

EL DORADO CITY COMMISSION – REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
May 4, 2020 – 6:30 PM

Meeting Streams Live at <http://eldoks.com/135/City-Commission/#CommissionVideo>

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance

Proclamations and Recognition

5. [Poppy Proclamation](#)
6. [Public Service Recognition Week Proclamation](#)

7. Personal Appearances. In an effort to comply with Governor Kelly’s Executive Order No. 20-14, temporarily prohibiting mass gatherings of ten or more people to limit the spread of COVID-19, the City will temporarily suspend the opportunity for the public to request personal appearances before the City Commission. Organizations or individuals with information for the City Commission are encouraged to contact City Clerk Tabitha Sharp at (316) 321-9100 for instructions on alternative ways of communicating with the City Commission.

8. Public Comments. In an effort to comply with Governor Kelly’s Executive Order No. 20-14, temporarily prohibiting mass gatherings of ten or more people to limit the spread of COVID-19, the City will temporarily suspend the opportunity for the public comments during City Commission meetings. Citizens with information for the City Commission are encouraged to contact City Clerk Tabitha Sharp at (316) 321-9100 for instructions on alternative ways of communicating with the City Commission.

Consent Agenda (*Consent agenda items will be acted on by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.*)

9. [Approval of City Commission Minutes from April 20, 2020](#)
10. [Approval of a Cereal Malt Beverage license for Prairie Trails Golf Course](#)

Old Business

11. None

New Business

12. [I-35/K-254/Boyer Road Conceptual Study Agreement](#)
13. [Professional Services Agreement with Bajillion Agency for Community Branding Services](#)
14. [Prairie Trails Golf Course Rates](#)

Items for Discussion

15. [COVID-19 Update](#)
16. [Temporary Suspension of Work Sessions](#)

17. Sponsorships and Advertising on Municipal Assets

Reports

18. City Commission and Advisory Board Updates

19. City Manager

Executive Session

20. None

Adjournment

21. Motion to adjourn the May 4, 2020 regular meeting

PROCLAMATION

WHEREAS, the American Legion Auxiliary adopted the poppy as its memorial flower which pays tribute to the war dead, and aids the living veterans and their families; and

WHEREAS, the poppy as a memorial for the American war dead is a tradition which began in the years following the First World War; and

WHEREAS, the contributions are used solely for children and youth and Veterans Affairs and Rehabilitation in our local community;

NOW THEREFORE, I, Bill Young, Mayor of the City of El Dorado, do hereby proclaim the month of May, 2020 as;

POPPY MONTH

in the City of El Dorado, Kansas, as an expression of gratitude to the men and women of this country who have risked their lives in defense of the freedoms which we continue to enjoy as American Citizens.

IN WITNESS THEREOF, I have hereto set my hand and caused the Official Seal of the City of El Dorado, Kansas, to be affixed this 4th day of May 2020.

Bill Young, Mayor

ATTEST:

Tabitha Sharp, City Clerk

PROCLAMATION

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working;

WHEREAS, public employees take not only jobs, but oaths;

WHEREAS, many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world;

WHEREAS, public servants include local, state and federal government employees, teachers, health professionals and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

NOW, THEREFORE, I, the Mayor of the City of El Dorado, Kansas, do hereby announce and proclaim to all citizens and set seal hereto, that the week of May 3rd through 9th, 2020 is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

IN WITNESS THEREOF, I have hereto set my hand and caused the Official Seal of the City of El Dorado, Kansas to be affixed the 4th day of May, 2020.

Bill Young, Mayor

SEAL

Tabitha Sharp, City Clerk

EL DORADO CITY COMMISSION MEETING

April 20, 2020

The El Dorado City Commission met in a regular session on April 20, 2020 at 6:30 p.m. in the Commission Room with the following present: Mayor Bill Young, Commissioner Matt Guthrie, Commissioner Gregg Lewis, Commissioner Nick Badwey, Commissioner Kendra Wilkinson, City Manager David Dillner, City Attorney Ashlyn Lindskog, City Engineer Scott Rickard and City Clerk Tabitha Sharp.

VISITORS

Mitch Walter

Gillmore Bell P.C.

Wichita, KS

CALL TO ORDER

Mayor Bill Young called the April 20, 2020 meeting to order.

INVOCATION

Commissioner Kendra Wilkinson opened the meeting with an invocation.

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PROCLAMATIONS AND RECOGNITION

Mayor Bill Young read a proclamation declaring Arbor Day in El Dorado.

PUBLIC COMMENT

During the COVID 19 pandemic, the City of El Dorado is temporarily suspending the opportunity for public comments during meetings. Citizens with information for the City Commission are encouraged to contact the City Clerk.

City Manager David Dillner read a letter the City Commission received from the Oil Museum thanking them for the excess sales tax funds for the museum sign replacement.

CONSENT AGENDA

Approval of the City Commission minutes from April 6, 2020.

Approval of Appropriation Ordinance NO. 03-20 in the amount of \$1,989,954.06.

Commissioner Nick Badwey moved to approve the consent agenda as presented.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

SET A PUBLIC HEARING FOR PROPOSED ORSCHELN TIF DISTRICT

City manager David Dillner stated that Orscheln Farm and Home Supply has requested the City authorize use of tax increment financing (TIF) to reimburse the company for eligible public infrastructure expenses related to the construction of their new facility. A public hearing must be set and applicable taxing authorities notified.

Mitch Walter, Gilmore Bell P.C., stated that the public hearing would be set for the first meeting in June due to notification and publication requirements.

Commissioner Kendra Wilkinson moved to approve Resolution No. 2904, a Resolution calling and providing for notice of public hearing on the advisability of creating the Orscheln Redevelopment District in the City of El Dorado, Kansas, pursuant to K.S.A. 12-1779 et seq.

Commissioner Nick Badwey seconded the motion.

Motion carried 5 – 0.

ITEMS FOR DISCUSSION

Strategic Operational Plan During COVID-19 Emergency

City Manager David Dillner reviewed a presentation on the economic impact of COVID-19 and the plan for the City of El Dorado to work through the pandemic and probable economic crisis.

Mayor Bill Young asked how the utility funds were doing.

City Manager Dillner stated that the timing of the stay home order, we have not yet seen a decrease in utility revenues, but we do expect a decrease as citizens have to make a decision between paying a utility bill and paying something else while they cannot be shut off under the Governor's orders. He stated that staff will return with a presentation on that at a future meeting.

Excess Sales Tax Projects

City Manager David Dillner stated that in addition to the previous items, staff are proposing delaying the excess sales tax projects in order to save the cash in case it is needed in the near future. He stated that the city projects total about \$113,000, and if the other projects are added in, it totals approximately \$220,000.

City Clerk Tabitha Sharp stated that the city projects include the Senior Center Parking Lot, East Park Concessions/Restroom and Graham Park Shelter.

Commissioner Kendra Wilkinson confirmed that he was only talking about deferring.

EL DORADO CITY COMMISSION MEETING

April 20, 2020

City Manager Dillner stated that if the funds aren't needed, they will be spent as stated. If they are needed, he would return to discuss it with them.

Commissioner Nick Badwey stated it made good sense to defer these projects for now.

Mayor Bill Young stated that if things get better, he would like to see the projects move forward.

The Commission agreed to defer the city projects until later.

Prairie Trails Golf Course Options

City Attorney Ashlyn Lindskog stated that they are able to go forward with the options on the golf course, but all conversations on the contract discussions should happen in Executive Session.

City Manager David Dillner stated that he provided the Commission with four options for the operation of the golf course. He stated that the first would be as an 18-hole course with a transfer of approximately \$131,000 per year. The second option would be a 9-hole course with a transfer of \$161,000. Third, they could contract with GreatLife to manage the course and provide a transfer of \$125,000 per year. Finally they could close the course and market it for sale.

City Attorney Ashlyn Lindskog stated that further discussion regarding the legal issues would need to be held in executive session.

REPORTS

CITY COMMISSION

Commissioner Nick Badwey stated that the library director has planned to continue as they are doing until May 3rd. May 4th-8th, staff will go into the library to do some training and cleaning. After that, they will either reopen or resume curbside pickup.

Commissioner Matt Guthrie stated that he took part in the call with our local representatives, and they did not have a lot of answers at the time.

CITY MANAGER

City Manager David Dillner stated that he did not have anything further to report.

EXECUTIVE SESSION

Commissioner Nick Badwey moved to recess into executive session pursuant to the attorney-client exception under K.S.A. 75-4319(b)(2) for the purposes of discussing ongoing legal issues and to reconvene the meeting at 8:00 p.m. in the City Commission Room.

EL DORADO CITY COMMISSION MEETING

April 20, 2020

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

Mayor Bill Young called the meeting back to order at 8:00 p.m.

Mayor Young reviewed the options that were given regarding the golf course issue.

Commissioner Matt Guthrie stated that he had spoken to citizens in El Dorado and they did not want to see it close. He voted to take it back over and market it for sale while managing it this summer.

Commissioner Gregg Lewis stated that he felt it should come back to the City.

Commissioner Kendra Wilkinson stated that she also felt that it should be taken back by the City.

Commissioner Nick Badwey stated that he felt it was important that the City has a golf course and was in favor of it coming back to the City.

Mayor Bill Young stated that he felt this gives the City an opportunity to run it again and put it back on the market.

Commissioner Nick Badwey moved to allow the City Manager the authority to oversee the transition of operating the Prairie Trails Golf Course from GreatLife to the City of El Dorado.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

ADJOURNMENT

Commissioner Nick Badwey moved to adjourn the meeting at 8:05 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

2018 Commission Priorities

Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: Scott Rickard
SUBJ: KTA/KDOT Study
DATE: April 20, 2020

Background:

Over the last few years the City of El Dorado has been in discussions with the KTA and KDOT at studying the future of I-35, K-254, K-196, and Boyer Rd. These discussions have revolved around El Dorado's proactive approach to Economic Development and being prepared to deliver conceptual designs and answers to prospective prospects. KTA and KDOT are and have been willing partners with the City of El Dorado in helping to grow our economy and drive development. In October of 2019 requests for qualifications were sent out to engineering firms and interviews were conducted with interested firms. A review committee consisting of the Program Manager for KTA, the Transportation Planning Bureau Chief for KDOT, and myself, selected TranSystem as the firm to begin negotiations on scoping of the work. Attached you will find TranSytem's presentation submitted at the interview.

Attached you will find the scope of work proposed by TranSystem, along with the anticipated fee's. The not to exceed cost of the study is \$366,601, of which KTA and KDOT have requested that the City contribute \$50,000

Policy Issue:

That the City Commission authorize the City Manager to enter into an agreement with that Kansas Department of Transportation, and the Kansas Turnpike Association.

Fiscal Impact:

The City's contribution to the study will be \$50,000. The Economic Development fund will cover the cost associated with the study and currently has a sufficient balance.

Staff Recommendation:

Proceed with the Study

Commission Actions:

Commissioner _____ moved to authorize the City Manager to enter into an agreement with the Kansas Department of Transportation, and the Kansas Turnpike Association for studying the I-35, K-254, and K-196 interchange.

Commissioner _____ seconded the motion.

AGREEMENT

This Agreement is between the **Kansas Turnpike Authority** (“KTA”), **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”), and the **City of El Dorado, Kansas** (“City”) collectively, the “Parties.”

RECITALS:

- A. KTA, the Secretary, and City desire to retain a consultant to develop a preliminary concept design for a system to system interchange, providing more direct access between I-35, K-254, and K-196 near the existing Kansas Turnpike (I-35) El Dorado Interchange (Exit 71) in Butler County.
- B. The Parties desire to enter into this Agreement to outline the Parties’ responsibilities for the consultant procurement to complete the evaluation.
- C. KTA, the Secretary, and City are empowered by the laws of Kansas including but not limited to KSA 68-169, KSA 12-2908 and KSA 68-2004 to enter into agreements for maximum coordination in the planning, development, and operation of the highway systems in the state of Kansas.
- D. Further, KTA and the Secretary are empowered by the laws of Kansas to contract with each other to provide personnel, equipment and other resources, either of KDOT, KTA, consulting, or contracting firms.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations in this Agreement, the Parties agree as follows:

1. PARTY RESPONSIBILITIES:

A. KTA:

(1) Hiring of Consultant; Deliverables.

In consultation with the Secretary and City, KTA will retain a consultant to:

- (a) Develop preliminary horizontal and vertical layouts for system to system interchange, including consideration for potential interim improvements, develop conceptual right of way footprint, perform traffic projections, estimate probable construction costs and facilitate stakeholder communication.
- (b) KTA will procure the consultant in accordance with KTA’s procurement policies.

The estimated cost of the consultant's fee for services associated with the evaluation is a cost-plus amount not to exceed \$366,601; if the total actual costs exceed the stated not to exceed amount, KTA shall obtain the Secretary's and City's concurrence prior to awarding the contract or any change order acceptance.

(2) Cost-Sharing.

KTA agrees to be responsible for one-half (1/2) of the consultant's fee, less the \$ 50,000 allocation to the City, for services associated with the evaluation.

KTA will also contribute services to the Parties, to include, but not limited to: personnel services, clerical resources, and contract administration (pre-award, compliance, and post-award), for which the Parties have determined, it would not be cost-effective to quantify or itemize.

B. Secretary:

(1) Cost-Sharing.

The Secretary agrees to be responsible for one-half (1/2) of the consultant's fee, less the \$ 50,000 allocation to the City of the consultant's fee for services associated with the evaluation.

(2) Reimbursement Payments. The Secretary will reimburse the KTA at the conclusion of the study and after receipt of final billing from the KTA.

C. City:

(1) Cost-Sharing.

The City agrees to be responsible for \$ 50,000 of the consultant's fee for services associated with the evaluation.

(2) Reimbursement Payments. The City will reimburse the KTA at the conclusion of the study and after receipt of final billing from the KTA.

2. **INDEPENDENT CONTRACTOR.** The Parties, in the performance of this Agreement, will be acting in their capacities as individual agencies, and not as agents, employees, partners in a joint venture, or as associates of one another. The employees or agents of one party shall not be named or construed to be employees of the other party for any purpose whatsoever.

3. **MODIFICATION.** This Agreement may only be amended, altered, or modified by an instrument in writing duly executed by the Parties.

4. **HEADINGS.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction of the provisions herein.
5. **BINDING AGREEMENT.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding on upon the Secretary, City, and KTA and their successors in office.
6. **NO THIRD PARTY BENEFICIARIES.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
7. **NOTIFICATIONS.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

KTA: Kansas Turnpike Authority
Attn: David Jacobson
3939 SW Topeka Blvd.
Topeka, Kansas 66609

KDOT: Kansas Department of Transportation
Attn: Michael Moriarty
700 SW Harrison Street
Topeka, Kansas 66603-3745

City: City of El Dorado
City Manager's Office
Attn:
STREET ADDRESS
El Dorado, Kansas 67042

8. **CASH BASIS AND BUDGET LAW.** The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and K.S.A. 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the parties shall at all times stay in conformity with such laws, and as a condition of this Agreement the parties reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

9. **ANTI-DISCRIMINATION.** All parties, and any contractors hired thereby, agree: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase “equal opportunity employer;” (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County,

10. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument.

The signature pages immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers.

KANSAS DEPARTMENT OF TRANSPORTATION
Secretary of Transportation

By:_____

Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

CITY OF EL DORADO, KANSAS

By:_____

----- (Date)
“Title”

KANSAS TURNPIKE AUTHORITY

By:_____

David Jacobson, P.E. (Date)
Director of Engineering

Task		TranSystems									PEC									TranSystems Labor	PEC Labor	Supplies	Travel	Task Total (including overhead and fee)
		Principal in Charge	Senior Engineer	Senior Engineer	Lead Bridge Engineer	Lead Roadway Designer	Roadway Designer	Traffic Engineer	Roadway Designer	Design Technician	Project Manager	Senior Engineer	Project Engineer	Design Technician	Survey Manager	Land Surveyor	Design Technician	Party Chier	Survey Assistant					
1.0	Project Management	26	0	16	0	8	0	0	20	0	0	0	0	0	0	0	0	0	0	\$5,768	\$0	\$ -	\$ -	\$16,538
	One-on-One Meetings	16		16		8			20											\$4,412			\$ 350.00	\$13,002
	Presentations	10																		\$1,355			\$ 150.00	\$4,036
	Study Content	56	114	278	150	104	230	120	280	10	26	68	150	38	28	8	84	48	64	\$79,149	\$18,942	\$ 16,471	\$ 500	\$302,042
	Data Collection					10									28	8	84	48	64	\$593	\$7,252	\$ 1,471		\$25,422
	Traffic Analysis		90	150				120	100	10										\$27,834	\$0	\$ 15,000		\$94,812
	Existing Study Review	4		8																\$1,145	\$0			\$3,282
	Existing Condiition Inventory	4		4																\$843	\$0			\$2,418
	Concept Development	24	24	100		50	100		100											\$23,003	\$0		\$ 500	\$66,458
2.0	Hydrology and Hydraulics										4	56	30	4						\$0	\$4,060			\$12,457
	Bridge Analysis				150		50													\$13,187	\$0			\$37,814
	Probable Construction Cost Estimates	16		16		24	40		40											\$7,535	\$0			\$21,606
	Probable Right of Way Acquisition Needs	8				20	40		40											\$5,009	\$0			\$14,362
	Utility Coordination										4		32	18						\$0	\$2,110			\$6,474
	Environmental Scan										12	12	60	14						\$0	\$4,030			\$12,365
	West Industrial Park Review										6		28	2						\$0	\$1,490			\$4,572
	Report Development	36	0	60	0	60	30	0	15	15	4	4	24	0	0	0	0	0	0	\$15,104	\$1,340	\$ -	\$ 100	\$47,521
3.0	Draft Report	20		40		40	20		10	10	4	4	24							\$9,527	\$1,340		\$ 100	\$31,531
	Final Report	16		20		20	10		5	5										\$5,577	\$0			\$15,991
Overall Total		118	114	354	150	172	260	120	315	25	30	72	174	38	28	8	84	48	64	\$100,021	\$20,282	\$16,471	\$ 1,100	\$366,601
Overhead (149.34%, 166.80%)																				\$149,371	\$33,830.38			
Fixed Fee (15%)																				\$37,408.81	\$8,116.86			
Total Project Cost																				\$286,801	\$62,229	\$16,471	\$ 1,100	\$366,601

KTA Contract No. 754I
I-35/K-254/K-196 Interchange Concept Study
Scope of Services
March 17, 2020

Final Deliverables

The final deliverables of this project will be developed with input from the Kansas Turnpike Authority (KTA) herein known as “CLIENT”, Kansas Department of Transportation (KDOT) and the City of El Dorado. Final deliverables will include the following:

- A final report outlining the findings, projections and recommendations from the design team;
- An Executive Summary summarizing study recommendations, the Executive Summary will also act as a marketing document to help demonstrate what options are possible for future industry’s looking to relocate into the West Industrial Park;
- Drawings on aerial mapping illustrating the existing right of way, estimated future right of way needs and proposed future lane configurations; in addition, existing utilities and ownership will be researched from city/county GIS and readily available records and shown on the aerial mapping;
- Develop suggested construction phasing projects based on projected future developments and projected traffic forecasts;
- All documents will be completed in Microsoft Office program (Word, Excel, Access, and PowerPoint) and Adobe Portable Document Format (PDF) electronic formats to allow easy editing or review of the documents.

All reports shall be produced with associated text, graphics, tables, maps and figures and is anticipated to be completed in 11 x 17 inch landscape format.

Project Tasks

The study will be conducted in in four phases, which are listed below with a brief description of each phase.

Phase 100 – Project Management	Keeping project goals, schedule and budget
Phase 200 – Study Content	Data Collection and Alternative Development
Phase 300 – Public Involvement	Public Engagement
Phase 400 – Report Development	Draft and Final Report with Executive Summary

Phase 100 – Project Management

- Develop and maintain a schedule with milestones, which identifies the different tasks associated with the project with a project completion by **January 22, 2021**. Milestone dates would include the following:
 - Notice to Proceed April 3, 2020
 - Study Content complete by September 25, 2020
 - Public Involvement complete by November 20, 2020
 - Final Report complete by January 22, 2021
- Review existing information to help generate proposed traffic projections along I-35, K-254, K-196 and the City of El Dorado West Industrial Park, those studies could include the following resources:
 - City of El Dorado West Industrial Park Master Plan Study
 - KTA’s Current Long Term Needs Study

- KTA's "Draft" Driving Change 2025 Strategic Plan
- KDOT's Long Range Transportation Plan
- Coordinate with Wilson & Co on KDOT's K-254 Corridor Study
- Discuss future projections of freight rail with the UPRR Economic Develop for their spur line within the project limits.
- City of El Dorado's Comprehensive Plan
- We have assumed ten (10) one-on-one meetings; these could include governing bodies, UPRR, BG Products, Circle School District, Butler County, property owners, K-254 Coalition, developers or other individuals as necessary for the study
- We have assumed three (3) presentations one each for KTA's Board of Directors, City of El Dorado and Butler County

Phase 200 – Study Content

Task 100 – Data Collection

- *Existing Roadway Plans* – CLIENT will provide copies of existing roadway plans within the study area.
- *Development Plans* – CLIENT will provide copies of plats for any developments within the corridor that are planned or under development. Any available information about potential projects not yet approved or submitted will also be helpful.
- *Utility Information* – CLIENT will provide copies of any utility information readily available for the corridor, including waterline, storm sewer and sanitary sewer plans and contact information for utility companies in the corridor.
- *City of El Dorado to investigate LiDar recently completed by Department of Agriculture and provide us any LiDar that is available.*
- *Survey Collection* – The map below indicates the area to be flown by drone to pick up the aerial mapping for the interchange. Our survey scope shall include the following items:
 - Set four (4) primary geodetic control points [NAD83(2011)] within limits of study.
 - Provide a scale factor (CAF) for grid-to-ground conversion.
 - Establish NAVD88 vertical control point.
 - Set ground control targets as required for the use of aerial image acquisition by Unmanned Aircraft Systems (UAS).
 - Provide digital color ortho-rectified imagery of the limits of the study. Deliverable will be RGB TIF and ECW files tiled. Resolution will be less than two (2) cm/pixel.
 - Provide Digital Elevation Model (DEM) suitable for one-foot contour interval topographic mapping. Areas of mapping within the Right of Way to be tightly mowed by CLIENT to insure vegetation does not affect the



elevation data of the DEM. Accuracy may be reduced in areas inside and outside Right of Way that are not tightly mowed or cleared of vegetation.

- Acquire property parcel data as provided on Butler County GIS mapping and incorporate into concept drawings to depict approximate existing right of way boundaries within the project area.

Task 110 – Traffic Analysis

- Existing traffic counts would include the following:
 - Twelve (12) months of toll data for network, interpolate mainline, develop seasonal factors.
 - Conduct 24 hour counts along mainline I-35, K-254, K-196 which would include class data.
 - Conduct 24 hour counts along I-35 Ramps (including class data)
 - Conduct peak hour turning movement counts at the following intersections:
 - K-254 and Boyer Road
 - K-254 and School Road
 - K-254 and Simpson Road
 - K-254 and Village Road
 - K-196 and Eastbound K-254 Ramps
 - K-196 and Westbound K-254 Ramps
 - Boyer Road and KTA Connector
 - K-196 and W. Central Avenue
 - K-196 and NW Parallel Road
 - W Central Avenue and N Industrial Road
 - N Industrial Road and NW Parallel Road
 - NW Parallel Road and 6th Avenue
- Obtain Origin-Destination (OD) data from Streetlight to determine current traffic patterns.
- Traffic Forecasting
 - Develop anticipated growth with existing traffic patterns using the following factors:
 - City of El Dorado (to east) – correlate K-254 growth with city historical growth, growth based on future development forecasts for city
 - I-35 – growth based on historical data and KTA forecasts, also review WAMPO's Travel Demand Model projections on the east end of the model limits.
 - K-254 – KDOT Study being completed by Wilson & Co. regarding K-254
 - K-196 – growth based on historical data
 - Develop the anticipated growth associated with the proposed development using the following factors:
 - West Industrial Park – develop trip generation using ITE Trip Generation Rates and other similar lane uses
 - Surrounding Area – additional development related to the West Industrial Park such as hotels, restaurants, gas stations, etc. develop trip generation using ITE Trip Generation Rates and other similar lane uses
 - Consider market area for West Industrial Park – scenario one, Park primarily serves El Dorado; scenario two, Park is hub between Kansas City and Wichita; develop trip generation using ITE Trip Generation Rates and other similar lane uses
 - Operational Analysis
 - Iterative with concept development

- Develop VISSIM models –Most effective tool due to truck volumes, and great tool for public involvement. Also, most appropriate to analyze weave issues with K-196 interchange, proposed ramps and Boyer interchange.
- Use OD matrix to coordinate between various concepts
 - Determine the impact of the improvements at Exit 52 and associated volume removed from Exit 71
 - Develop accident data/analysis for the interchange
 - Develop guide sign concepts

Task 120 – Existing Study Review

- Review the above noted study reports, plans, capital improvement and project funding documents related to the project.
- Prepare a summary memorandum.

Task 130 – Existing Condition Inventory

- Gather and review information and data necessary to develop an inventory of existing conditions.
- Prepare an inventory of existing conditions within the project limits. This will include, but not be limited to:
 - Land uses
 - Demographics
 - Utility infrastructure
 - Transportation infrastructure
 - Traffic generators
 - Existing traffic volumes and patterns
 - Environmental conditions
- Prepare a memorandum on existing conditions including narrative summaries and supporting graphics, tables and maps.
- Provide information in appropriate tabular, graphic and map formats suitable for use in project documents. Electronic source files will be provided.

Task 140 – Concept Development

- Develop Low, Medium and High development improvements
 - Review HNTB's 2016 concept
 - Look at three (3) scenarios: interim, accelerated and ultimate
 - Up to two (2) concepts will be developed for each scenario, interim, accelerated and ultimate
- Phase improvements
 - Consider what size of development could trigger interchange concepts (interim and ultimate)
- Bridge concept designs including a construction layout sheet for each bridge
- Maintenance of traffic (MOT)
 - Interim, accelerated and ultimate concepts

Task 150 – Hydrology and Hydraulic Analysis

- Review the most current City of El Dorado (Butler County) FEMA Flood Insurance Study within the PROJECT area.
- Review work previously completed by PEC in 2009 associated with the RCB's constructed at 6th Street and Boyer Street located downstream of the PROJECT. Detailed hydrologic and

hydraulic calculations were performed for each drainage structure; the RCB under Boyer Road crosses an unnamed tributary, the RCB under 6th Street crosses Constant Creek.

- Identify drainage basin boundaries and waterways within the PROJECT area.
- Establish design criteria for evaluating the hydraulic capacities of existing and proposed drainage structures regarding roadway overtopping frequencies.
- Summarize anticipated permitting requirements, and agencies that will need to be contacted, and addressing the anticipated time required to receive applicable permits.

Task 160 – Bridge Analysis

- Rehab existing bridge (interim and ultimate concepts)
- Build new bridge (interim and ultimate concept)
- Modify or replace K-254 Bridges (interim and ultimate concept)

Task 170 – Probable Construction Cost Estimates

- Develop planning level probable construction costs for the Interim Concepts (up to two)
- Develop planning level probable construction costs for the Accelerated Concepts (up to two)
- Develop planning level probable construction costs for the Ultimate Concepts (up to two)

Task 180 – Probable Right of Way Acquisition Needs

- After the preferred ultimate and interim concepts are selected, develop right of way plans and quantities so each agency can identify the amount of potential right of way needed for each concept.

Task 190 – Utility Coordination

- These existing and proposed utilities will be shown on the aerial in their approximate locations as provided by the utility company; no topographic survey of their existing facilities is included in this scope.

Task 200 – Environmental Scan

- Collect readily available data to identify potential environmental impacts of the project concept alternatives including right-of-way, residential and non-residential displacements, socioeconomic and environmental justice, farmland, wetland/tributary, water quality, floodplain, air quality, noise, historical and archaeological resources, parkland and public lands, threatened and endangered species, and hazardous waste. Impacts will be located geographically, quantified to the extent practical, and provided in appropriate tabular and map formats.
- Given the potential of existing oil pipelines and oil wells, a review of these locations will be mapped to determine potential impacts to the proposed concepts.
- Provide a summary memorandum of the potential project environmental impacts, anticipated permits or mitigation measures, and outline of the process for obtaining NEPA environmental clearances.

Task 210 – West Industrial Park Review

- Review impacts to utility sections of the West Industrial Park Master Plan and provide updated sections as appropriate. The utilities sections will include sanitary sewer, potable water, natural gas, electric power and telecommunications services.
- Review impacts to transportation sections of the West Industrial Park Master Plan and provide updated sections as appropriate. The transportation sections include all impacted roadways and railroad spur locations.

- Provide coordination with franchise utilities, specifically Southern Star Central and NuStar pipelines to determine minimum clearances and outline encroachment agreement criteria within the PROJECT area.

Phase 400 – Report Development

- Develop a Draft Report summarizing the analysis, methodology and recommendations from our Study Content Phase, an electronic copy and six (6) bound hard copies of the Draft Report including an Executive Summary will be delivered to the CLIENT.
- After receiving comments from the CLIENT's on the Draft Report, a Final Report summarizing the analysis, methodology and recommendations from our Study Content Phase, an electronic copy and six (6) bound hard copies of the Final Report including an Executive Summary will be delivered to the CLIENT.
- It is anticipated that the Executive Summary can act as both a summarization of the Final Report and as a marketing tool to help market the West Industrial Park to future industries showing what can potentially be developed, including the phasing in which to construct the improvements as well as show the potential right of way needs, environmental impacts and interchange configurations.

Assumptions

- No toll booth will be a part of this concept
- Gantry tolling will be considered with each concept
- No Access Modification Report is included in this scope
- Research and physical locates of property pins, section corner and quarter section corners will not be surveyed as part of this scope of services.
- We have assumed up to ten (10) Title Reports will be acquired to assist us in developing the existing right of way.
- Existing right of way will not be established but will be approximated to estimate the impacts of each alternative during the concept review.

December 13, 2019

Glen Scott, PE
Engineering Program Manager
Kansas Turnpike Authority (KTA)
9401 East Kellogg
Wichita, KS 67207

RE: Summary of Project Approach for KTA Contract No. 754I – I-35/K-254/K-196 Interchange Concept Study

Dear Mr. Scott and Selection Committee Members,

Per your shortlist letter dated November 21, 2019, the TranSystems Team is submitting a summary of our Project Approach as well as a draft scope of services we believe meets the needs of this project for your review. Our Team has a long history of working together on very similar projects for the KTA and KDOT including the ultimate concept of the interchange between I-35/US-54/400 and K-96 (Exit 52) as well as the prime consultant on the US-54/400 and Greenwich Interchange that includes on and off ramps to I-35 (KTA) and the Casino Area Transportation Plan (CATP) Study (Exit 33) and the ARC95 Study. **When it comes to traffic and safety, the TranSystems/PEC Team is a team upon which you can consistently rely!**

TRANSYSTEMS' ADVANTAGES

- ◆ Relative Experience at Exit 52
- ◆ Relative Experience at 95th Street South (ARC 95)
- ◆ PEC developed the West Industrial Park Master Plan

Project Understanding

The general project elements include the development of preliminary concept design for a system to system interchange, providing more direct access between I-35, K-254 and K-196 near the existing Kansas Turnpike (I-35) El Dorado Interchange (Exit 71) in Butler County, Kansas. The scope of services shall include; aerial mapping, topographic survey, preliminary horizontal and vertical alignments, conceptual layouts of the system to system interchange, future traffic projections, local street connection options, alternative analysis for an ultimate system to system interchange, including considerations for potential interim improvements, develop conceptual right of way footprints, traffic projections, utility coordination, drainage analysis, desktop environmental review, estimate of probable construction costs and stakeholder communications.

Project Approach

Our detailed scope follows but below are a few key items that we wanted to highlight regarding the proposed improvements.

Background Data

To help develop the proposed scope and our understanding of the project the TranSystems team used the following data:

Existing West Industrial Park Development Study

The TranSystems Team member PEC developed the West Industrial Park Master Plan anticipating the growth area of the study as shown to the right. As part of the Exit 71 Interchange Study, all of the concepts will need to be evaluated compared to the West Industrial Park Master Plan to understand the potential impacts to the Park's roadway and utility network. In addition, preliminary utility



Summary of Project Approach for KTA Contract No. 754I – I-35/K-254/K-196 Interchange Concept Study

and limited preliminary environmental reviews have been completed as part of the study, and the following utilities are known to exist near the project limits and will be coordinated early in the project to identify their locations, encroachment requirements and future expansion plans: sanitary sewer (City of El Dorado), potable water; City of El Dorado, RWD #2 & #7), natural gas (Kansas Gas, Southern Star, NuStar), electric power (both transmission and normal feeder lines; Evergy) and telecommunications (both fiber and copper; AT&T and Velocity) services. Additionally, multiple oil derricks and their associated pipelines are in the study area (multiple oil and gas leases and surface rights are located within the study area which will need to be released from encumbrances prior to construction). A wetlands inventory map of the study area indicates there are a number of potentially environmentally sensitive areas that need to be examined through the study process. FEMA map 20015C0359E also illustrates Zone A floodplain in the area.



Wetlands



December 12, 2019

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Wetlands Inventory Map of Study Area

OD & Volume Data

TranSystems using Streetlight Data developed the below existing origin-destination (OD) data as well as preliminary volumes based on probe data. The OD data shows that the strongest movement for SB KTA traffic using the interchange is west toward Wichita, and conversely the NB KTA movement using the interchange is east toward El Dorado. Not surprising the other major movements going to the existing interchange are eastbound K-254 going north on the KTA and WB K-254 going south on the KTA. The existing traffic data shows limited movements from the KTA to K-196 (most users would exit at I-135 or US-50 rather than K-196). The daily and PM Peak hour volumes are shown in the diagram below.

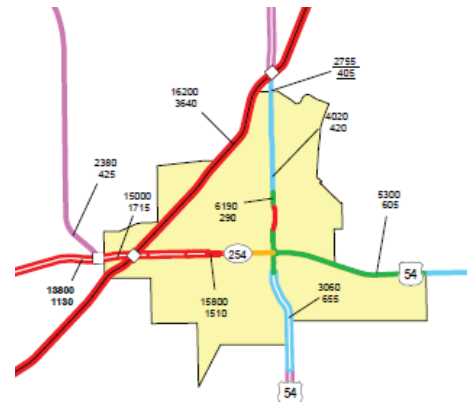
KDOT volume map at right was used to assess the existing probe data volumes, which appear to match in closely with the KDOT daily volumes.



Daily Traffic Volumes at KTA and WB K-254



PM Peak Hour Traffic Volumes
at KTA and WB K-254



KDOT Daily Volumes in Area

KTA Interchange data

The KTA completed a study in 2016 to review all of the interchanges on their mainline to develop preliminary concepts to improve operations. Attached is the concept that was developed for the Exit 71 interchange. It shows a relocated interchange north of the existing to maximize the acceleration and deceleration lengths of the ramps. It also shows improved KTA connector access to K-254 while minimizing the Boyer Road access. Some negative aspects of the design include impacts to the KTA yard, rebuilding the existing bridge, and West Industrial Park development using K-254 to access the site.

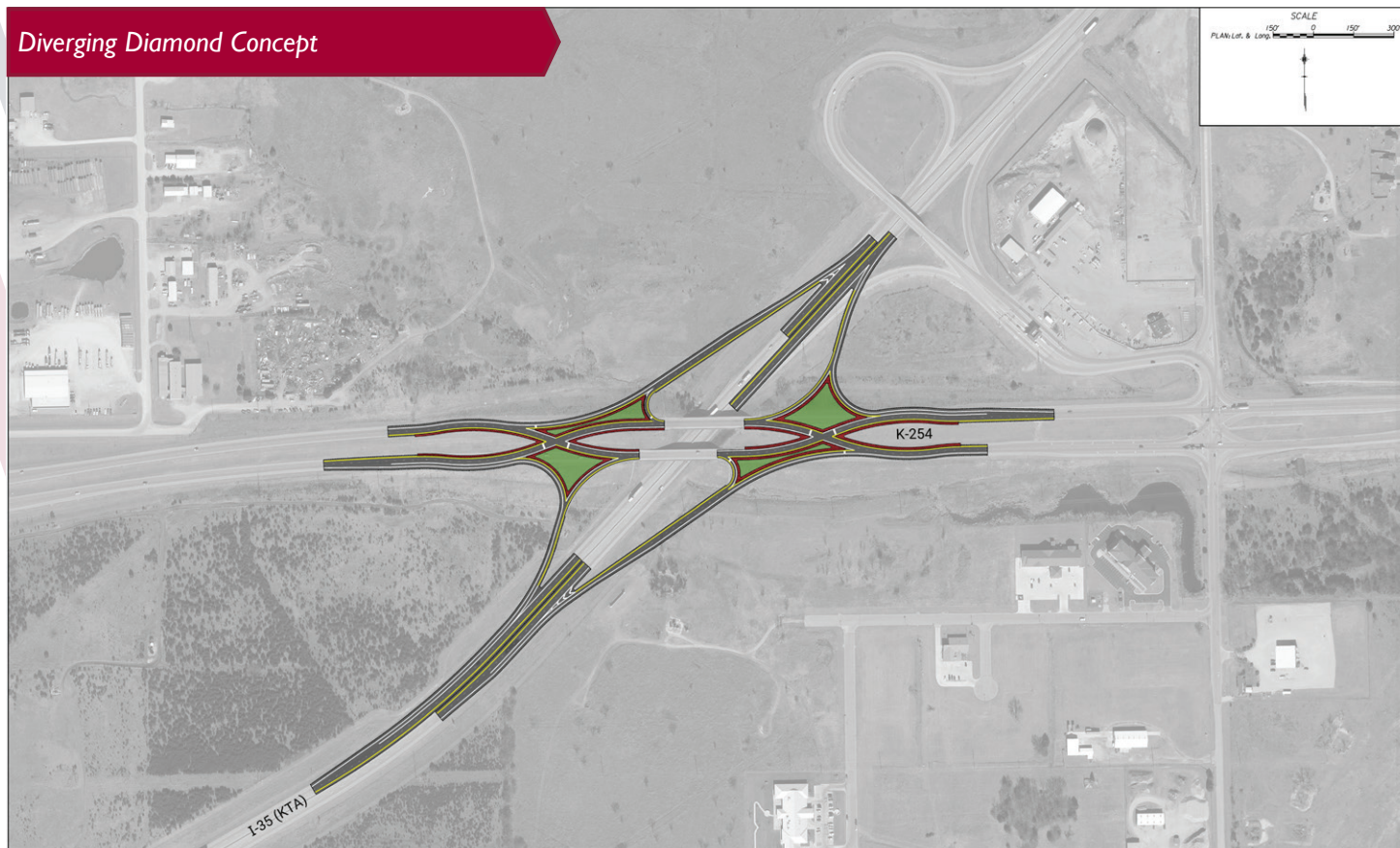


Background Growth versus West Industrial Development (and ancillary growth)

From the above data, and our experience on the east interchange in Wichita, the existing/proposed study interchange may function quite well many years into the future. During the US-54/400 (East Kellogg) interchange study in Wichita we identified that direct freeway access from the KTA onto US-54/400, many of the existing trips which use K-254 west into Wichita will be diverted to the new east interchange (Exit 52) due to the ease of the new access onto US-54/400 will provide into Wichita (including west Wichita). This, when compared to historic growth results in very little growth on existing traffic at the Exit 71 interchange. However, looking at the industrial development site and the surrounding acreage that could include “spin-off” developments such as restaurants, hotels, etc. There is real potential the develop traffic would eclipse the other users of the interchange, especially considering the previous proposed tenants (automobile manufacturer and meat processing plant). This growth will likely be the catalyst for major improvements. Due to these developments direct access to the site would generally provide a more marketable site, remove many trips from the state and city system, as well as ease traffic distribution into and out of the site (limiting interaction between freight and passenger vehicles). While there are likely a number of configurations that could accommodate this traffic, the concept needs to resolve any issues associated with potential high weaving or turn volumes. Two preliminary concepts (Diverging Diamond Interchange (DDI) and Roundabout) of interchanges have been developed to illustrate additional potential access to the site and associated aspects of the designs, these are preliminary in nature and are

shown to illustrate potential access implications more than be a complete final concept. The future traffic volumes and modeling will ultimately determine the interchange configurations. Given our recent experience with you as well as the existing concept developed in 2016, all designs assume all electronic tolling is part of the design, but in both toll plazas can be added if necessary.

Diverging Diamond Concept



The DDI is illustrating that directly connecting to K-254 does provide better acceleration and deceleration lengths overall, and you do minimize bridge rebuilding. However, direct access to the industrial site is trickier, and overall the weave between the new interchange and K-196 is closer, as well as the signals at the crossovers (or even using traditional diamond signals) and sight distances into the signal from eastbound K-254 is lessened. Additionally, while you could salvage the existing KTA connector bridge to allow traffic to access the site via Boyer Road as well as using a double exit ramp for SB KTA traffic, the site access becomes more circuitous, and additional traffic is introduced onto K-254 for short distances. In addition, saving the bridge would limit the acceleration distance on the ramp onto northbound KTA.

Roundabout Concept



The Roundabout Concept was completed to illustrate a smaller, shorter term approach to access the West Industrial Park and using the existing bridge, but placement of the roundabouts becomes a critical component, full diamond ramps are illustrated, but the southeast quadrant would impact the existing WB-K-254 bridge, however, a design similar to what TranSystems designed at exit 33 could be used in place of this design saving most of the trumpet style ramps on the SB KTA side with increased auxiliary lanes, in addition to possibly adding a similar style trumpet loop ramp to the northbound side and/or relocating the roundabout over the maintenance facility. The roundabouts give the flexibility to provide direct access to the industrial site, in addition to lessen the impacts to K-254 in addition to being able to be more flexible if future expansion of the concept is necessary, including adding direct ramps to K-254. The design as shown does still utilize the Boyer Road access, which in general can be addressed in many ways as part of the study.

Regardless of the type of control or ramp configurations chosen, in order to meet current design criteria most concepts in some fashion impact the KTA maintenance facility.

Access Spacing and Weaving Analysis

As the concepts and growth are determined, any that consider direct ramp connection to K-254 in particular will require a close analyses of the weaving distance between the K-196 interchange and the new proposed ramps. This should be completed using an appropriate modeling software such as VISSIM to truly analyze the complex weaving and associated signal operations and platooning from Boyer and/or Village Road. This in particular will need to include calibrating to existing driver following and startup habits which TranSystems has extensive experience with from the East Kellogg Interchange study (and numerous other studies in the Wichita Metropolitan Area and throughout the state).

Draft Scope of Services

Final Deliverables

The final deliverables of this project will be developed with input from the Kansas Turnpike Authority (KTA) herein known as “CLIENT”, Kansas Department of Transportation (KDOT) and the City of El Dorado. Likely final deliverables will include the following:

- ◆ A final report outlining the findings, projections and recommendations from the design team;
- ◆ An Executive Summary summarizing our recommendations, the Executive Summary should also act as a marketing document to help demonstrate what options are possible for future industry’s looking to relocate into the West Industrial Park;
- ◆ Drawings on aerial mapping illustrating the existing right of way, estimated future right of way needs and proposed future lane configurations; in addition, existing utilities and ownership will be researched from city/county GIS and readily available records and shown on the aerial mapping;
- ◆ Develop suggested construction phasing projects based on projected future developments and projected traffic forecasts;
- ◆ All documents will be completed in Microsoft Office program (Word, Excel, Access, and PowerPoint) and Adobe Portable Document Format (PDF) electronic formats to allow easy editing or review of the documents.

All reports shall be produced with associated text, graphics, tables, maps and figures and is anticipated to be completed in 11 x 17 inch landscape format.

Project Tasks

The study will be conducted in in four phases, which are listed below with a brief description of each phase.

Phase 100 – Project Management

- Schedule and Stakeholder Coordination

Phase 200 – Study Content

- Data Collection and Alternative Development

Phase 300 – Public Involvement

- Public Engagement

Phase 400 – Report Development

- Draft and Final Report with Executive Summary

Phase 100 – Project Management

- ◆ Develop and maintain a schedule with milestones, which identifies the different tasks associated with the project with a project completion by December 18, 2020. Milestone dates would include the following:
 - ◇ Notice to Proceed March 2, 2020
 - ◇ Study Content complete by August 28, 2020
 - ◇ Public Involvement complete by October 16, 2020
 - ◇ Final Report complete by December 18, 2020

There will likely be some overlap between the phases as we work through a final schedule if selected.

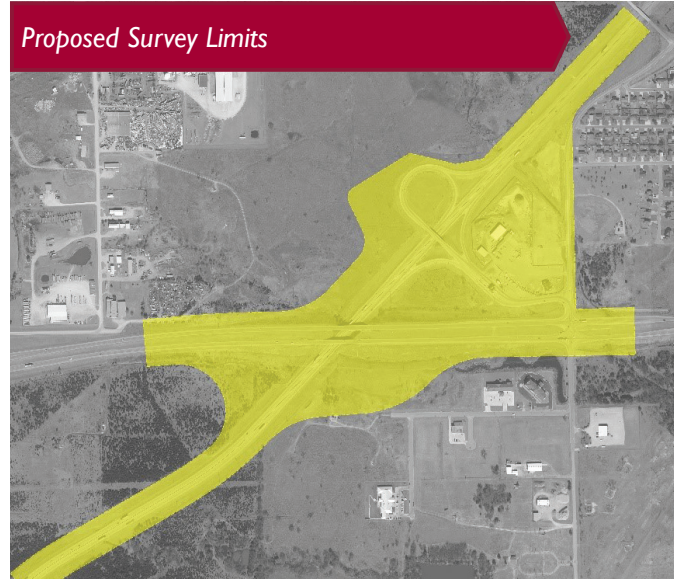
- ◆ Review existing information to help generate proposed traffic projections along I-35, K-254, K-196 and the City of El Dorado West Industrial Park, those studies could include the following resources:
 - ◇ City of El Dorado West Industrial Park Master Plan Study
 - ◇ KTA’s Current Long Term Needs Study

- ◇ KTA's "Draft" Driving Change 2025 Strategic Plan
- ◇ KDOT's Long Range Transportation Plan
- ◇ Coordinate with Wilson & Co on KDOT's K-254 Corridor Study
- ◇ Discuss future projections of freight rail with the UPRR Economic Develop for their spur line within the project limits.
- ◇ City of El Dorado's Comprehensive Plan
- ◆ We have assumed ten (10) one-on-one meetings; these could include governing bodies, UPRR, property owners, developers or other individuals as necessary for the study
- ◆ We have assumed one (1) presentation to KTA's Board of Directors

Phase 200 – Study Content

Task 100 – Data Collection

- ◆ Existing Roadway Plans – CLIENT will provide copies of existing roadway plans within the study area.
- ◆ Development Plans – CLIENT will provide copies of plats for any developments within the corridor that are planned or under development. Any available information about potential projects not yet approved or submitted will also be helpful.
- ◆ Utility Information – CLIENT will provide copies of any utility information readily available for the corridor, including waterline, storm sewer and sanitary sewer plans and contact information for utility companies in the corridor.
- ◆ Survey Collection – The map below indicates the area to be flown by drone to pick up the aerial mapping for the interchange. Our survey scope shall include the following items:
 - ◇ Set four (4) primary geodetic control points [NAD83(2011)] within limits of study.
 - ◇ Provide a scale factor (CAF) for grid-to-ground conversion.
 - ◇ Establish NAVD88 vertical control point.
 - ◇ Set ground control targets as required for the use of aerial image acquisition by Unmanned Aircraft Systems (UAS).
 - ◇ Provide digital color ortho-rectified imagery of the limits of the study. Deliverable will be RGB TIF and ECW files tiled. Resolution will be less than two (2) cm/pixel.
 - ◇ Provide Digital Elevation Model (DEM) suitable for one-foot contour interval topographic mapping. Areas of mapping within the Right of Way to be tightly mowed by CLIENT to insure vegetation does not affect the elevation data of the DEM. Accuracy may be reduced in areas inside and outside Right of Way that are not tightly mowed or cleared of vegetation.



Task 110 – Traffic Analysis

- ◆ Existing traffic counts would include the following:
 - ◇ Twelve (12) months of toll data for network, interpolate mainline, develop seasonal factors.
 - ◇ Conduct new counts along mainline I-35, K-254, K-196 which would include class data.
 - ◇ Conduct new counts along I-35 Ramps (including class data)
 - ◇ Turning counts at the following intersections:
 - K-254 and Boyer Road, all legs

- K-254 and School Road, all legs
- K-254 and Simpson Road, all legs
- K-254 and Village Road, all legs
- K-196 and K-254, all legs/ramps
- Boyer Road and KTA Connector
- K-196 and W. Central Avenue, all legs
- K-196 and NW Parallel Road, all legs
- W Central Avenue and N Industrial Road, all legs
- N Industrial Road and NW Parallel Road, all legs
- NW Parallel Road and 6th Avenue, all legs
- ◇ Origin-Destination (OD) data from Streetlight to determine current traffic patterns.



◆ Traffic Forecasting

- ◇ Background growth
 - City of El Dorado (to east) – correlate K-254 growth with city historical growth, growth based on future development forecasts for city
 - I-35 – growth based on historical data and KTA forecasts, also review WAMPO's Travel Demand Model projections on the east end of the model limits.
 - K-254 – KDOT Study being completed by Wilson & Co. regarding K-254
 - K-196 – growth based on historical data
- ◇ Area development growth
 - West Industrial Park – treat similar to Traffic Impact Analysis
 - Surrounding Area – additional development related to the West Industrial Park such as hotels, restaurants, gas stations, etc.
 - Consider market area for West Industrial Park – scenario one, Park primarily serves El Dorado; scenario two, Park is hub between Kansas City and Wichita
- ◇ Operational Analysis
 - Iterative with concept development
 - Develop VISSIM models –Most effective tool due to truck volumes, and great tool for public involvement. Also, most appropriate to analyze weave issues with K-196 interchange, proposed ramps and Boyer interchange.
 - Use OD matrix to coordinate between various concepts
 - Determine the impact of the improvements at Exit 52 and associated volume removed from Exit 71

Task 120 – Existing Study Review

- ◆ Review the above noted study reports, plans, capital improvement and project funding documents related to the project.
- ◆ Map all currently planned improvements related to the project using ESRI ArcGIS software. Mapped data will be provided as GIS shapefiles (.shp file extension) and exported as image files suitable for use in project documents.
- ◆ Prepare a summary memorandum.

Task 130 – Existing Condition Inventory

- ◆ Gather and review information and data necessary to develop an inventory of existing conditions.
- ◆ Prepare an inventory of existing conditions within the project limits. This will include, but not be limited to:
 - ◇ Land uses
 - ◇ Demographics

- ◇ Utility infrastructure
- ◇ Transportation infrastructure
- ◇ Traffic generators
- ◇ Existing traffic volumes and patterns
- ◇ Environmental conditions
- ◆ Prepare a memorandum on existing conditions including narrative summaries and supporting graphics, tables and maps.
- ◆ Provide information in appropriate tabular, graphic and map formats suitable for use in project documents. Electronic source files will be provided.

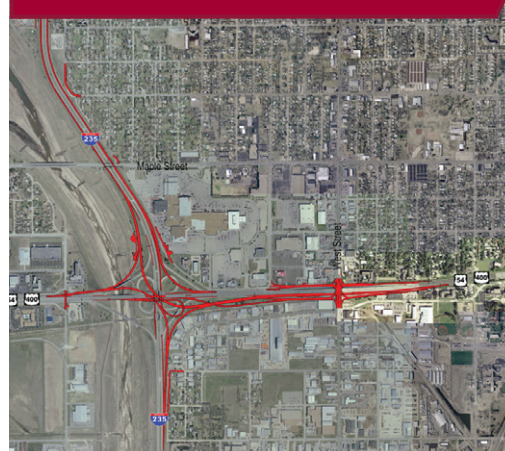
Task 140 – Update Land Use

- ◆ Gather and review current and future land use data for the project extents.
- ◆ Update future land uses based on a review of relevant documents and data; integrate other pertinent data such as demographics, economic indicators, traffic volumes, etc.
- ◆ Validate current and future land use data and aggregate data geographically according to Traffic Analysis Zones. Provide electronic files of current and future land use/development data in formats suitable for integration with the travel demand model.
- ◆ Prepare up to two (2) alternate future development scenarios for consideration of the CLIENT's review.

Task 150 – Concept Development

- ◆ Low, Medium and High development improvements
 - ◇ Review HNTB's 2016 concept
 - ◇ Ultimate Concepts (up to two concepts)
- ◆ Phase improvements
 - ◇ Interim Concepts (up to two concepts)
- ◆ Tolling concepts
 - ◇ Transition to All Electronic Tolling (AET) I-35 on/off ramp and plaza design requirements
- ◆ Bridge concept designs
- ◆ Maintenance of traffic (MOT)
 - ◇ Interim and ultimate concepts

East Kellogg Ultimate Concept Red Phase



Task 160 – Hydrology and Hydraulic Analysis

- ◆ Review the most current City of El Dorado (Butler County) FEMA Flood Insurance Study within the PROJECT area.
- ◆ Review work previously completed by PEC in 2009 associated with the RCB's constructed at 6th Street and Boyer Street located downstream of the PROJECT. Detailed hydrologic and hydraulic calculations were performed for each drainage structure; the RCB under Boyer Road crosses an unnamed tributary, the RCB under 6th Street crosses Constant Creek.
- ◆ Identify drainage basin boundaries and waterways within the PROJECT area.
- ◆ Summarize anticipated permitting requirements, and agencies that will need to be contacted, and addressing the anticipated time required to receive applicable permits.

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- ◆ Rehab existing bridge (interim and ultimate concepts)
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- ◆ Develop planning level probable construction costs for the Interim Concepts (up to two)
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Task 190 – Probable Right of Way Acquisition Needs

- ◆ After the preferred ultimate and interim concepts are selected, develop right of way plans and quantities so each agency can identify the amount of potential right of way needed for each concept.

Task 200 – Utility Coordination

- ◆ Utility companies within the study area will be contacted to collect information on their existing facilities and to identify any future expansion plans that may influence development patterns in the area.
- ◆ These existing and proposed utilities will be shown on the aerial in their approximate location; no topographic survey of their existing facilities is included in this scope.

Task 210 – Environmental Scan

- ◆ Review final recommended conceptual alternatives against existing conditions to identify and locate likely environmental impacts. Impacts will be located geographically, quantified to the extent practical, and provided in appropriate tabular and map formats.
- ◆ Given the potential of existing oil pipelines and oil wells, a review of these locations will be mapped to determine potential impacts to the proposed concepts.
- ◆ Conduct a review of National Environmental Policy Act (NEPA) requirements against identified project impacts.
- ◆ Coordinate with state and federal agencies to identify the NEPA clearances necessary to obtain federal funding for project improvements. Identify the likely approval process for obtaining NEPA environmental clearances.
- ◆ Provide a summary memorandum of the project environmental impacts and outline of the process for obtaining NEPA environmental clearances.

Task 220 – West Industrial Park Review

- ◆ Review impacts to utility sections of the West Industrial Park Master Plan and provide updated sections as appropriate. The utilities sections will include sanitary sewer, potable water, natural gas, electric power and telecommunications services.
- ◆ Review impacts to transportation sections of the West Industrial Park Master Plan and provide updated sections as appropriate. The transportation sections include all impacted roadways and railroad spur locations.
- ◆ Provide coordination with franchise utilities, specifically Southern Star Central and NuStar pipelines to determine minimum clearances and outline encroachment agreement criteria within the PROJECT area.

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2019 Commission Priorities

Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: Tabitha Sharp, City Clerk
SUBJ: Professional Services Agreement with Bajillion Agency for Community Branding Services
DATE: April 27, 2020

Background:

The City Commission asked staff to send an RFQ for branding services in 2019. Staff reached out to several agencies and received four proposals. Staff and the CTC Board interviewed three of the companies and have recommended that the City move forward with the Bajillion Agency. Their proposal offers a first phase that provides Research, Brand and Key Message Development, a Strategic Marketing Plan and Marketing Elements for the 150th Anniversary. Their proposal is attached for review.

Initially the City Commission had requested that the initiative be completed by the fall in order to begin the 150th Anniversary celebrations and to assist with the lake promotion. The current pandemic does not allow for the focus groups that they utilize to gather information. Staff are requesting that the Commission allow the initiative to be completed by the end of the year so that they can gather accurate information.

Attachments:

Bajillion RFP

Policy Issue:

Should the City proceed with the proposed branding initiative or should the City proceed with alternative methods of re-branding the community.

Alternatives:

- Proceed with the recommended proposal from Bajillion Agency.
- Request that staff provide alternatives to this proposal.
- Put off the initiative until a later date.
- Cancel the re-branding initiative.

Fiscal Impact:

The estimated cost of this first phase is \$27,450. Should the City decide to proceed with further phases, the costs will be estimated at that time. The tourism fund will be experiencing a shortage in revenues in 2020 due to the current pandemic, we have revised the budget and will not be hiring a replacement for the marketing position until 2021 or such time that revenues have become sufficient to pay that salary and so there will be no other significant expenses from that division this year. Staff had planned to use the fund balance to pay for this initiative, costs for the proposal came in significantly lower than the \$100,000 originally budgeted and so we believe that the first phase of the initiative can be completed.

Trade-offs:

Utilizing the fund balance to pay for the initiative will prevent the City from using those dollars for other items.

Staff Recommendation:

Approve the proposal and direct the City manager to complete the contract.

Commission Actions:

Commissioner _____ moved to approve the proposal from Bajillion and directed the City Manager to complete the contract.

Commissioner _____ seconded the motion.

[**Return to Agenda**](#)



PROPOSAL

DATE UPDATED
APRIL 16, 2020

CLIENT
El Dorado, Kansas

PROJECT
Community Rebrand

CONTACT
Andrea Engstrom, President
Bajillion Agency
100 S. Kansas Ave.
Topeka, Kansas 66603
785-408-5927
andrea@bajillion.agency
www.bajillion.agency



MAKE GOLD



INTRODUCTION LETTER | EL DORADO, KANSAS

Tabitha Sharp
City Clerk
The City of El Dorado
220 E. First
El Dorado, KS 67042

In addition to being infinite dreamers and honest storytellers, we are Kansans. The values and ethics which were instilled in us during our youth are apparent in our lives and our work today. They are Kansas values. Our chosen careers allow us to work virtually anywhere, but we have intentionally chosen Kansas as the place to grow our business and our families. Our new state of the art offices are located in downtown Topeka, Kansas. We are your community.

The Premier Advisory Group is a collaborative of companies including Bajillion Agency and MotoVike Films who specialize in business and brand strategy, and creative development. Our team is comprised of 27 employees, and continuing to grow. In 2017, we became one of the first small businesses approved by JEDO to receive job creation incentives in Shawnee County, Kansas, due to our investment in our community and the rate we are adding quality jobs.

The Premier Advisory Group was founded in Lakewood, Colorado by ActionCOACH Business Coach, Earl Kemper in 2002. In 2011 he collaborated with Andrea Engstrom and Josiah Engstrom to add agency services and film production to the list of client services, operating under Premier Advisory Group Creative Services. In 2013, the group relocated to Topeka, Kansas and Earl partnered with Andrea to add a marketing firm to the group. In 2015, the

film production company launched under the new brand, MotoVike Films, and the marketing firm rebranded as Bajillion Agency.

Bajillion Agency specializes in defining brands and bringing them to life with key messaging, compelling creative and smart strategy. Our creative team has the ideal combination of experience and passion to fulfill your contract. Our body of work includes local, regional, state, and national clients spanning a variety of industries requiring the full range of Advertising & Marketing services. Couple that experience with our coordination and account service team, and you have the perfect service provider for a partnership with the city of El Dorado.

We currently serve more than 50 clients. Our team members come from diverse backgrounds, and our strategists, writers, account leaders, designers, programmers, producers, photographers, filmmakers and digital coordinator have significant collective experience in a variety of industries including:

- Tourism
- Education
- Not-For-Profits
- Associations
- Membership Organizations
- Health Care
- Foundations
- Financial Services
- Professional Services
- Product Manufacturing
- State Government
- Community Organizations

YOUR ASK

The City of El Dorado, Kansas seeks a firm to provide a Community Branding Initiative for their city. El Dorado is located in South Central Kansas, along the Walnut River, and has about 13,000 residents. As the county seat of Butler County, El Dorado boasts a rich oil history. The El Dorado Oil Field was the first to be found using science and geologic mapping. Within three years of being open, the field was responsible for 12.8 percent of the national oil production.

Named from Spanish origin meaning “golden land,” El Dorado is also home to Butler Community College, three baseball/softball complexes, multiple event spaces and a historic downtown. With the adoption of a new city flag with a nod to their oil heritage in 2018, the community is ripe with pride and ready to share their message. With a rebrand, El Dorado has the opportunity to continue to reinvigorate its citizens and reintroduce itself to the region.

Objectives include:

- Identify El Dorado’s meaningful uniqueness to prospective businesses, developers, residents and visitors as a desirable place to visit, play and stay
- Create an engaging, authentic way to communicate this uniqueness to shift perceptions and attract ideal target audiences
- Build cohesion around El Dorado’s attractions, events and facilities
- Increase the length of stay for visitors and encourage them to come back soon

OUR ANSWER

Bajillion Agency will assist in the development of creative ways to carry the El Dorado message to ideal target audiences through compelling creative and strategic placement. Few priorities have as much ability to impact your viability as a tourism destination as identifying and increasing your value proposition. As your partner, we will evaluate where you are currently with your marketing and help you decide where to go from there. We will develop creative that invigorates those who are already residents—turning them into brand champions—and that encourages others to consider El Dorado. We will help you showcase your historical and tourism destinations in unique and inspiring ways, to promote and generate interest and buzz for your city. Bajillion Agency will assist El Dorado in the telling of their story.

Recommendations:

- Research
 - Brand Immersion, Audit + Analysis
 - Community Impact Forum
- Brand + Key Messages Development
- Strategic Marketing Plan
- 150th Anniversary Marketing Elements



OUR ANSWER | RESEARCH

Brand Immersion, Audit + Analysis

We will conduct the following research. Upon completion, we will create a report aggregating all of our key findings from these and any additional research that you have.

Community Familiarity Tour + Immersion

There is no better way to learn about your community than to be in your community. We will bring two members of our team to El Dorado to spend the day seeing the sights and learning about what makes you so great first-hand. We will gather collateral along the way to review.

Brand Audit

Following our tour, we will audit the current brand of the City of El Dorado to see how your brand is showing up to your audiences. We want to know what has worked well, what didn't, hear your ideas, and come up with ideas for what we can tweak or overhaul to get better results. We will review your current marketing plan, along with marketing materials, methods and results from previous campaigns.

Competitive Analysis

Along with your input, we will analyze 3 competing communities to see how El Dorado stacks up. This will establish strengths, weaknesses and differences between these communities and opportunities for your community to plan for success in the future. We will develop a matrix of these findings to easily review.

Community Impact Forum

We will plan and facilitate a 2-hour forum event in your community to collect quality insights, perceptions, pain points, and ideals from individuals who attend. Includes discovery, planning, facilitation, note taking and a report of key ideas.

OUR ANSWER

Brand + Key Messages Development

From our research findings and inspiration, we'll seek to uncover El Dorado's Reason to Believe. The Reason to Believe is the essence of a community and synthesizes the emotions and responses we want to evoke from our target audience through creative work.

To identify your Reason to Believe, we begin by researching and identifying the values and meaningful uniqueness of the brand. Then we conduct the same exercise for the target demographic in order to identify their desires and values. Identifying these characteristics for the two groups allows us to identify commonality which is where we seek to drive messaging. When the consumer's values align with a brand's values, it creates loyalty and trust.

This approach allows us to focus on selling feelings, not just features. By authentically telling the story of El Dorado, your messages and imagery can lead people to have an insatiable desire to experience something they perceive only you can offer. Engaging your audience will create brand champions. When you are able to evoke an emotion through your story, it creates a lasting impression and drives action.

Authenticity is critical with this approach. To ensure that your brand is portrayed authentically, we uncover what we call "Simple Truth." We will discover what is meaningfully unique about you in the eyes of each target audience and present it in a way that is simply true. Then, we will elevate that

uniqueness into something that feels exactly like what your target audience is looking for. Understanding your simple truth and using it to appeal to your audience's behavior driver helps create your brand defining idea and creative that drives action.

We will develop your Reason to Believe and write new messages that reflect your quality, uniqueness and confidence. Then, we will create and present 3 logo concepts to bring your brand to life. You will select 1 concept and have up to 2 rounds of tweaks. This process will establish El Dorado's:

- Objections to Overcome
- Key Benefits
- Top 3-5 Core Values + Descriptions
- One Thing
- Target Audience's Primary Driver
- Reason to Believe
- Brand Tone
- Key Messages
- Tag Line
- Logo Design
- Style guide detailing best practices, usage, color palette and fonts



OUR ANSWER

Strategic Marketing Plan

We'll use the community input, survey findings, competitive and industry research and your Reason to Believe to inspire your strategies. We'll craft a marketing and communications plan that will outline a series of systematic creative campaigns, activities and media designed to reach your objectives, taking your messages to your ideal consumers. The plan will include strategies, tactics, and action items to reach each target audience, with a timeline and budget for executing the elements, media, and methods in the plan.

Strategies will be geared to achieve big-picture objectives, including increasing number of visitors, average dollars spend, and return visits. Tactics will include some guerilla marketing ideas (free or cheap) and activities that can be executed in-house by you and your team, as well as strategies that require professional assistance. We will assist you with identifying potential funding sources for your team to pursue.

Your plan will address the following targets:

- Investors
- Business Retailers
- Visitors
- Residents

150th Anniversary Marketing Elements

We will design a badge that can be used across all event communications for your 150th Anniversary. Using this new element, we will create a shirt and sticker that your residents can wear and feel proud to represent El Dorado. Includes design, copywriting and print management for one shirt and one sticker.

OUR ANSWER

For Future Consideration

- Signage
- Photography
- Video
- Digital Marketing
- Advertising for Lake



ANTICIPATED TIMELINE

With your timely approval and availability to meet, we anticipate the following schedule for completing your projects.

Months 1-3	Month 4	Month 5	Month 6
Community Tour Brand Audit Competitive Analysis Brand Camp Community Impact Forum	Reason to Believe Logo Development	Logo Presented Marketing Plan Developed 150th Anniversary Badge Development Begins	150th Anniversary Badge Presented Style Guide Delivered



REFERENCES

WILLIAM NUSSER / Mayor

City of Larned, Kansas 620-285-8500 williamnusser@gmail.com	Brand Development / Recruiting Campaign / Healthcare Campaign / Outdoors Campaign / Video / Marketing Plan + Media Strategy
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BRIDGETTE JOBE / Director of Tourism

Kansas Department of Parks, Wildlife & Tourism 785-296-3870 bridgette.job@ks.gov	Brand Development / Campaign Development / Marketing Plan / Website / Photography / Digital Media / Collateral / Media Buying / Blogs / Print Ads / Video
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BOB ROSS / Senior VP of Communications

Greater Topeka Partnership 785-234-1030 bob.ross@topekapartnership.com	Brand Development / Website / Photography / Video / Collateral
--	--



CLIENT LIST | PAST THREE YEARS

20-30 Club of Topeka	Dr. Deutscher, Rottinghaus, Oxandale Optometrists	Infinity Dance Studio	McGee Franklin Financial	Topeka Dentistry
Advanced Dentistry		Iron Acres	McPherson Construction	The White Linen
American Flight Museum	Downtown Topeka Foundation	JF McGivern	Menninger Pocket Park	TLC Pet Nursing Hotel
Anchor Wealth Management	Dynamic Decksteriors	Kansas Air National Guard	Mercer-Zimmerman	Topeka Capitol Journal
Ap tive	Empowered Practice	Kansas Ballet	Midland Care Connection Inc	Topeka Landscape
Architect One	Environmental Energy	Kansas Bureau of Investigation + SAKI	Mid-States Materials	Topeka Zoo
Azura Credit Union	Envista Credit Union	KBS	Modern Family Dental	Torgeson Electric
BT & Co	Ernest Spencer	Kansas Dept. of Parks, Wildlife + Tourism	National Association of Trailer Manufacturers	Vaerus Aviation
Bettis Asphalt	Fairlawn Plaza	Kansas Financial Resources	National Dental	Washburn Athletics
Blue Bonefish Lodge	FHL Bank	Kansas Healthcare Collaborative	Networks Plus	Washburn School of Business
Bluemont Hotel	Gameday Lighting	Kansas Housing Resources	Owasso Community Resources	Washburn University
Brewster Place	Garmin	Kansas Insurance Ed Foundation	Parks for All Foundation	Foundation
Broadhead Co.	Go Modern Printing	Kansas Optometric Association	Pine Landscape	Winston Brown
Brown vs. Board Mural	Gray & Co.	Kansas Outdoor Corps	Prescription Network	YWCA Northeast Kansas
Cappers Foundation	Graystone Painting & Refinishing	Kaw Valley Bank	Pure Dental	
Child Care Aware	Greater Topeka Partnership	City of Larned + Pawnee Co.	Red Door Home Store	
Community Care Network of Kansas (KAMU)	Greentouch Landscape	Life Success & Legacy	Rick's Advanced Dermatology	
Current Electrical	Hayden High School + Foundation	Logan Business Solutions	Safety Consulting	
Currus Independent Pharmacists	Heartland Healthy Neighborhoods	Mammoth Sports Construction	SE2	
Darting Basketball Academy	Heartland Park	McCrite Senior Living	Skinner Garden Store	
Davis Dental	Heck Land Co.	McElroy's	Sound Dentistry	
DCCCA	Home At Last	McElroy's Electric	St. Lawrence Campus Center	
Delta Designs			Stone & Story	
			Studeo Salon Suites	



BRANDING PROJECTS | PAST THREE YEARS

Anchor Wealth Management

Katie Ludwig
815-201-5011
katie@anchorwm.com

Architect One

Scott Gales
785-271-7010
seg@ao.design

Bettis Asphalt

Ashley Bettis
785-235-8444
ashley@bettisasphalt.com

Bluemont Hotel

Andrew Suber
785-473-7091
asuber@bluemountaininc.com

Community Care Network of Kansas (KAMU)

Denise Cyzman
785-233-8483
dcyzman@communitycareks.org

Currus Independent Pharmacists

Chellie Ortiz
1-800-279-3022
cortiz@kspharmserv.com

Darting Basketball Academy

Kerry Darting
615-332-1822
kerry@dartingbasketball.com

Dr. Deutscher, Rottinghaus, Oxandale Optometrists

Dr. Brett Oxandale
785-271-8181
brettoxandale@hotmail.com

Fairlawn Plaza

Dan Brungardt
785-215-8089
dan@dbhomeatlast.com

Gameday Lighting

Max Bartlett
316-712-7614
max@leddirectgroup.com

Gray & Co.

Walker Gray
785-232-0913
walker@graynco.com

Graystone Painting & Refinishing

Josh Barr
785-221-7464
joshbarr@graystonepainting.com

Greentouch Landscape

Jesson Ross
785-232-9800
jesson@greentouchservice.com

Hayden High School + Foundation

Sheri Cafer
785-272-5210
cafers@haydencatholic.net

Heck Land Co.

Kelvin Heck
785.865.6266
kelvin@hecklandco.com

Iron Acres

Scott Sayles
719-349-0669
scott@ironacresranch.com

JF McGivern

John McGivern
785-354-1787
johnamcgivern@jfmcgivern.com

Kansas Ballet

Robin Wolgast
785-608-4566
robindocs15@gmail.com

KBS

Craig Penzler
785-979-2616
craigpenzler@kbsci.com

Kansas Dept. of Parks, Wildlife + Tourism

Bridgette Jobe
785-296-3870
bridgette.jobe@ks.gov

Kansas Financial Resources

Scott Hunsicker
785-266-1200
scott@kfrtopeka.com

Kansas Housing Resources

Emily Sharp
785-217-2012
esharp@kshousingcorp.org

Kansas Insurance Ed Foundation

Zoe Gruber
785-969-8889
zoe.gruber@securitybenefit.com



BRANDING PROJECTS | PAST THREE YEARS

Kansas Optometric Association

Todd Fleischer
785-232-0225
todd@kansasoptometric.org

McGee Franklin Financial

Chris McGee
785-271-2492
chris.mcgee@wellsfargoadvisors.com

Pine Landscape

Kathy Pine
785-843-6949
kathyp@pinelandscape.com

Studeo Salon Suites

Greg Post
303-960-9090
post.g@comcast.net

Torgeson Electric

Jason Mack
785-233-2213 x105
jasonm@torgesonelectric.com

Kansas Outdoor Corps

Kip Kraisinger
785-408-5927
kip@bajillion.agency

McPherson Construction

Matt McPherson
785-273-3880
mattm@mcphersonbuild.com

Safety Consulting

Craig Stromgren
785-234-1005
css@safetyconsultinginc.com

The White Linen

Adam VanDonge
785-851-8516
chefvandonge@yahoo.com

Washburn School of Business

David Sollars
785-670-2045
david.sollars@washburn.edu

City of Larned + Pawnee Co.

William Nusser
620-285-8500
williamnusser@gmail.com

Mid-States Materials

Ashley Bettis
785-235-8444
ashley@bettisasphalt.com

Skinner Garden Store

Cameron Rees
785-233-9657
cameronr@skinnergardenstore.com

TLC Pet Nursing Hotel

Leslie Fleurange
785-554-1501
leslie.fleuranges@gmail.com

Winston Brown

Jake Brown
785-271-1661
jake@winston-brown.com

Mammoth Sports Construction

Bryce Farrant
785-400-6136
bryce@kansasturf.com

Modern Family Dental

Dr. Taj Haynes
888-716-3184
drtajhaynes@gmail.com

Sound Dentistry

Dr. Moftah El-Ghadi
508-996-6777
prosres@yahoo.com

Topeka Landscape

Blain Bertrand
785-289-5992
blain@topekalandscape.com

McElroy's/McElroy's Electric

Dan Beal
785-266-4870
danbeal@mcelroys.com

Parks for All Foundation

Jared Holroyd
785-217-8007
jared_holroyd@yahoo.com

Stone & Story

Annette Stahl
785-383-3157
annettestahl@rocketmail.com

Topeka Zoo

Jared Bednar
785-368-9162
jaredb@fotz.org



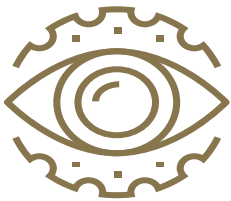
ABOUT US

WE ARE A BAND
OF INFINITE DREAMERS
AND HONEST STORYTELLERS.

We use design, strategy, and grit to help you change the world.

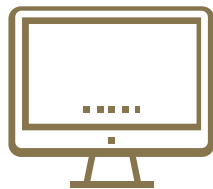
OUR SERVICES

A few of the many services we offer...



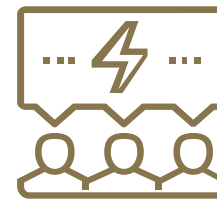
IDENTITY

Your brand is the foundation for marketing, and creating culture.



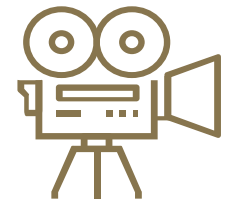
WEB

Your website is the center of gravity for your marketing. Maximize on it.



STRATEGY

An actionable plan that is realistic, sustainable, and custom for you.



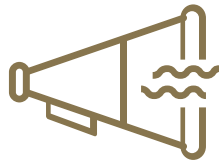
VIDEO

Storytelling that connects at a gut level so people take action.



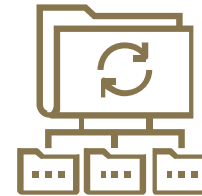
PRINT

Compelling visuals and messages to bring your brand story alive in print.



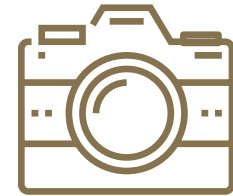
PR

Earned media is the best kind, but good press takes a little TLC.



SYSTEMS

From writing your sales processes and scripts, to helping you select a CRM.



PHOTOGRAPHY

Our talented crew make your project a work of art.



OUR PROCESS

Strategy & Research

REALLY FUN & REALLY IMPORTANT

Our discovery workshops help us uncover the root of issues and craft bold strategies to remedy them. Great design starts by understanding you, your challenges, hopes, and aspirations. We begin by asking questions. A lot of questions. Then, we listen. We present the foundational strategic approach (Key Messages, Reason to Believe, Brand Tone, etc.) before we start concepting, so you're clear that we're clear.

Creative Exploration & Design Development

SOMETIMES HARD, ABSOLUTELY ESSENTIAL

With your goals in mind and our research in hand, we start crafting your design solution. We wade through a sea of ideas and possibilities to create the right answer for you and refine it. We are passionate about our clients and their success, and sometimes even lose sleep until we find the best solution. Much creative is fueled by passion and lots of coffee.

When it's over, we emerge with a single solution to solve your challenges and push you outside your comfort zone. Because what got you here, won't get you there.

Production Management & Implementation

FUN AGAIN & REWARDING

All the planning in the world is wasted without proper execution. At this phase we sweat the details, ensuring that every element works to aid the communication goal of the project. We proof and refine the design, proof again, and prepare the design for final production. We work closely with you to ensure that your finished product meets all of our standards of excellence.

We provide production proofs for your approval before it goes to print, and get your approval on website concepts before they go live online. No surprises.

Outcome Evaluation

NERDY FUN

Our work involves math, science, art, and human behavior. Because it is not purely subjective, it can be tested, measured, and improved. At this point, we are so invested in you and your success, we want to continue to help you dream bigger and achieve more. Most of our clients work with us in an ongoing relationship either through retainers or project-to-project. Our goal is to be an invaluable long-term partner for you to grow with.



CLIENTS WE'VE WORKED WITH

SIMPLE TRUTH

PEOPLE HATE ADVERTISING.

For years, advertising has preyed upon insecurities with promises of simple solutions for unhappiness.

BUT THEY LOVE TO BE ENTERTAINED.

Good stories that define a brand's values capture imaginations and inspire loyalty.

THE KEY IS BEING REAL.

It's not about creating something that doesn't exist.
It's about uncovering what is real and showing it to the world.

WE CALL IT SIMPLE TRUTH.

Telling the truth may not seem profound, but it is more difficult than it seems.



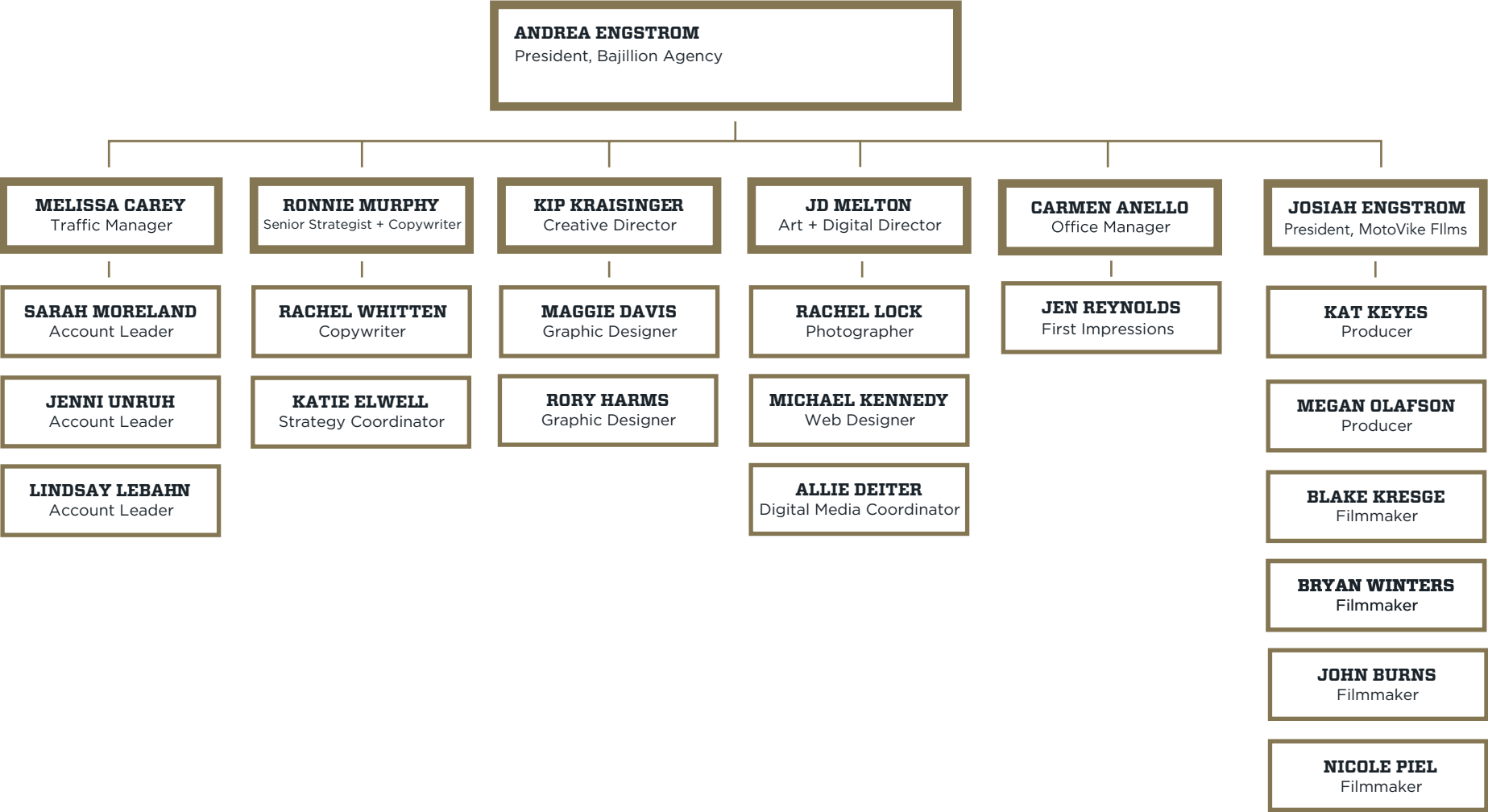
OUR TEAM

WHY BAJILLION? | WE ARE KANSANS





TEAM ORGANIZATION





As a business coach and the leader of Bajillion Agency, Andrea specializes in building culture, sales and marketing strategy. With more than 15 years of entrepreneurship, marketing management, and agency experience, Andrea brings growth and innovation principles to every engagement.

She serves on the board for GO Topeka Economic Development, and her personal passion is improving quality of life for her clients and her community. She is a staunch advocate for the arts and believes that art is a catalyst for social change; it brings people together, brings attention to issues, and can transform perceptions of a place. Andrea loves to take road trips and travel internationally, discover new bourbons, and go dancing. (Those last two are usually combined).

ANDREA ENGSTROM

President + Strategist

RESUME

Bajillion Agency
President + Strategist
September 2014 - Present

ActionCOACH Business Coaching
Business Coach, Top 100 Coach
January 2014 - Present

ActionCOACH Business Coaching
Business Development Director
January 2010 - December 2013

MB Piland Marketing & Advertising
Senior Account Manager
Primary clients included Topeka Chamber + GO Topeka
December 2007 - January 2010

AWARDS

- International Economic Development Council (3)
- Southern Economic Development Council (8)
- American Advertising Federation (100+)
- Top 100 Coach, ActionCOACH Business Coaching
- Topeka's Top 20 Under 40, 2010

785-408-5927, andrea@bajillion.agency



Kip specializes in big ideas grounded in strategy. He builds brands, promotes the voice of not-for-profits, and helps companies earn revenue through branding and design. Kip helps organizations get results through stand-out branding, design and smart user experience. When Kip is not in the office, he's outside. He is an avid outdoorsman who enjoys fly fishing and hunting. He is the founder of Kansas Outdoor Corps, an organization whose drive is to encourage everyone to get outside and enjoy the beauty that Kansas has to offer. He finds great inspiration for his work through nature.

KIP KRAISINGER

Creative Director

RESUME

Bajillion Agency
Creative Director
August 2015 - Present

Kansas Department of Labor
UI/UX Designer
May 2014 - August 2015

Trash Mountain Project
Graphic Designer
September 2013 - May 2014

Fellowship Bible Church
Creative Director / Graphic Designer
October 2010 - May 2014

PT's Coffee Roasting Co.
Brand Manager / Graphic Designer
April 2011 - May 2012

Corr-Jensen Labs Inc.
Vice President, Media & Design
December 2007 - July 2009

785-408-5927, kip@bajillion.agency



RONNIE MURPHY

Senior Copywriter

RESUME

Bajillion Agency
Senior Copywriter
November 2015 - Present

Topeka Metropolitan Transit Authority
Director of Marketing & Communications
October 2014 - November 2015

Kansas Department of Commerce
Marketing Executive
September 2010 - October 2014

Kansas Department of Commerce
Apprenticeship Program Consultant
September 2008 - September 2010

Washburn University
Admissions Counselor
September 2006 - September 2008

Cumulus Broadcasting
Promotions Assistant / Disc Jockey
August 2003 - April 2008

785-408-5927, ronnie@bajillion.agency

Ronnie is quite possibly the world's best listener — he asks great questions, and then takes a client's passion for their product or service and delivers messages and solutions that get results. Ronnie has a proven record of successful planning and execution of marketing plans. His experience includes retail, government, and education marketing with a focus in brand development and management and includes extensive experience in writing, radio, and social media.

He takes what is meaningfully unique and authentically great about our clients and develops key messaging that equips them to powerfully tell their story. He is able to clear his mind and move quickly from project to project by practicing meditation daily.



With over 12 years of experience in relationship management, client communication, and problem solving for clients, Sarah is committed to successful outcomes. Clients love Sarah because she listens and understands their needs and priorities and has an easy-going and warm personality. Her special joy is cultivating long-lasting client relationships and coordinating team efforts to provide the ultimate client experience.

SARAH MORELAND

Account Leader

RESUME

Bajillion Agency
Account Leader
September 2016 - Present

Advisors Excel
Relationship Manager
November 2010 - September 2016

First Life America / Trinity Life Insurance
Marketing Coordinator
June 2006 - November 2010

785-408-5927, sarah@bajillion.agency



JD relies on his background in graphic design and photography to take clients and their brands into the digital realm successfully. His love of things that are well-made means he is constantly assessing what tools will provide the most value in growing our clients' web presence across multiple platforms. He knows that there is more to Kansas than the Capitol city, but carries a great love for his hometown. You can find him following any form of Supercross or Motocross when he's not working on his computer.

JD MELTON

Art + Digital Director

RESUME

Bajillion Agency
Art / Digital Director
May 2018 - Present

Advisors Excel
Graphic Design Art Director
May 2012 - May 2018

94.5 Country / AM 580
Graphic / Web Designer
May 2008 - May 2012

785-408-5927, jd@bajillion.agency



A tech nerd at heart with ample experience, Michael takes pride in his work as a web designer. He enjoys learning as much as he can about tech and often spends his free time working on projects. His web design is a reflection of his desire to create a user-friendly interface that also creates client leads.

MICHAEL KENNEDY

Web Designer

RESUME

Bajillion Agency

Web Designer

September 2018 - Present

Advisors Excel

Web Designer

February 2018 - September 2018

Production Artist

April 2016 - April 2017

Delta Chi Fraternity

Leadership Consultant

June 2015 - August 2016

Kansas State University Student Design Center

Student Designer

January 2013 - June 2015

785-408-5927, michael@bajillion.agency



Josiah created MotoVike Films out of a desire to make films and tell stories. Combining his love for two-wheeled vehicles and a proud Nordic heritage, the term MotoVike was born. Josiah yearns to capture the emotion and detail of your ideas on film and give you an unforgettable visual experience. His personality can captivate a room, but can make an individual feel at ease, even with a camera on them. Josiah lives in Topeka, KS with his wife and their children. He enjoys fly fishing and cruising downtown Topeka on two wheels.

JOSIAH ENGSTROM

President + Filmmaker

RESUME

MotoVike Films
Founder / Filmmaker
2015 - Present

Premier Advisory Group
Cinematographer
2010 - 2013

785-408-5927, josiah@motovikefilms.com



STRATEGY & CREATIVE TEAM



MELISSA CAREY
Traffic Manager



MAGGIE DAVIS
Graphic Designer



ALLIE DEITER
Digital Media Coordinator



RACHEL LOCK
Photographer / Producer



JENNI UNRUH
Account Leader



SARAH MORELAND
Account Leader



KATIE ELWELL
Strategy Coordinator



RACHEL WHITTEN
Copywriter

FILM TEAM



BLAKE KRESGE
Filmmaker



BRYAN WINTERS
Filmmaker



MEGAN OLAFSON
Producer



KAT KEYES
Producer



OUR WORK

Here are a few case studies of recent work, we look forward to sharing more with you!

Larned

City of Larned

Branding / Key Message Development / Marketing & Communications Plan
Video / Photography / Stationery & Collateral

THE SETUP

Larned and Pawnee County, like many small communities, has experienced a decline in population as industries have changed and younger generations have opted for the bright lights of larger cities. Unlike many small towns, Larned was not content to sit idly and accept the changes that were affecting their livelihood. The community opted for a full rebrand and aggressive campaign to showcase the wonderful quality of life and employment opportunities in order to attract a new audience.



THE ESSENTIALS

- A cohesive brand family
- A unique way to share their story
- Recruitment tools for Larned State Hospital

ICONS:



COLORS:



THE WORK

Through our meetings, research, and visits to Larned, we fell in love with the community and its people. Every community member we met is a brand champion, on fire for the city and the great things it has provided them. Distilling their enthusiasm into a simple message was important because it gave the community members a rallying point.

Primary Logo Lockup

The arrowhead was chosen as the primary mark for the city because of its ability to tie Larned's history to its future. Arrowheads symbolize alertness and direction, as well as power and protection. The arrowhead is also a symbol of innovation. Its creation dramatically impacted early civilization and changed their ability to survive and prosper. In its orientation, the mark is intentionally pointed up to signify the trajectory of Larned and Pawnee County.

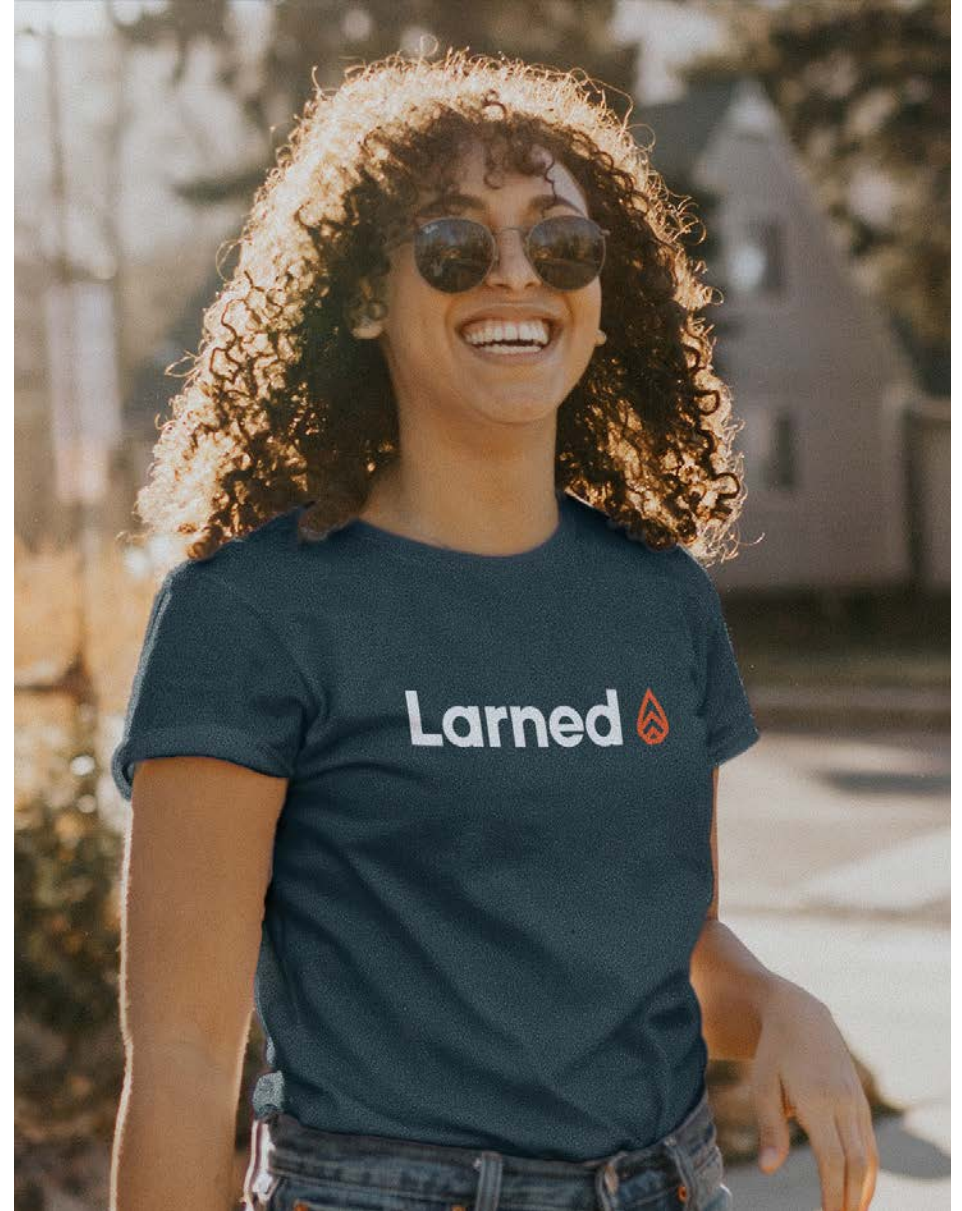
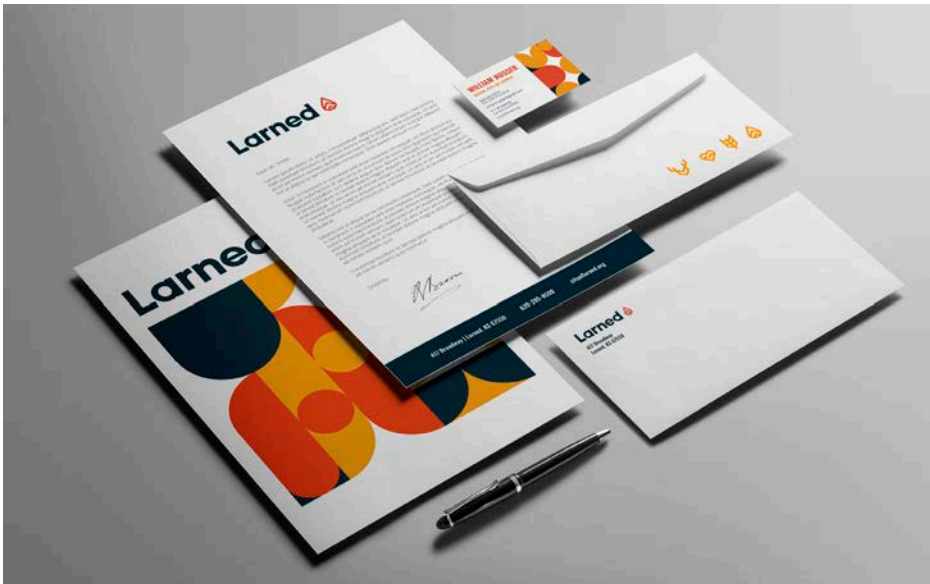
LARNED STATE HOSPITAL CAMPAIGN

Larned State Hospital is Pawnee County's largest employer. The state hospital has been a central fixture in the community for more than 100 years. Recruiting qualified candidates can be challenging, compounded by the location of the hospital and the unfavorable stigma of work in the mental health field. Our campaign seeks to break the stigma of mental health by being candid about its prevalence and inviting the audience to be part of the solution.

Through video, we were able to show the infectious heart and passion of the Larned State Hospital staff.







BEFORE:



AFTER:





THE MESSAGING

Rooted

Our community is rooted in service and pride. Through service to our fellow citizens, we grow. Though you may not see the roots because they are buried, the bloom that shows is more beautiful because they are planted in purpose.

Why Not?

In 1865, officers at Fort Larned purchased a printing press and began running their own paper. The press was purchased for \$239 and the first issue sales topped \$300. The officers published their reason for running a press with two simple words; why not? This theme is woven into the fabric of Larned's existence. It is equal parts call to action and act of defiance. Residents do not place limitations on themselves. Larned, Kansas is a place where you get to think as big as you want and the only question you have to answer is, "Why Not?"

Find Yourself

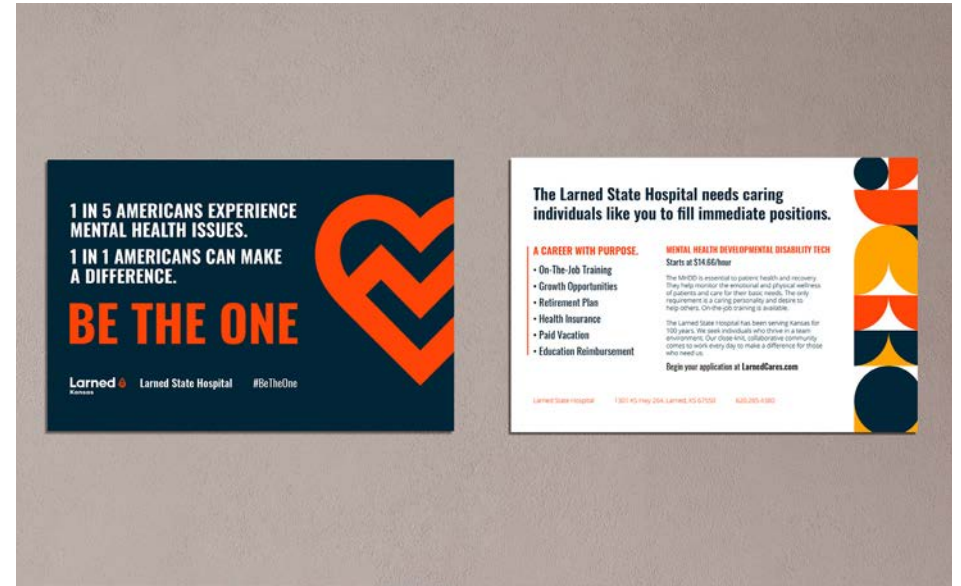
We are often defined by what we have and what we do. This is the appeal of a larger city. It is full of opportunity and options. The options of life are important and they come at a price. Not just monetary, they also cost us our freedom. The city life is about assimilation; blend in so you don't stand out. HOAs and city ordinances demand conformity and offer little chance to be included in the feedback loop. When we seek more, we ask less. What does this cost me? Is this who I am?

Larned redefines quality of life. They understand better than any that life offers little fulfillment and meaning if it is not lived.

THE RESULTS

Larned and Pawnee County's new brand rejuvenated their community. In its first month, LarnedCares.com received nearly 1,000 page views generated from a single Facebook announcement.

With foundational branding and messaging in place, the leadership at Larned is prepared to begin initiating campaigns and advertising to share their new brand with the world. The best is yet to come for Larned and Pawnee County!



Love Larned



Love Larned Spend Local Campaign

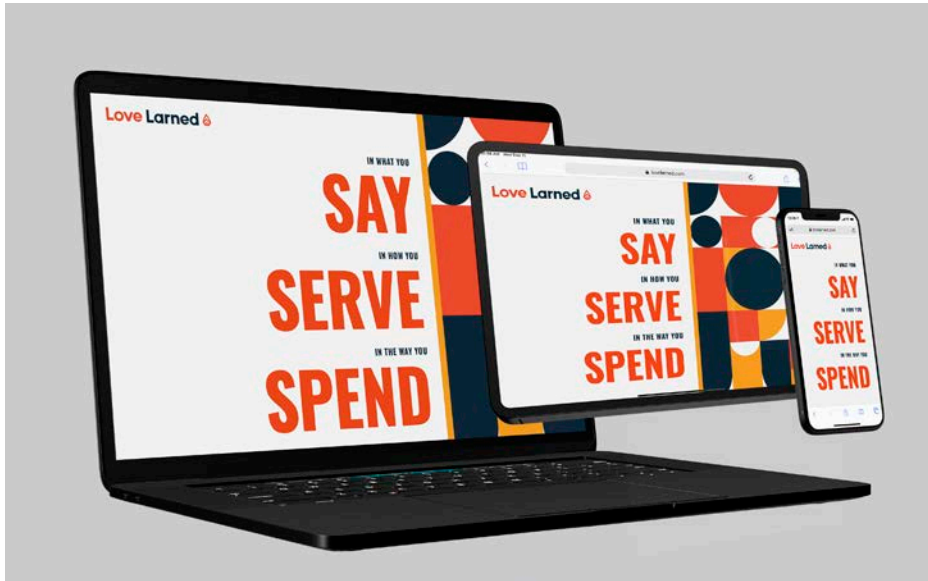
In an effort to drive deeper loyalty in Larned, we invited the community to experience the city and surrounding area in a way that is meaningful to them. In traditional support local campaigns, the consumer's value is based solely upon their ability to contribute monetarily. To create a campaign that is inviting and inclusive of all community members, we created a simple invitation: Love Larned.

The campaign launched with a love letter from Larned sent to every household in Pawnee County addressed: Loved One. A video, posters, cards in shopping bags and stickers flooded the community and social media feeds that weekend. The response was overwhelming.

"This is amazing. It brought tears to my eyes." - Veronica, Larned Community Member

"I know all ya'll Larned people will see this a million times, but I love this so much." - Abby, who wishes she still lived in Larned





Larned

Loved One,

Each day as the sun breaks the horizon, it illuminates the far reaches of this beautiful land. The night sky yields to the light and I find comfort in knowing that you will wake, ready to contribute your unique abilities to this community. I cherish the truth that you call me home. That you exist, that you exist here. I will never be able to express the fullness of my gratitude for your existence, but I will never take it for granted.

The memories we have created are countless. A first friend or first love. A favorite gathering place or a cherished spot to find solace. Whether our time together has been short or a lifetime, it is made better by the fact that we are together.

I want to show you the difference you've made for me and how you can make a difference for those who we are fortunate to collectively call a community and a family.

Together, let's express our love in what we **say**. Because our words are the most powerful thing we own. They have the power to harm but they have the greater ability to heal and transform.

Let's express love for each other in the way we **serve**. Compassion for each other is the foundation of Pawnee County. Our time is the greatest gift we can give.

Let's show love for each other in the way we **spend**. By supporting each other and the dreams of everyone in this community, we are all better.

You make me whole. You make the whole world better.
I am because you are.

Love,

Larned





Kansas Outdoor Corps

THE SETUP

The bonds of friendship which are forged through shared experiences are unmatched. Kansas Outdoor Corps exists to introduce a new generation to the beauty of the outdoor experience. We want to show the world the great places that a bike, boat or good pair of boots can take you. As amateur outdoorsmen, we want to prove that adventure is accessible to everyone. KOC is a passion brand managed by Bajillion Agency and MotoVike Films.

THE ESSENTIALS

- Engaging brand
- Inviting messaging
- Robust social media presence



THE WORK

Branding

The KOC brand begins with a familiar Kansas symbol, the wheat stalk. Kansas Outdoor Corps was designed to be a lifestyle brand so it was important that the mark appealed to a large audience. Apparel is the number one inquiry we receive!

Photography

Photography is the backbone of Kansas Outdoor Corps. We want to provide a first-hand account of the adventures available in Kansas.

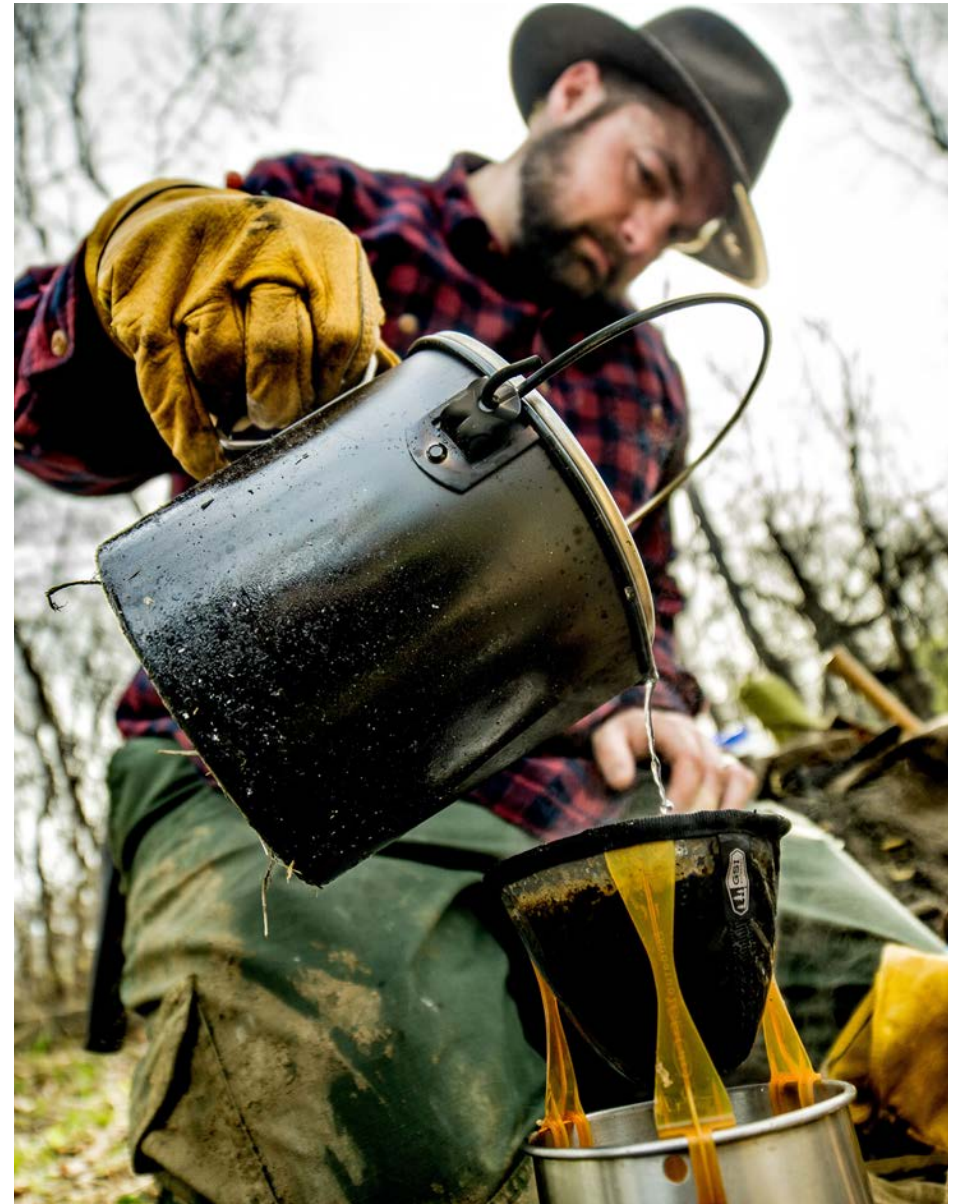
Website

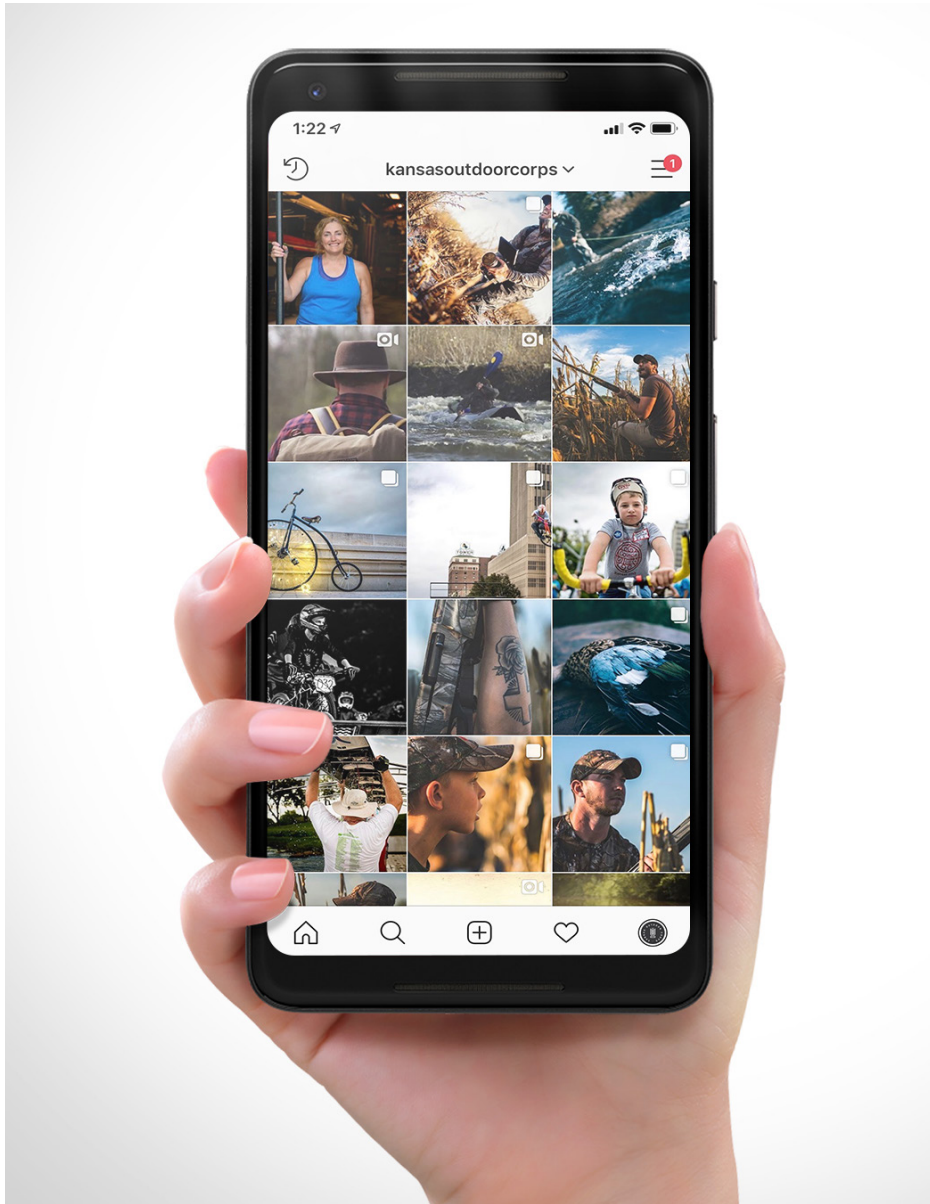
The KOC website was built as a place to engage new audiences. It features a gallery of video adventures and a lead-capture form which incentivizes new members to sign up in order to receive future communications.

THE MESSAGING

Get Up. Get Out.

It's a simple message, but extremely powerful. We believe that adventure in Kansas is accessible to everyone. To be a member of Kansas Outdoor Corps, the initiation is simple. All you have to do is Get Up and Get out.







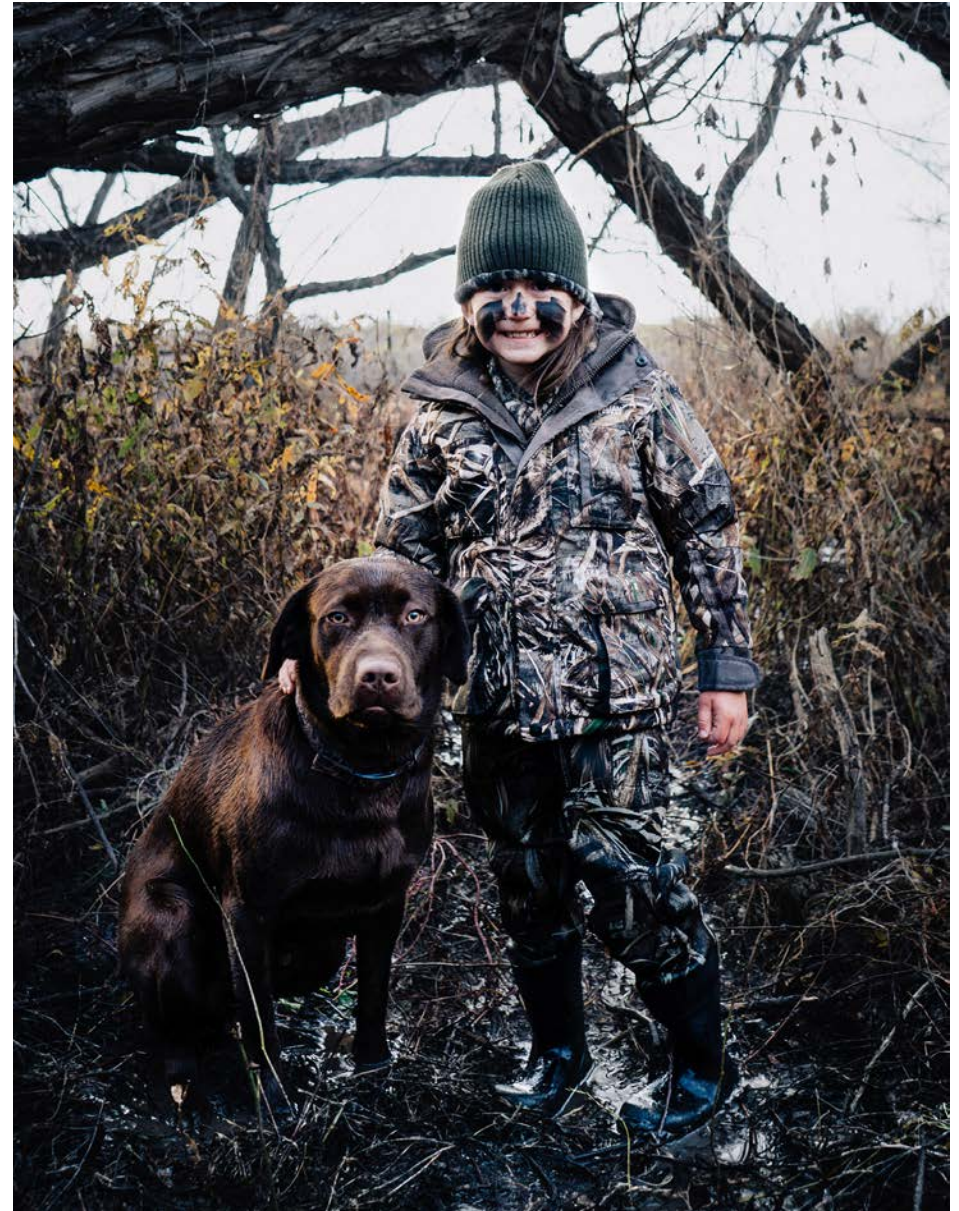




THE RESULTS

Kanas Outdoor Corps received more than 200 membership sign-ups in its first year. Our video content has more than 90,000 organic views. We have been featured in Le Moulching, Outside TV, Kansas! Magazine, Moldy Chum, and Badfish.

KOC has attracted the attention of some of our favorite brands and our content has been sponsored by; Yeti, Smith Sunglasses, Sitka, FishOn Energy, Blue Haley, Rep Your Water, Tanglefree, Redington, Orvis, PostFly Box, Gator Waders.





topeka zoo & conservation center

Topeka Zoo and Conservation Center

THE SETUP

Topeka Zoo and Conservation Center is the number one family attraction in Topeka, drawing more than 250,000 visitors through the gate annually. With a major expansion project underway, Topeka Zoo sought to increase its reach to a more regional audience and grow its market share in the increasingly competitive family entertainment category.

THE ESSENTIALS

- A family-friendly image
- Placing the zoo's conservation initiatives at the forefront
- Encapsulate the sense of excitement and wonder created by the animal kingdom





Arthropod



Mammal



Conservation



Horticulture



Reptile



Amphibian



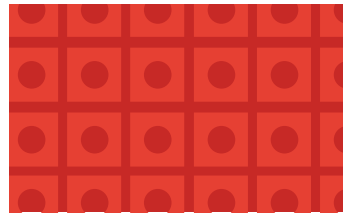
Rainforest



Bird



Fish



topeka
zoo
& conservation
center

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THE WORK

In our research, we found that the understanding of the purpose of the zoo and the individual's reason for visiting varied greatly. To develop the brand for Topeka Zoo and Conservation Center we looked at the commonalities that could be easily understood and highlighted. We continuously came back to the sense of wonder created by the animal kingdom. We looked to create an expansive brand that tells the story of Topeka Zoo and Conservation Center and puts its best attributes on display as a rallying point for brand champions.

We developed an abstracted icon set built from the animal kingdom that lays the foundation for telling Topeka Zoo and Conservation Center's story. These icons are intended to subtly guide the viewer while leaving room for their imagination to fill in the rest of the story.

When developing a color palette for the new brand, we wanted to reflect the vibrancy and diversity of the animals and habitats the zoo is working to preserve. The expansive palette consists of primary and secondary colors which portray the sense of excitement created by the zoo. The colors are warm and inviting, drawing to the family-friendly image important to the zoo's visitors.

THE MESSAGE

Conserve > Care > Know > Learn > Experience

In order to conserve, you must first care. To care, you must first know. To know, you must learn. To learn you must experience.

Conservation in Action

Conservation and conversation are not the same things. Through Topeka Zoo and Conservation Center, patrons see tangible conservation efforts. The research conducted at Topeka Zoo enables zoos all over the world to collaborate and help further the conservation mission.

Every Choice is a Change

Every choice we make has an implication on the world around us either for the better or for the worse. Carrying your own shopping bag into the store to reduce plastic bag use, trading in the SUV for a Prius; these are changes that make a positive impact. With Topeka Zoo, even our choice for entertainment and experience can create a positive change.



BEFORE:



AFTER:



THE RESULTS

Topeka Zoo and Conservation Center's new brand family tells the complete story of the iconic institution. The zoo's brand introduction video was viewed 23,000 times, while membership revenues for the organization increased by 38%.



THANK YOU!

BAJILLION AGENCY

785-408-5927

andrea@bajillion.agency

www.bajillion.agency

100 S Kansas Ave

Topeka, Kansas 66603



BUDGET FOR AGENCY SERVICES | EL DORADO, KANSAS

Research

Brand Immersion, Audit + Analysis \$3,500

Community Impact Forum \$3,500

Brand + Key Messages Development (3 concepts) \$13,000

Strategic Marketing Plan \$3,950

150th Anniversary Marketing Elements..... \$3,500

TOTAL **\$27,450**

Terms

5 monthly payments (\$5,490) with the first payment due upon signing. 5% discount will apply if the entire contract is paid in full upon sign off. Quoted costs are based on our current understanding of your needs. If it is determined during the course of the project that additional needs or functionality is required, an estimate will be provided at that time. All estimates include account service and meetings. Estimates do not include printing or licensing fees unless specified.

FOR FUTURE CONSIDERATION

Signage

Photography

Video

Digital Marketing

Advertising for Lake

Signature

Date



WHAT TO EXPECT...

Project Management

To help guide your project through the brand or campaign building process, you will be assigned an agency Account Leader. Your Account Leader is the strategic link between you and the rest of our agency. They will provide a project timeline, track the status of your projects and share it regularly. Our best practice is to agree upon contacts, meeting, and reporting frequency at the beginning of an engagement. We understand that life and work can get busy so your Account Leader will work with you to identify a primary point of contact from your team. By designating a decision maker within your organization that can provide timely answers to information our Agency needs, your project will stay on track more efficiently.

Project Delivery vs. Payment Schedule

We know you will be on the edge of your seat with excitement anticipating your new logo, website, video or other collateral. We are just as excited! However, as the saying goes, Rome wasn't built in a day. We've set up your payment plan to correspond with the estimated length of your project. As we outlined in our process, typically the beginning phase of your projects is foundational and starts with strategy and research. You may not start seeing tangible deliverables until the latter months of our engagement. Kind of like when you're building a house; drawing the blueprints, pouring the foundation, framing and pre-wiring, but you can't move in yet. It's really important that the work goes in, so when the final touches are in place it's built on a sturdy foundation.

Timeliness + Responsiveness

We respect and value your time. You can expect a response from your Account Leader within 48 business hours. They may not have the answer to your question but they will acknowledge your need and let you know a timeframe to expect an answer. If they are out of the office, you can get a hold of our office and we will connect you to someone who can assist in your Account Leader's absence.

Your project timeline is created with the assumption that we have received the information or assets we need from your team by the deadline agreed upon by you and your Account Leader, so our team can work when your project is in the queue. If we don't receive the information needed by the deadline, the entire project timeline will likely be shifted.

Change in Timeline

Our priority is to deliver high-quality work. If an act of God (such as road conditions or weather impacts your shoots), or if we don't have the assets from your team required to complete your project at the level of quality and completion that we both expect, we will communicate timeline shifts clearly.

The creative process takes time...we want to deliver projects that we are proud of and that you will be proud of. We reserve the right to shift a timeline to make room for magic. Sometimes a big idea strikes in the final hour, and we want to be able to explore it for you before presenting our best recommendation.



WHEN EXPECTING A BRAND

Final Approvals and Change Requests

In the event that you need to provide feedback for tweaks, we require that this be provided by your designated primary point of contact, and that you are providing one set of feedback. Often, when there are multiple opinions incorporated, they will give conflicting direction. Therefore, your primary contact will need to provide clear direction on what changes your team wants us to make. You will have up to two rounds of tweaks for each project. We will need this information by the agreed upon deadline. This does not include adding to scope.

When approval is given (whether verbal or written) on an element or a project, we take that as final approval on behalf of your leadership team. This means that we trust that if anyone else on your team needs to approve it, you have taken that step internally before approving. If, after having provided approval for an item or element, there is a change requested, an additional estimate will be provided for the changes to be made.

Most projects build on each other, so your brand and elements are cohesive. Your approval will impact other items that we have moved forward with. In the event a global brand change is requested (such as a Pantone color, key messages, fonts, logos, etc.), an estimate will be provided for updates to all the items in your branded elements that are impacted by this change, if changes are required.

Emergencies

Our business hours are Monday through Friday, 8am - 5pm. Emergencies that justify expectations for after-hours communications: a website down, event deadline, social media comments that are troublesome (having reputation repercussions). In the event of an emergency, we will respond and let you know when we'll have more information and when you can expect a fix. If you can't reach your Account Leader within business hours and it is an emergency, please call the main number and let our team know you're not able to get a hold of your Account Leader.

Referrals

Our agency runs on coffee and referrals! When we have demonstrated the professionalism in which we do business, you may think of people who would benefit from our services. We would be honored to be referred by you. When you launch your brand, people will notice and want to talk to you about it. When they do, we would appreciate an introduction to them! We also love sharing our client's successes and showing the beautiful, smart work that you inspire. We will be looking for strategic introductions to make to you, and look forward to an ongoing partnership.



TERMS & CONDITIONS

TERMS

The performance of the design and production services and delivery of tangible property described in the contract or invoice of which these terms and conditions are a part (or are on the face hereof) by BAJILLION Agency to the client identified in the attached contract or invoice ("Client") is governed by the following terms and conditions. Unlike otherwise agreed in writing, BAJILLION Agency expressly rejects any additional or different terms or conditions proposed by Client.

DESCRIPTION OF WORK

The Agreement for the project described in this proposal to which these terms and conditions are attached shall consist of the final proposed recommendations, these terms and conditions, and any change orders set forth in writing and executed by BAJILLION Agency and the Client after the acceptance of the original Scope of Work. Changes to the Scope of Work may result in adjustments to the charges.

PAYMENT

Payment for Design and Production Services will be made as follows. 50% of the estimated Costs are due upon acceptance of the proposal unless otherwise stated in the proposal. The remaining balance (including any and all expenses for vendors, service providers, specialists or subcontractors engaged in accordance with the proposal not paid in advance by Client) will be due upon delivery of the finished Project. Except for the portions of invoices that are disputed in good faith by the Client for not being in accordance with the terms and conditions of this Agreement, any amounts not paid when due shall accrue interest at the rate of 1.5% per month from the date due until paid. BAJILLION Agency reserves the right to withhold delivery of all electronic and/or printed materials until the undisputed portion(s) of overdue invoices are paid.

CHANGES TO THE SCOPE OF WORK

Alterations made by the Client to the Scope of Work shall obligate the Client to additional fees and costs. These may include but are not limited to: changes made to copy after the final copy has been submitted; changes made to the design once layouts, website design, or site map have been approved; extensive alterations; a change in marketing objectives on the part of the Client and new work requested by the Client after the execution of the Agreement. All production costs are based on the assumption that copy will be provided electronically. Change orders will be prepared by BAJILLION Agency and provided to the Client outlining the changes to the Scope of Work, and any additional costs for those changes. Hourly rates quoted in proposals will remain in effect until further written notice is given. If BAJILLION Agency is unable to meet the delivery schedule set forth in the Agreement due to delays by Client or changes requested by Client in the Scope of Work, BAJILLION

Agency may, in its discretion, revise the production schedule as necessary and provide for adjustments in the costs for the Project.

OVERTIME/RUSH CHARGES

Estimates are based on normal and reasonable time schedules, and may have to be revised to take into consideration any "rush" requests requiring overtime or weekends. Knowledge of Client's deadline is essential to provide an accurate estimate of costs. BAJILLION Agency overtime incurred at the Client's request will be billed at a 25% surcharge. The Client will also be responsible for additional charges imposed by outside suppliers, such as pre-press or printers, to meet Client's "rush" requests. To the extent possible, BAJILLION Agency will advise Client of all situations that require overtime and/or rush charges, and the amount of additional compensation that will be charged to meet such overtime requirements or rush requests. Rush or over-time fees may be incurred if the Client does not meet approval or content deadlines which have been established to meet the Client's desired schedule.

OWNERSHIP AND USAGE RIGHTS

The rights to be granted by BAJILLION Agency under this Agreement will be transferred to Client once full payment for services is made by Client to BAJILLION Agency. Upon receipt of full payment, the Client is hereby granted exclusive and unlimited usage and reproduction rights to the final designs prepared for Client as part of the Project unless otherwise stated previously in the proposal. Except for the foregoing license, all right, title and interest to all designs and artwork (whether draft or final versions) remain with BAJILLION Agency or its contractors or vendors, as applicable. This includes, but is not limited to, layouts, animations and designs created by BAJILLION Agency or its contractors or vendors, computer disks containing such layouts, photography or illustration created by independent photographers or illustrators commissioned by BAJILLION Agency, and photography or other images purchased by BAJILLION Agency from a stock agency on the Client's behalf. BAJILLION Agency reserves the right to reproduce any and all designs created by BAJILLION Agency in print and electronic media for BAJILLION Agency's promotional purposes for an unlimited period of time. BAJILLION Agency has the right to retain, or if applicable, Client agrees to provide BAJILLION Agency with, 10 printed samples of each tangible product produced as a result of the Project. In developing any brandmarks, BAJILLION Agency will use reasonable commercial efforts, consistent with standards in the industry, to ensure that any such brandmarks are original. BAJILLION Agency's efforts shall not include a complete trademark clearance search. Should a higher level of assurance be required by Client, the services of a trademark search firm and intellectual property attorney should be retained by Client.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Each Party will not, at any time, whether during or after the termination or expiration of this Agreement, for any reason whatsoever, disclose to any person or entity or use for any purpose other than fulfilling its obligations hereunder, the other Party's Confidential Information, as defined below. Any concepts, business strategies, trademarks, service marks, materials, outlines, etc. provided to a Party by the other Party constitute trade secrets and Confidential Information under this Agreement and shall not be used by the other Party for any other purpose than for the purpose of the Project.

CONFIDENTIAL INFORMATION

Confidential Information means all confidential and proprietary information of either Party, including, without limitation, information relating to: the business; trade secret information; client, investor, customer and supplier lists, and contracts or arrangements; financial information; market research and development procedures, processes, techniques, plans and results; investment or acquisition opportunities, pricing information or policies; computer software, passwords, programs or data; and all other business related information, whether such information is in written, graphic, recorded, electronic, photographic, data or any machine readable form or is orally conveyed to or developed by the other Party; provided that Confidential Information shall not include information which: (a) is in or hereafter enters the public domain through no fault of the receiving party; (b) is obtained by the receiving party from a third party having the legal right to use and disclose the same; (c) is in the possession of the receiving party prior to receipt from the disclosing party, as evidenced by the receiving party's written records predating such receipt; (d) is independently developed by the receiving party as evidenced by written record proving such independence; or, (e) is required to be disclosed by governmental order or judicial subpoena, provided that prior to disclosure the receiving party shall give the disclosing party prior notice to allow the disclosing party an opportunity to obtain an appropriate protective order.

RETURN OF CONFIDENTIAL INFORMATION

Each Party shall, upon the request of the other Party, return to the other Party all written or other descriptive materials containing Confidential Information or otherwise relating to the other Party, its business and its intellectual property, including, but not limited to, drawings, blueprints, descriptions, notes, analyses or other papers or documents which contain any such information. In any event, upon the completion or expiration of this Agreement, or if this Agreement is terminated for any reason, each Party shall, without request by the other party, return all aforementioned Confidential Information; provided that each party may retain one archival copy of the Confidential Information, solely for the purpose of determining its obligations under this Agreement.



TERMS & CONDITIONS

INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other and its affiliates, officers, agents, and employees, from any and all claims, suits, actions, demands, damages, liabilities, expenses (including reasonable fees and disbursements of counsel), judgments, settlements and penalties of every kind that may be asserted or incurred including but not limited to: (a) any breach by such Party of any trademark, tradename and/or copyright infringement, invasion of privacy, defamation, or other wrongful use of any pictures, photographs, images, copy or other materials; and/or (b) the negligent, intentionally wrongful or illegal acts or omissions of such Party, its employees, agents, subcontractors or other representatives and/or (c) violations of any federal, state, local and/or international laws, rules and/or regulations to which such Party is subject.

APPLICABLE LAW/DISPUTE RESOLUTION

This agreement shall be governed by, and construed under, the laws of the State of Kansas. In the event of a dispute arising under this Agreement, the dispute shall be finally settled by arbitration under the Rules of the American Arbitration Association (the "AAA"). The Arbitration shall be held in Topeka, Kansas. The arbitration shall be held before a single arbitrator, selected in accordance with the rules of the AAA. The arbitrator's award shall be final and shall be enforceable in any court of competent jurisdiction. The arbitrator shall award the prevailing party its costs of such arbitration including, but not limited to, reasonable attorneys' fees. If a party refuses to comply with the rendered award, and the other party enters an application for judicial enforcement thereof, the refusing party shall bear all of the expenses incurred in connection with such application. Nothing in this Paragraph 11 shall prevent either party from resorting to judicial process if injunctive or other equitable relief from a court is necessary to prevent serious and irreparable injury to one party or to others.

CANCELLATION

In the event the Client cancels this Agreement prior to the completion of the Project, within five (5) business days of such cancellation, Client shall pay (a) BAJILLION Agency for all work performed by BAJILLION Agency up to the date of termination, (b) for all contracted for Outside Expenses and commitments that have been incurred and cannot be canceled and (c) a cancellation fee equal to 15% of the remaining fees that would otherwise have been paid to BAJILLION Agency if the Agreement were to have been fully performed.

ERRORS

The Client has the responsibility to proofread and examine all work produced during the Project. Therefore, the Client is ultimately responsible for any typographical, spelling, grammatical, copy, photographic, illustrative, layout or other errors discovered after printing or reproduction, or for any work or services performed by any party selected by the Client. In the event the Client determines that there are errors in the work produced during the Project, Client shall notify BAJILLION Agency of any errors within 48 hours of Client's determination. Failure to promptly notify BAJILLION Agency shall constitute a waiver by Client of any claim arising out of such errors.

PERFORMANCE

Each party shall use commercially reasonable efforts or fulfill its obligations hereunder, but shall in no event be responsible for any failure or delay in performance due to any catastrophe, natural causes or government authority, civil strife, or any other cause beyond the control of such party. In no event shall BAJILLION Agency's liability exceed the sum of payments received from the Client under this Agreement. Neither party shall be liable to the other for any consequential, indirect, special or punitive damages, even if such damage were reasonably foreseeable.

PRICING

The prices set forth in this Agreement are valid for three months and represent BAJILLION Agency's good-faith estimate of costs included in the price. If printing is a component of this estimate, printing prices are not guaranteed until paper has been ordered. BAJILLION Agency shall inform Client promptly if any variations in costs or outside expenses are anticipated.

WAIVER

Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach whether or not similar.

SEVERABILITY

If any provision of this Agreement shall be deemed void in whole or in part for any reason whatsoever, the remaining provisions shall remain in full force and effect.

INDEPENDENT CONTRACTOR

In performing their respective obligations under this Agreement, the parties agree that their relationship is that of independent contractors and not that of a partners, joint venturers, agents, employees or part-time employees of the other party. Neither party will represent itself as, act or purport to act as or be deemed to be the agent, representative, employee or servant of the other party.

NOTICES

If either party is required or permitted to send the other party any notices, such notices shall be in writing and sent to the other party at its last business address by registered or certified mail, postage prepaid, return receipt requested or by private overnight delivery service, return receipt requested. Notices shall be effective upon receipt.

ENTIRE AGREEMENT

This Agreement and the attachments hereto represent the entire agreement between BAJILLION Agency with respect to the performance of the outlined services and supersedes any prior oral or written agreements of discussions, may not be modified or amended unless in writing signed by each of the parties, and may not be assigned by either party without the written consent of the other party which consent will not be unreasonably withheld.

PHOTOGRAPHY, VIDEO, MUSIC AND OTHER LICENSED WORK SHARING POLICY

As a major element of your marketing materials, we recommend that each of our clients have different photos, videos, and music in their marketing and sales materials. In the event that a partnering business would like to share the photos, to protect intellectual property rights of our clients and our agency, our policy is as follows: The owner/decision marker of the business that originally commissioned the photo shoot through BAJILLION Agency or MotoVike Films gets to decide if and what photos they want to allow another company to use, and must give written approval. Of those photos, there is a \$70 per photo additional license fee, with a minimum of \$500 per location group of photos. This is to cover our team's billable time to coordinate the requests, licensing, and the use of intellectual property. A client may "gift" a photo to a client or special person, but the client who commissioned the photo must pay an additional \$70 per photo licensing fee, with no minimums, and must provide a written request in advance of use, for each additional license for use. Photo license is \$70 per company using the photo.

2018 Commission Priorities

Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: Tabitha Sharp, City Clerk
SUBJ: Prairie Trails Golf Course Rates
DATE: May 1, 2020

Background:

Staff have been working to reopen the golf course and would like to propose the attached rates for use in 2020. The rates are the same as golfers were paying with GreatLife with the exception of the cart fees which are reduced. Golfers who wish to be a pass holder will be on a monthly plan which will be billed and paid by bank draft.

Policy Issue:

The Commission must decide whether the proposed rates will be appropriate for Prairie Trails.

Fiscal Impact:

These rates will provide the City with the revenue estimated by staff at the last meeting as long as the number of golfers remains consistent.

Staff Recommendation:

Approve the recommended rates.

Commission Actions:

Commissioner _____ moved to approve the pass holder rates as provided.

Commissioner _____ seconded the motion.

Prairie Trails Golf Course

Pass Holder Rates and Benefits

Rates for the remainder of 2020 will offer seven days unlimited access to the golf course including cart and range for only \$86 per month for an individual. Family rate will be \$129 per month. Family is defined as a spouse or significant other living in the same residence and children under the age of 24 living in the same residence as the primary pass holder.

- All plans are a twelve month obligation and will be billed each month and paid by bank draft.
- Rates are guaranteed until December 31, 2020
- Reduced entry to themed tournaments

Daily Rates

- | | |
|--|------|
| • Sunday- Saturday 18 Holes with Cart | \$35 |
| • Sunday-Saturday 9 Holes with Cart | \$25 |
| • Sunday-Saturday 18 Holes Walking | \$25 |
| • Sunday-Saturday 9 Holes Walking | \$15 |
| • Monday-Friday Youth Rate Walking(16 and Under) | \$10 |

2018 Commission Priorities

Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: Tabitha Sharp, City Clerk
SUBJ: Discussion Items
DATE: May 1, 2020

Discussion Items

15. COVID-19 Update
16. Temporary Suspension of Work Sessions
17. Sponsorships and Advertising on Municipal Assets