issuance processes - ROW to be formally donated for certain areas - Bid letting targeted for late fall 2024
KVIP Lift Station	Lift station construction to service the Woodend Rd. TIF District	Budget: \$332K Funding: Project to be paid for through Sewer Fund, reimbursed by TIF revenues (TIF revenue formula factored into FY24 Budget)	- City Council award of bid for the construction - Infrastructure in place - Awaiting delivery of lift station	- Every to finalize power to the site - Expected installation late in Quarter 3, 2023

PROJECT TITLE	PROJECT SCOPE	BUDGET/FUNDING	ACTIVITY TO DATE	UPCOMING ACTIVITY
102nd St. Culvert Replacement	Replacement of deteriorated culvert at the crossing on 102nd St. south of Swartz Rd.	Budget: \$81,259.50 Funding: Use of existing bond funds for drainage projects	- City Council award of bid to Legacy Underground for the project. - Awaiting final contract documents and bonding materials	- Construction expected for first half of August
2nd St./Speaker Rd. 2023 Street Maintenance	Pulverizing in place of sections of Speaker and 2nd St.	Budget: \$101,625 Funding: Funding through Special Street Fund	- City Council award of bid to McAnany Construction - Awaiting final contract documents	- Construction expected for first half of August, to last two weeks
Richland Ave. - Phase I	Stormwater improvements ahead of more complete street reconstruction	Budget: \$TBD Funding: Funding for this project eligible for existing bond funds for drainage projects	- City Council updated on potential scope of Richland project - BHC engaged to develop proposal for professional services	- BHC to draft single contract encompassing both phases of project, including preliminary cost estimates
Richland Ave. - Phase II	Reconstruction of Richland Ave.	Budget: \$500K - \$2M depending on scope Funding: TBD	See above	- Final project scope needs discussion and direction from City Council
Kansas Ave. maintenance	Reconstruction/repairs of Kansas Ave., west of 110th St.	Budget: \$230K estimate for right of way clearing and utility relocations Funding: TBD	- City Council updated on potential scope of project - Awaiting utility relocation	- No action pending at the moment
111 S. 4th St. Demo	Demolition of City-owned property	Budget: \$19,500 Funding: General Fund	- City Council award of contract to High Point grading - Awaiting final licensure and documents from contractor	- Project can commence as soon as business license and bond materials finalized
Wyandotte County Quiet Zone	Wyandotte County/Union Pacific Railroad Quiet Zone project	Budget: n/a Funding: Street/draining improvements from project funds	- All work completed, awaiting final walkthrough by County, RR, City officials	- Awaiting results and final authorization from RR - City to be billed by UG for its portion of the work, less approximately \$40K

PROJECT TITLE	PROJECT SCOPE	BUDGET/FUNDING	ACTIVITY TO DATE	UPCOMING ACTIVITY
Towne Center Public Safety/Admin facilities	Reconstruction of City facilities in central Edwardsville	Budget: TBD Funding: Funding through future bond issuance	<ul style="list-style-type: none"> - Construction management team hired - Facility walkthroughs completed - Additional goal setting and project scoping pending 	- Project team to reconvene Friday, August 11