EL DORADO
KANSAS

EL DORADO CITY COMMISSION - REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
December 2, 2024 - 5:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Invocation** - Pastor David Crook, First Southern Baptist Church
4. **Pledge of Allegiance**

Proclamations and Recognition

Personal Appearances. Personal appearances are opportunities for organizations or citizens to make special presentations before the City Commission. Such appearances are scheduled in advance of the meeting by calling City Clerk Emerald Ashlock at (316) 321-9100 by 5:00 pm the Tuesday preceding the meeting. Presentations are limited to ten minutes. Any presentation is for information purposes only; no action will be taken.

Public Comments. Persons who wish to address the City Commission regarding any matter that is under the jurisdiction of the City Commission may do so when called upon by the Mayor. Comments on personnel matters, matters pending in court, and land use matters are not permitted. Land use Public Hearings are held during Planning Commission meetings.

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.)*

5. City Commission Meeting Minutes from November 18, 2024
6. 2025 Cereal Malt Beverage Licenses for the following locations:

   On Premises CMB:
   Pizza Hut – 729 N. Main Street
   Two Brothers BBQ – 1701 W. Central Avenue

   Off Premises CMB:
   Sunny Stop East – 301 E. Central Avenue
   Sunny Stop West – 2575 W. Central Avenue
   Dollar General – 536 N. Main Street
   Dollar General – 2408 W. Central Avenue
   Jump Start Store #08 – 1631 W. Central Avenue
   Jump Start Stores Inc – 701 N. Main Street
   QuikTrip #310 – 2314 W. Central Avenue
   Casey's General Store #3331 – 2627 W. Central Avenue
   Casey's General Store # 1810 – 1310 N. Main Street

Wal-Mart #186 – 301 S. Village Road
Dillons #29 – 700 N. Main Street

7. Purchasing Policy Amendment

Public Hearing

8. Public Hearing Considering an Amendment to the 2024 Budget

Old Business

New Business

9. Consideration of an Amendment to the 2024 Budget of the City of El Dorado, Kansas

10. Consideration of Approval of a Resolution Establishing Urban Area Boundary Lines.

11. Consideration of Resolution to Approve the Urban Functional Classification System.

12. Consideration of a Resolution Approving the Removal of On-Street Regulatory Parking Restrictions in the Downtown Core of El Dorado, Kansas.

13. Consideration of an Agreement Approving the Airport Taxiway Edge Lighting Upgrades.

14. Consideration to Terminate the Holiday Inn Express Community Improvement District

Discussion Items

Reports

15. City Commission and Advisory Board Updates

16. City Manager

Adjournment

17. Consideration of a motion to adjourn

EL DORADO CITY COMMISSION MEETING **November 18, 2024**

The El Dorado City Commission met in a regular session on November 18, 2024, at 5:30 p.m. in the Commission Room with the following present: Mayor Bill Young, Commissioner Kelly Tetrick, Commissioner Syndee Scribner, Commissioner Leon Leachman, Commissioner Kendra Wilkinson, and City Manager David Dillner Absent:

VISITORS

Mike Holton	Police Chief	El Dorado, KS
Tabitha Sharp	Assistant City Manager	El Dorado, KS
Scott Rickard	Director of Engineering	El Dorado, KS
Sam Cooper	Management Intern	El Dorado, KS
Wendy McPhillips		El Dorado, KS
Emily Connell	El Dorado Main Street	El Dorado, KS
Corey Landreth	Haverhill Real Life Church	El Dorado, KS
Gregg Mudd	El Dorado Chamber	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the November 18, 2024, meeting to order.

INVOCATION

Pastor Corey Landreth, Haverhill Real Life Church, opened the meeting with an invocation.

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PROCLAMATIONS AND RECOGNITION

There were no Proclamations.

PERSONAL APPEARANCE

Mayor Bill Young opened the floor for Personal Appearances.

Gregg Mudd, El Dorado Chamber of Commerce Director, presented the 3rd Quarter recap.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

Mayor Bill Young closed public comment.

CONSENT AGENDA

Approval of City Commission Work Session Minutes from October 16, 2024, City Commission Work Session Minutes from October 30, 2024, City Commission Meeting Minutes from November 4, 2024, and City Commission Work Session Minutes from November 13, 2024.

Approval of Appropriation Ordinance No. 10-24 in the amount of $2,879,149.58.

District 142 CDBG Extension.

Commissioner Leon Leachman moved to approve the consent agenda.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5-0.

PUBLIC HEARING

There was no Public Hearing.

OLD BUSINESS

There was no old business.

NEW BUSINESS

CONSIDERATION OF AN ORDINANCE ZONING CERTAIN LAND IN THE CITY OF EL DORADO, KANSAS, C-2 CENTRAL BUSINESS DISTRICT, AND AMENDING THE ZONING MAP OF THE CITY.

City Engineer Scott Rickard stated that The Planning Commission held a public hearing on October 24, 2024, to review an application to rezone the lot at 119 W Ash from C-1 General Business District to C-2 Central Business District. The applicant, AJW Development Fund, proposes building residential apartments on the second floor. After reviewing the case, the Planning Commission unanimously approved the rezoning request.

Commissioner Kelly Tetrick moved to approve an Ordinance Zoning Certain Land in the City of El Dorado, Kansas, C-2 Central Business District, and Amending the Zoning Map of the City.

Commissioner Syndee Scribner seconded the motion.

Motion carried 5-0.

CONSIDERATION OF AN ORDINANCE AMENDING THE CITY OF EL DORADO, KANSAS, ZONING REGULATIONS

City Engineer Scott Rickard stated that the Planning Commission held a public hearing on October 24, 2024, to designate the city website as the official newspaper of general circulation for publications. Before public hearings, an official notice must be placed in the newspaper of general circulation at least 20 days before the hearing. This change will stay consistent with the other City publications adopted earlier this year. After reviewing the case, the Planning Commission unanimously approved the rezoning request.

Commissioner Syndee Scribner moved to approve the Ordinance Amending the City of El Dorado, Kansas, Zoning Regulations.

Commissioner Kelly Tetrick seconded the motion.

Motion carried 5-0.

CONSIDERATION OF AN ORDINANCE AMENDING TITLE 15, THE ESTABLISHMENT OF THE APPEAL BOARD OF THE EL DORADO MUNICIPAL CODE

City Engineer Scott Rickard stated that The Board of Zoning Appeals is the Board created by the Governing Body with jurisdiction and the statutory authority to hear and determine appeals and variances to the zoning regulations. Currently, the Board of Zoning Appeals meets only every couple of years. Since the Planning Commission meets frequently and stays current on the zoning regulations, City staff wants to streamline the process and designate the Planning Commission to function as the City's Board of Zoning Appeals. After reviewing the case, the Planning Commission unanimously approved the rezoning request.

Commissioner Syndee Scribner asked why someone would need to go in front of the Board of Zoning Appeals.

City Engineer Rickard stated that most recently they met for a project that needed to happen closer to the person's house than setbacks would allow. The Board met and discussed the need for different variances. He stated that there are very few situations that would call for the need for a variance.

Commissioner Kelly Tetrick moved to approve the proposed amendments to designate the Planning Commission to function as the Board of Zoning Appeals and that Zoning be approved.

Commissioner Syndee Scribner seconded the motion.

Motion carried 5-0.

Commissioner Kelly Tetrick moved that Ordinance for the amendment to Title 15.48.200 of the El Dorado Municipal Code be approved.

Commissioner Syndee Scribner seconded the motion.

Motion carried 5-0.

CONSIDERATION OF A RESOLUTION APPROVING THE PLACEMENT OF TRAFFIC CONTROL DEVICES ON PARK AVENUE.

City Engineer Scott Rickard stated that after receiving a request for a stop sign at Park Avenue and Summit Street, staff reviewed the relevant data and felt that the intersection warrants the sign. The attached resolution would update the City's municipal code to reflect the request. The proposed improvement involves removing the existing yield signs on Park Ave. to enhance safety and traffic control at this intersection.

Commissioner Kelly Tetrick asked why it was a Yield Sign and not a spot sign to begin with.

City Engineer Rickard stated that it was about the number of vehicles traveling east and west versus north and south.

Commissioner Kendra Wilkinson moved to approve a Resolution approving the Placement of Traffic Control Devices on Park Avenue.

Commissioner Leon Leachman seconded the motion.

Motion carried 5-0.

DISCUSSION ITEMS

There were no Discussion Items.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Commissioner Kelly Tetrick stated that the Library Board met. He stated that they gave out over 700 books at the Trick or Treat Down Main Street event. He stated that they have event passes to hand out to anyone who has a library card.

Commissioner Syndee Scribner stated that REAP is currently doing internal assessments to determine if they are benefiting the cities.

Commissioner Leon Leachman stated that Parks and Rec will meet next week.

Commissioner Kendra Wilkinson stated that the posters for the Old-Fashioned Christmas Celebration Flyers will be going out this week. She listed off all of the events happening.

Mayor Bill Young stated that the EFABC Administrators are reviewing the by-laws.

CITY MANAGER REPORT

City Manager David Dillner stated that the Animal Shelter RFP was sent out and is due December 6th.

City Manager Dillner stated that the Storm Sewer has been installed at Main and Central. The project will continue to move West to Gordy St.

City Manager Dillner stated that the Constant Creek Project will begin soon.

City Manager Dillner stated that the CDBG Project is nearly completed. The reason behind the extension is so they can finish the closing documents.

City Manager Dillner stated that on December 2nd there will be a proposal for removal of all parking restrictions downtown.

ADJOURNMENT

Commissioner moved Leon Leachman to adjourn the meeting at 6:15 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5– 0.

______________________________	______________________________
City Clerk Emerald Ashlock	Mayor Bill Young

TO: City Commission
FROM: Tabitha Sharp, Assistant City Manager
SUBJ: Purchasing Policy Amendment
DATE: December 2, 2024

Summary:
The purchasing policy approved in November 2023 was missing instructions on purchases between $50,001 and $99,999. Staff have amended the policy as follows:
Section 8.3
Purchases between $50,001 and $99,999 – Purchases between $50,001 and $99,999 shall have three written quotes. These quotes should be provided to the Finance Director or their designee who shall keep them on file until December 31 of the year following the purchase.

Attachments:
1. 2025 Purchasing Policy

Funding Source:
NA

Operation Impact:
These instructions provide directions for purchases between $50,001 and $99,999, ensuring that purchases are made responsibly.

Options/Alternatives:
Other instructions could be provided at the request of the Commission.

Staff Recommendation:
Approve the Resolution amending the purchasing policy.

Commission Action:

SUBJ: Purchasing Policy
RES:
DATE: December 2, 2025

Section 1: Background
The governing body of the City of El Dorado, Kansas, desires to eliminate the necessity of the governing body's approval for normal budgeted operating and maintenance purchases. The City Manager's office will maintain proper and adequate records of the City's purchasing to maintain compliance with Kansas cash basis and budget laws.

Section 2: Purpose
The purposes of this policy are to:

1. Provide written procedures for procuring supplies and services that may be purchased with or without specific authorization from the governing body;
2. Make all employees aware of the requirements of adequate written authorization necessary to make purchases or enter into contracts;
3. Set the requirements for the classification of a purchase as a capital asset;
4. Set the requirements for procuring professional services; and
5. Establish a code of conduct for City elected officials, staff, or agents regarding the procurement of supplies and services for the City.

Section 3: Definitions
The following definitions shall apply to the implementation of this policy:

1. *Capital Asset* – Purchases in which the dollar amount is $25,000 or greater, and the item has a useful life of three (3) or more years.

2. *Change Order* – A written order signed by the City Manager, or his/her designee, directing a contractor to make changes in a contract.

3. *Contract* – All types of City agreements for purchasing or disposing supplies, services, or construction.

4. *Emergency Situation* – Situations in which department operations would be severely hampered and adversely impacted if a purchase was not made immediately.

5. *Gratuity* – Any item or service of value greater than $25.00.

6. *Local vendor* – A business, corporation, individual, or other entity organized to do business within the State of Kansas and who operates a physical presence within the corporate limits of the City of El Dorado.

7. *Non-Competitive Negotiations* – Non-Competitive Negotiations include any method of purchasing or procuring supplies or services not included in Competitive Sealed Bidding, Competitive Negotiations, or Small Purchases.

8. *Purchasing* – Buying, purchasing, renting, leasing, or acquiring any supplies, services, or construction.

9. *Purchasing Program* – Purchasing cooperatives available to various organizations due to their distinction as a government entity or through a professional association.

10. *Reoccurring Purchase* – A service or supply purchased more than once by a department during a budget year. For example, road salt costs $50 per ton, but aggregate purchases of this material during the year exceed $2,500.

11. *Service* – The furnishing of labor, time, and/or effort by a contractor not involving the delivery of a specific end product other than reports, which are merely incidental to the required performance.

12. *Sole Source* – Items or services available only from a single supplier.

13. *Substantial Interest* – The following criteria shall define an individual's substantial interest for the purposes of this policy:

    a. If an individual or an individual's spouse, individually or collectively, has owned within the preceding twelve (12) months a legal or equitable interest exceeding $5,000 or 5% of any business, whichever is less;

    b. If an individual or an individual's spouse, individually or collectively, has received during the preceding twelve (12) months' compensation which is or will be required to be included as taxable income on federal income tax returns of the individual and spouse in an aggregate amount of $2,000 from any business or combination of businesses;

    c. If an individual or an individual's spouse, individually or collectively, has received in the preceding twelve (12) months, without reasonable and valuable consideration, supplies or services having an aggregate value of $500 or more from a business or combination of businesses;

d. If an individual or individual's spouse holds the position of officer, director, associate, partner, or proprietor of any business, other than an organization exempt from federal taxation of corporations under section 501(c)(3), (4), (6), (7), (8), (10) or (19) of chapter 26 of the United States Code, the individual has a substantial interest in that business irrespective of the amount of compensation received by the individual or individual's spouse; or

e. If an individual or an individual's spouse received compensation which is a portion or percentage of each separate fee or commission paid to a business or combination of businesses, the individual has a substantial interest in any client or customer who pays fees or commissions to the business or combination of businesses from which fees or commissions the individual of the individual's spouse, either individually or collectively, received in aggregate of $2,000 or more in the preceding calendar year.

14. *Supply or Supplies* – All property, including but not limited to, equipment, materials, printed materials, insurance, and real property leases, excluding land or a permanent interest in land.

15. *Vendor* – Seller of supplies and/or services, and includes any person representing the vendor.

Section 4: Purchasing Authority

The following governing body, officers, employees, and agents of the City shall have the authority to take the following actions:

1. Governing Body
   a. Adopt the annual operating budget to determine levels of expenditures by fund, department, and program.
   b. Adopt a policy for the purchasing of all supplies and services.
   c. Review and approve non-capital purchases over $100,000.
   d. Review and approve all purchases of Capital Assets valued over $100,000.
   e. Approve all leases of equipment with annual payments exceeding $100,000.

2. City Manager or his/her designee
   a. Approve all purchases up to $100,000.
   b. Present purchasing recommendations to the governing body for non-capital purchases over $100,000.
   c. Implement and enforce provisions of the adopted policy for purchasing all supplies and services.
   d. Exercise discretion and authority to override this policy in emergency situations to provide for the City's best interest and inform the governing body of all such decisions.

3. Assistant City Manager/Finance Director
    a. Approve all purchases up to $50,000.
    b. Weekly review of all purchases of supplies and services.
    c. Monitor expenditures and advise the City Manager of monthly expenditures.
    d. Ensure budgeted levels for each fund are not exceeded.
    e. Make recommendations to the City Manager for updating the purchasing policy and procedures.
    f. Oversee competitive bid processes according to state statutes and local policy.
    g. Authorize appropriate personnel to make purchases.

4. Department Directors
    a. Approve all purchases up to $15,000.
    b. Inform personnel of purchasing requirements and ensure adherence.
    c. Plan purchases to allow sufficient time to obtain proposals or quotations, determine the best vendor, obtain any necessary approvals from staff and/or the governing body, and issue orders or contracts with reasonable time for delivery.
    d. Department Directors may designate up to two employees to exercise purchasing authority on his or her behalf. The Assistant City Manager/Finance Director must approve any employees delegated such purchasing authority.

5. Employees
    a. Employees, at the discretion of Department Directors, are approved to make purchases up to $1,000.
    b. Conferences, seminars, and workshops not exceeding the budgeted line item total do not require the governing body's authorization. Department Directors must approve professional development purchases before enrolling in the conference, seminar, or workshop. The City Manager, or his or her designee, shall approve all conferences, seminars, or workshops located out of state.
    c. School tuition subject to reimbursement by the City, not exceeding the budgeted line item total, does not require authorization of the governing body. Department Directors and the City Manager must approve tuition reimbursement before enrolling in any educational course.

Section 5: Prohibited Purchases
The following purchases cannot be made from City funds:

1. The purchase of any illegal substances or services;
2. Gambling-related purchases; or
3. Purchases made for personal benefit with no value to the City.

Section 6: Vendor Selection
1. Vendor Participation

    a. Vendors interested in receiving requests for bids and proposals should monitor the City's website at www.eldoks.com. The requesting department is encouraged to notify vendors with adequate expertise to attract bids from local and knowledgeable vendors.

2. Irresponsible Vendors
    a. Any vendor who fails to comply with the terms of an awarded bid, quote, or required specifications may be declared an irresponsible vendor upon recommendation of a Department Director or designee, and approval of the City Manager, or his/her designee. Any vendor wishing to appeal this decision may request the City Manager, or his/her designee, present the appeal to the governing body for review and final determination. An appeal shall be submitted to the City Manager in writing within ten (10) working days after the aggrieved has been notified in writing of the City's initial decision.

3. Local Vendor Preference
    a. The City may elect to grant preferred status to local bidders, defined as businesses with a physical presence located within the corporate boundaries of the City, for any bid submitted that is within seven percent (7%) of the lowest, responsive bidder, and that otherwise meets the City's requirements as specified in the bid documents.

Section 7: Procurement Procedures

1. Competitive Bidding Procedures
    a. *Invitation for Bids* – An invitation to bid shall be posted on the City's website at least seven (7) days before the due date for submission of bids. Notice shall be filed with the Finance Director, or his/her designee, and shall be open to public inspection.
    b. *Bid Opening* – Bids shall be opened in the presence of one or more witnesses. The amount of each bid and other relevant information shall be recorded along with the name of each bidder.
    c. *Bid Evaluation* – Bids shall be evaluated based on requirements established in the Invitation to Bid, which may include criteria to determine acceptability, such as inspection, testing, quality, and suitability for a particular purpose. No criteria may be used in bid evaluation that are not established in the Invitation to Bid. Bids submitted after the due date advertised in the Invitation to Bid may be disqualified.
    d. *Award* – The contract shall be awarded or rejected with reasonable promptness. The award shall be made to the responsible bidder who submits a bid most advantageous to the City.

2. Competitive Negotiations
    a. Competitive negotiations will be initiated by publishing a Request for Proposals (RFP) or a Request for Qualifications (RFQ).
        i. The RFP is used when price is a factor of selection.
        ii. The RFQ is used when the price is considered after selection.
        iii. In both the RFP and RFQ processes, the services to be procured will be clearly defined, as will the factors used in evaluation and selection.
        iv. Preparation and signing of a contract formalizing the scope of work and the terms of compensation is required.

3. Small Purchases - Purchases under $50,000
    a. Purchases between $15,001 and $50,000 require at least three documented price quotes that will be maintained on file. The Assistant City Manager and/or Finance Director have final approval authority.
    b. Purchases between $5,001 and $15,000 require at least three documented price quotes that will be maintained on file. Department Directors, or designees, have final approval authority.
    c. Purchases under $5,000 shall not require competitive quotes if the prices are considered reasonable, although informal quotes are encouraged. The purchasing department should try to obtain quotes in person, by telephone, by electronic mail, from websites, or in writing from at least three (3) qualified vendors.
    d. All purchases made under this provision shall be maintained on file for at least eighteen (18) months from the approval date.

Section 8: Types of Purchases; Applicable Procedures

1. Purchases over $100,000 – Competitive Sealed Bidding
    a. Unless otherwise exempted pursuant to this policy, state law, or the City Manager or his/her designee determines this method is impractical, contracts exceeding $100,000 shall be awarded by the governing body through Competitive Sealed Bidding.

2. Purchases over $100,000 – Competitive Negotiations
    a. When determined appropriate by the City Manager or his/her designee, contracts exceeding $100,000 shall be awarded by the governing body through Competitive Negotiation.

3. Purchases between $50,001 and $99,999 – Purchases between $50,001 and $99,999 shall have three written quotes. These quotes should be provided to the Finance Director or their designee who shall keep them on file until December 31 of the year following the purchase.

4. Purchases under $50,000 – Purchases under $50,000 shall be made pursuant to the Small Purchases procedures.

5. Non-Competitive Negotiations
    a. Purchases made under the following circumstances shall not require competitive sealed bidding or other competitive selection and may be made through Non-Competitive Negotiations:
        i. When the purchase is a response during an emergency situation.
        ii. When the price or methods of acquisition is prescribed by law.
        iii. When the supplier is the sole source of supply.
        iv. When the supply/service is available from another government entity or purchasing program at a price deemed less than commercially available.
        v. Professional services.
        vi. In the case of repairs for heavy equipment or vehicles when the extent of repair cannot be determined or when specifications cannot practically be prepared.
        vii. Utility bills for water, sewer, electricity, natural gas, and communications.

    b. Purchases made through Non-Competitive Negotiations of $50,000 or less may be approved by the appropriate City staff according to the Small Purchases procedures, provided any bidding requirements of such procedures are not required.
    c. Purchases made through Non-Competitive Negotiations of more than $100,000 shall be approved by the governing body.

6. Process for Obtaining Governing Body Approval – All Applicable Procedures
    a. All purchases or service contracts totaling more than $100,000 but less than $250,000 in which the item is in the approved budget and the low bid is recommended may be included in the consent agenda for approval by the governing body.
    b. If the purchase or service contract exceeds $100,000 and is not in the approved budget or the low bid is not recommended, a separate, regular agenda item is required.
    c. Items over $250,000 shall require a separate, regular agenda item.
    d. Contracts for the construction of public infrastructure for which the governing body has already approved the resolution and the low bid as recommended may be placed on the consent agenda if the City-at-large cost is $250,000 or less. Otherwise, a separate, regular agenda item is required.
    e. All purchases or services contracts shall be accompanied by a written recommendation from the City Manager or his/her designee.

Section 9: Change Orders

1. Change orders are issued to address changes in terms and conditions associated with unforeseen problems not addressed in the bid or contract document or changes/modifications recommended after a contract is awarded.

a. Change orders under $100,000 may be approved by the City Manager or his/her designee.
b. Change orders over $100,000 must be approved by the governing body.

TO: City Commission
FROM: Tabitha Sharp, Assistant City Manager
SUBJ: Consideration of an Amendment to the 2024 Budget of the City of El Dorado, Kansas
DATE: December 2, 2024

Summary:
Each year, the city is required to amend budgeted funds that exceed the published amount. The amendment was published on November 19th in the Butler County Times Gazette and on the city's website. This year, there are five funds that need to be amended.

Prairie Trails - A new contract was signed with Troy Palmer in September 2023 after the 2024 budget had been completed. Per the contract, the City must provide $50,000 in capital improvement projects each year. Also, in an effort to accurately track other expenditures related to Prairie Trails, the property taxes will now be paid from Fund 013 as well. There were originally no expenses published for this fund, and so we are required to amend the budget.
Ordinance Street Sales Tax - Projects over the last few years have come in slightly less than what was planned and so there is currently a fund balance available. The staff decided to use this balance to extend this year's projects and so the budget must be amended to include the use of fund balance.
Excess Sales Tax - Sales tax collections were higher than anticipated when the budget was completed in 2023. There were also previous projects that came in under the estimated costs, and those funds have been added to the fund balance. These things allowed the city to do more projects, and so we are amending the budget to include those funds.
Compressed Natural Gas (CNG) - A compressor failed this year and had to be replaced. This unexpected expense exceeded the published budget for 2024.
Data Processing - An increase in software costs and building repairs has caused this fund to spend more than planned in 2024.

Attachments:
1. COE Budget Amendment 2024

Funding Source:
Prairie Trails - This fund receives a $2,000 payment each month per the contract with Troy Palmer. It also received a transfer from the General Fund of approximately $85,000. This is to cover the $50,000 in capital improvements and approximately $35,000 in property taxes. The fund was amended to include $110,000 in expenses.
Ordinance Street Sales Tax - Expenses were amended by $400,000 to include the fund balance from previous years.
Excess Sales Tax - This fund was amended to include another $1,100,000 in expenses.
Compressed Natural Gas - The fund was amended by approximately $3,500. The remaining cost of the compressor will be paid from the street fund because they have the majority of the CNG vehicles.
Data Processing - This fund was amended by $50,000 to cover the increased costs. This fund operates on transfers from the General Fund and Proprietary Funds, but will not require any additional funds to cover the increase due to fund balance.

Operation Impact:
N/A

Options/Alternatives:
The State of Kansas requires the amendment in accordance with K.S.A. 79-2929a and the expenses in these funds were approved in accordance with the financial policy. There are no alternatives to the

amendment process.

Staff Recommendation:
Approve the budget amendments as presented.

Commission Action:
Commissioner ______________ moved to approve the budget amendments as presented.

Commissioner ______________ seconded the motion.

2024

Amended
Certificate
For Calendar Year 2024

To the Clerk of Butler, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of El Dorado
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

			2024 Amended Budget		
Table of Contents:		Page No.	Amount of 2023 Tax that was Levied	Adopted 2024 Expenditures	Proposed Amended 2024 Expenditures
Fund	**K.S.A.**				
Excess Sales Tax		1		1,200,000	2,300,000
CNG		2		41,590	45,000
Prairie Trails		3			110,000
Ordinance Street Sales Tax		4		600,000	1,000,000
Data Processing		5		1,674,734	1,724,734
Totals		xxxxxxxxx	0	3,516,324	5,179,734
Summary of Amendments		6			

Attested date:_____________

County Clerk

Assisted by:

Address:

Email:

Governing Body

CPA Summary

TO: City Commission
FROM: Scott Rickard
SUBJ: Consideration of Approval of a Resolution Establishing Urban Area Boundary Lines.
DATE: December 2, 2024

Summary:

The City of El Dorado is required to periodically review and affirm an Urban Area Boundary (UAB) as part of federal and state compliance measures. These systems ensure the transportation network is appropriately categorized for planning, funding eligibility, and resource prioritization. Following a comprehensive review, staff confirmed no changes to the current classifications or boundaries are needed.

Urban Area Boundary (UAB)

The UAB defines the geographic extent of the city's urbanized area for transportation planning and funding allocation purposes. This boundary influences the eligibility of roads and infrastructure within its limits for specific funding programs. After a review of census data and transportation patterns, staff determined that the current UAB remains appropriate, and no changes are needed. Maintaining the existing boundary ensures compliance with KDOT and FHWA requirements and supports the city's long-term planning efforts.

Attachments:

1. Functional Classification Resolution Blank
2. UAB Resolution
3. Proposed_UAB_Map_ElDorado

Funding Source:

N/A

Operation Impact:

Approval of these resolutions has no immediate fiscal impact but maintains the City's eligibility for federal funding for roadway improvements and ensures compliance with state and federal transportation planning requirements.

Options/Alternatives:

1. Approve the Urban Area Boundary Resolutions as presented.
2. Return the resolutions for further review or consideration.

Staff Recommendation:

Staff recommends approval of both resolutions, affirming the current Urban Area Boundary as appropriate and compliant.

Commission Action:

Commissioner _______________ moved to approve the Urban Area Boundary Resolution as presented.
Commissioner _______________ seconded the motion.

Urban City Functional Classification Approval
Resolution to Approve Urban Functional Classification System

City: ______________________

WHEREAS: The above stated city has reviewed the functional classification of streets located within the urban boundary, and

WHEREAS: Said city is aware that those streets classified as Minor Collectors and above are eligible for federal STP funding,

NOW THEREFORE BE IT RESOLVED: That the functional classification of streets inside the urban boundary is approved as indicated on the attached, signed map.

Adopted this ______ day of __________, 20___, in ________________, Kansas.

Recommended for Approval:

____
City Engineer

Attest:

Seal

____
City Clerk

Appropriate City Officials:

____

____

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County Functional Classification Approval
Resolution to Approve Functional Classification System

County: ________________________

WHEREAS: The above stated county has reviewed the functional classification of streets located within their boundary, and

WHEREAS: Said county is aware that those streets classified as Major Collectors and above are eligible for federal STP funding,

NOW THEREFORE BE IT RESOLVED: That the functional classification of roads inside the county boundary is approved as indicated on the attached, signed map.

Adopted this ______ day of ___________, 20___, in _________________, Kansas.

Recommended for Approval:

____
County Engineer

Attest:

Seal

____
County Clerk

Appropriate County Officials:

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Urban Area Boundary Approval
Resolution to Establish Urban Area Boundary Lines

City: ____________________________

WHEREAS: The above stated city is required to determine and submit for approval the location of the urban area boundary lines for said city.

BE IT THEREFORE RESOLVED THAT: In compliance with this requirement and in cooperation with the local county officials, this signed document accompanied by a signed copy of the map of said city indicating the proposed location of the urban area boundary lines is hereby submitted for review and approval.

Adopted this ______ day of ____________, 20___, in _____________, Kansas.

County Concurrence:

Curtis Mader
Appropriate County Official

Attest:

Seal

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City Clerk

Appropriate City Officials:

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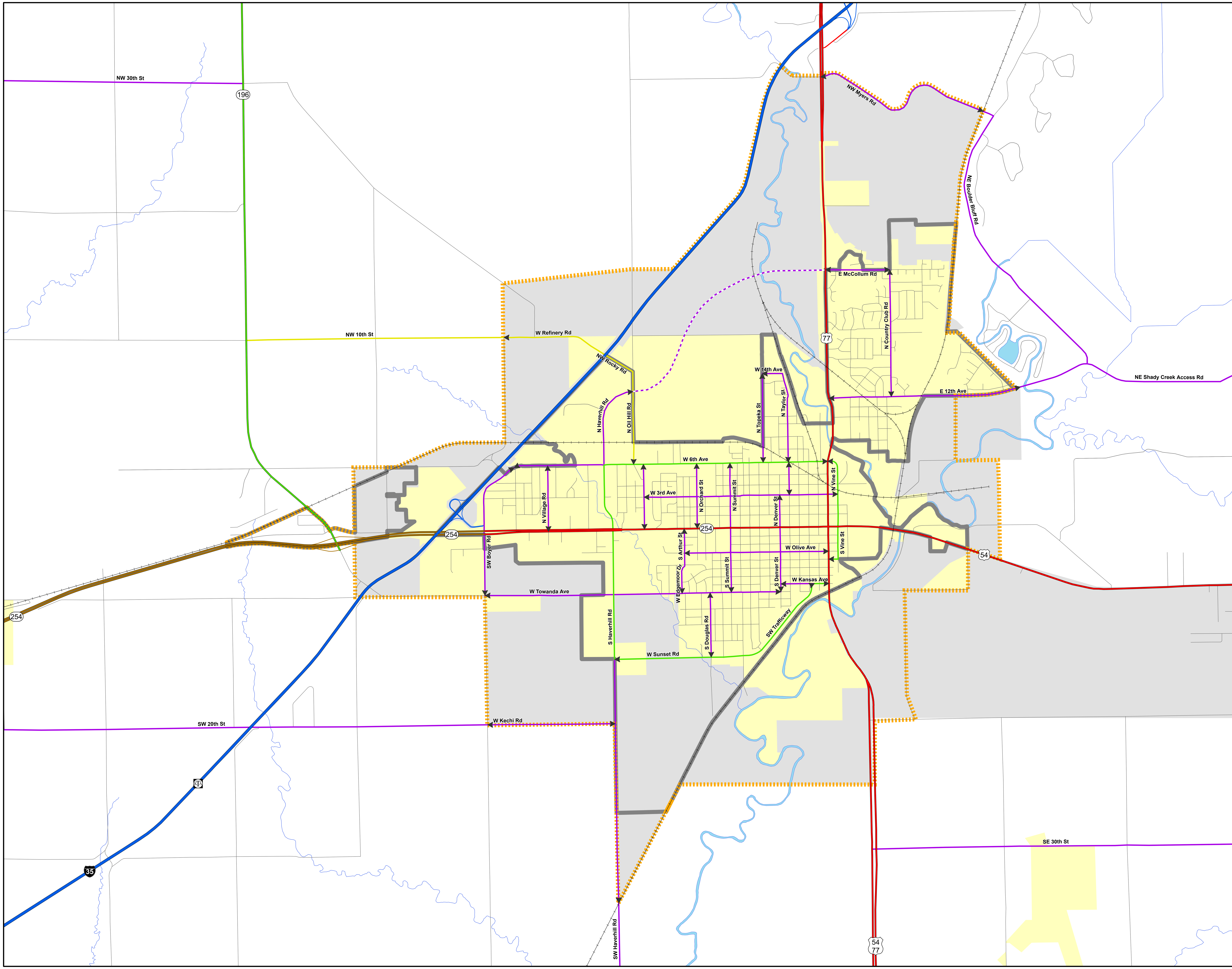

HIGHWAY MARKERS

- 70 Interstate Numbered Highway
- Kansas Turnpike Authority
- 40 U.S. Numbered Highway
- 20 State Numbered Highway

FUNCTIONAL CLASSIFICATION
5 - 10 YEAR FUTURE

Present State Functional Classification

- Interstate
- Principal Arterial Other Freeways and Expressways
- Principal Arterial Other
- Minor Arterial
- Major Collector
- Minor Collector
- Local

Functional Classification Resolutions

- Interstate
- Principal Arterial Other Freeways and Expressways
- Principal Arterial Other
- Minor Arterial
- Major Collector
- Minor Collector

BOUNDARIES

- 2020 Census Urbanized Area
- Proposed Urban Boundary
- Urban Boundary
- City Limit

FUNCTIONAL CLASSIFICATION APPROVAL

CITY APPROVAL: 10/27/2014
F.H.W.A. APPROVAL: 4/3/2015

F.H.W.A. URBAN AREA BOUNDARY APPROVAL

CITY APPROVAL: 10/27/2014
F.H.W.A. APPROVAL: 4/3/2015

N

CITY OF
El Dorado

PREPARED BY THE
KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF TRANSPORTATION PLANNING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

0 1,320 2,640 3,960 5,280 6,600
Feet

3/27/2024

Kansas
Department of Transportation

TO: City Commission
FROM: Scott Rickard
SUBJ: Consideration of Resolution to Approve the Urban Functional Classification System.
DATE: December 2, 2024

Summary:

The City of El Dorado is required to periodically review and affirm its Functional Classification System (FCS) as part of federal and state compliance measures. These systems ensure the transportation network is appropriately categorized for planning, funding eligibility, and resource prioritization. Following a comprehensive review, staff confirmed no changes to the current classifications or boundaries are needed.

Functional Classification System (FCS)

The FCS organizes the city's roadways into categories based on their function within the transportation network, ensuring a cohesive flow of traffic from local streets to major highways. This system is critical for transportation planning, maintenance prioritization, and federal funding eligibility. Roads classified as Minor Collectors or higher are eligible for federal Surface Transportation Program (STP) funds. After reviewing the current system, staff recommends no changes, as the classifications accurately reflect the city's road network and meet the Kansas Department of Transportation (KDOT) and Federal Highway Administration (FHWA) requirements.

Attachments:

1. Functional Classification Resolution Blank

Funding Source:

N/A

Operation Impact:

Approval of these resolutions has no immediate fiscal impact but maintains the City's eligibility for federal funding for roadway improvements and ensures compliance with state and federal transportation planning requirements.

Options/Alternatives:

1. Approve the Functional Classification as presented.
2. Return the resolutions for further review or consideration.

Staff Recommendation:

Staff recommends approval of both resolutions, affirming the current Functional Classification System as appropriate and compliant.

Commission Action:

Commissioner _______________ moved to approve the Functional Classification Resolution as presented.

Commissioner _______________ seconded the motion.

Urban City Functional Classification Approval
Resolution to Approve Urban Functional Classification System

City: ______________________

WHEREAS: The above stated city has reviewed the functional classification of streets located within the urban boundary, and

WHEREAS: Said city is aware that those streets classified as Minor Collectors and above are eligible for federal STP funding,

NOW THEREFORE BE IT RESOLVED: That the functional classification of streets inside the urban boundary is approved as indicated on the attached, signed map.

Adopted this ______ day of __________, 20___, in ________________, Kansas.

Recommended for Approval:

____
City Engineer

Attest:

Seal

____
City Clerk

Appropriate City Officials:

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County Functional Classification Approval
Resolution to Approve Functional Classification System

County: ______________________

WHEREAS: The above stated county has reviewed the functional classification of streets located within their boundary, and

WHEREAS: Said county is aware that those streets classified as Major Collectors and above are eligible for federal STP funding,

NOW THEREFORE BE IT RESOLVED: That the functional classification of roads inside the county boundary is approved as indicated on the attached, signed map.

Adopted this ______ day of __________, 20___, in ________________, Kansas.

Recommended for Approval:

____
County Engineer

Attest:

Seal

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County Clerk

Appropriate County Officials:

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TO: City Commission
FROM: Scott Rickard
SUBJ: Consideration of a Resolution Approving the Removal of On-Street Regulatory Parking Restrictions in the Downtown Core of El Dorado, Kansas.
DATE: December 2, 2024

Summary:
This agenda item proposes removing all regulatory parking restrictions that are currently signed in the downtown core of El Dorado. These restrictions include the two-hour parking limit enforced during specific times of the day. The removal would involve the physical elimination of signage on designated blocks. All other parking regulations, including those regarding illegal parking as specified in the Standard Traffic Ordinance (STO), will remain enforced.
The specific blocks where signs will be removed include:

- **Pine Avenue:** 100 and 200 blocks West; 100 block East.
- **Central Avenue:** 100 and 200 blocks East and West.
- **1st Avenue:** 100 and 200 blocks East; 100 block West.
- **2nd Avenue:** 100 block East.
- **Gordy Street:** 100 blocks North and South.
- **Main Street:** 100 through 400 blocks North and South.
- **Vine Street:** 100 block South.

This action aims to simplify parking rules and reduce enforcement burdens. The removal aligns with modern downtown development practices, prioritizing accessibility and usability for all visitors and businesses. Additionally, this change will reduce visual clutter and operational challenges associated with enforcing outdated parking restrictions.

Attachments:
1. Resolution-Downtown Parking

Funding Source:
No significant fiscal impact is expected from the removal of the signs.

Operation Impact:
The proposed changes will have multiple benefits for the City of El Dorado:

- **Improved Downtown Accessibility and Vitality**
- **Reduced Burden on Enforcement and Maintenance**
- **Alignment with Modern Urban Design Principles**
- **Increased Public Perception and Equity**

The removal of restrictions addresses these operational challenges and supports El Dorado’s goal of creating a vibrant, accessible downtown.

Options/Alternatives:

1. **Approve the Resolution:** Removing regulatory parking signs on designated blocks.

2. **Deny the Resolution:** Maintain current parking restrictions and signage.
3. **Modify the Proposal:** Direct staff to consider alternate modifications to parking regulations.

Staff Recommendation:

Staff recommends removing the regulatory parking signs. This action aligns with efforts to enhance downtown's usability and appeal. It also reduces the burden on enforcement personnel while complying with broader STO parking regulations.

Commission Action:

Commissioner ______________ moved to approve a Resolution Approving the Removal of On-Street Regulatory Parking Restrictions in the Downtown Core of El Dorado, Kansas. .

Commissioner ______________ seconded the motion.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE REMOVAL OF ON-STREET REGULATORY PARKING RESTRICTIONS IN THE DOWNTOWN CORE OF EL DORADO, KANSAS

WHEREAS the Governing Body recognizes that the existing time-restricted parking regulations in the downtown core of El Dorado are no longer effectively enforced and do not meet the current needs of the community; and

WHEREAS maintaining such regulations places unnecessary operational and maintenance burdens on City staff, creates enforcement challenges for the El Dorado Police Department, and contributes to visual clutter in the downtown area and

WHEREAS removing these restrictions will improve downtown accessibility, promote economic vitality, and align with modern urban design principles by fostering a more welcoming and pedestrian-friendly environment.

NOW, THEREFORE, BE RESOLVED BY THE GOVERNING BODY OF THE CITY OF EL DORADO, KANSAS:

Section 1. The following on-street regulatory parking restriction signs shall be removed:

- **Pine Avenue:** 100 and 200 blocks West; 100 block East.
- **Central Avenue:** 100 and 200 blocks East and West.
- **1st Avenue:** 100 and 200 blocks East; 100 block West.
- **2nd Avenue:** 100 block East.
- **Gordy Street:** 100 blocks North and South.
- **Main Street:** 100 through 400 blocks North and South.
- **Vine Street:** 100 block South.

Section 2. Removing these signs shall not impact other parking regulations outlined in the Standard Traffic Ordinance (STO), which will remain in effect to address illegal parking and ensure public safety.

Section 3. The City Manager is directed to oversee the removal of all applicable signage from the designated areas.

Section 4. This resolution is adopted to enhance downtown usability, reduce unnecessary signage, and support the ongoing revitalization of the downtown core of El Dorado.

ADOPTED AND APPROVED by the Governing Body of the City of El Dorado, Kansas, on the 2nd day of December 2024.

____
Bill Young, Mayor

ATTEST:

____
Emerald Ashlock, City Clerk

TO: City Commission
FROM: Erica McNown, Administrative Assistant
SUBJ: Consideration of an Agreement Approving the Airport Taxiway Edge Lighting Upgrades.
DATE: December 2, 2024

Summary:

Rehabilitate existing taxiway edge lighting on Taxiways B and C. Replace existing MITL fixtures with new LED MITL fixtures. We will be reusing existing base cans when able to and will replace existing base cans on an as-needed basis.

Replace all components: baseplates, stems, transformers, fixtures, all airfield lighting cable within project limits, etc. The project will repair and/or replace existing buried conduit on an as-needed basis. We will replace existing regulator(s) in the Airfield Lighting Vault.

The project will include constructing apron area lighting, replacing the existing rotating beacon with the new LED rotating beacon assembly on the existing beacon tower/platform.

Attachments:

1. 24-11-11_Olsson Proposal_El Dorado TWY Lighting Rehab_EQA 019-020

Funding Source:

The airport fund will spend down fund balance to pay for the city's 10% of this 90/10 project.

Operation Impact:

This project will help keep the planes/pilots safe by increasing the visibility of landing, etc.

Options/Alternatives:

Continue status quo

Staff Recommendation:

City staff recommends that the City Commision approve the Consultant agreement with Olsson for Project 024-07069.

Commission Action:

Commissioner ______________ moved to authorize the City Manager to sign an agreement with Olsson for the Airport Taxiway Edge Lighting Upgrades.

Commissioner ______________ seconded the motion.

CONSULTANT AGREEMENT

Airport Improvement Program (AIP) Project No. 3-20-0018-019/020-2025
Olsson Project No. 024-07069

EL DORADO / CAPTAIN JACK THOMAS MEMORIAL AIRPORT

PROJECT DESCRIPTION (the "Project")

- Rehabilitate existing taxiway edge lighting on Taxiways B and C.
  - Replace existing MITL fixtures with new LED MITL fixtures.
    - Reuse existing base cans, when able. Replace existing base cans on an as-needed basis.
    - Replace all components: base plates, stems, transformers, fixtures, etc.
  - Replace all airfield lighting cable within project limits.
  - Repair and/or replace existing buried conduit on an as-needed basis.
  - Replace existing regulator(s) in Airfield Lighting Vault.
    - Existing lighting controller and radio control system will remain.
- Construct apron area lighting.
- Replace existing rotating beacon with new LED rotating beacon assembly on existing beacon tower/platform. Scope assumes existing tower is in acceptable structural condition.

THIS AGREEMENT is made and entered into by and between the consulting firm of Olsson, Inc. of Lincoln, Nebraska hereinafter called "Olsson" and the City of El Dorado, Kansas, hereinafter called the "Sponsor" or "Client".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to engage Olsson to provide the services described in Sections 2 and 3 (Olsson's "Scope of Services") for the Project.

Brian Coomes, PE will represent Olsson as Project Manager in the performance of this Agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for coordinating all activities necessary to complete the Project.

Olsson will provide equipment and personnel necessary to complete the Scope of Services, except as otherwise provided. Olsson shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys, and other items furnished by Olsson as part of this Agreement.

Olsson agrees to provide its Scope of Services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. This Agreement creates no other representation, warranty, or guarantee, express or implied.

Sponsor warrants that it has the authority to authorize Olsson to enter onto the Project property and any adjacent property as necessary for Olsson to perform its Scope of Services.

601 P Street / Suite 200 / Lincoln, NE 68508
O 402.474.6311 / **olsson.com**

SECTION 2: DESIGN PHASE

a. Project management and coordination. Coordinate with the Sponsor and FAA to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.

b. Conduct a project kickoff meeting via teleconference with the Sponsor and FAA in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.

c. Finalize design criteria in accordance with FAA Advisory Circulars.

d. Geotechnical engineering is not required and not included.

e. Conduct field assessment of the existing site and lighting conditions ("Field Assessment"). One project engineer shall conduct the on-site investigation. Take photographs of the project area and any typical distresses observed. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.

f. Topographic survey is not required and not included. Olsson will utilize record information from previous projects to prepare the project base map.

g. Record information from Olsson Project No 019-3555 – Reconstruct Runway Lighting and PAPIs will be utilized as the basis of design for electrical improvements. Prepare preliminary and final design of new electrical system.

h. Coordinate with utility companies that have lines crossing the project site and determine their requirements.

i. Review existing light locations based on current lighting design criteria. Determine the impact of potential updated design criteria (if any) on existing light locations.

j. Develop preliminary Construction Safety & Phasing Plan (CSPP)

k. Present the preliminary results and recommendations at a meeting via teleconference. Incorporate applicable comments into the final plans, specifications, and design report.

l. Prepare documents to comply with FAA Office of Civil Rights requirements
    (1) Disadvantaged Business Enterprise (DBE) program and goals

m. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Agreement).
    (1) Guide No. 920 – Engineering Report

(2) Guide No. 930 – Plans and Specifications
(3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
(4) Guide No. 950 – Sponsor Modifications of FAA Standards
(5) Guide No. 960 – Operation Safety on Airports

n. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.

o. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor and FAA.

p. Submit plans, specifications, contract documents and engineer's design report for review within 75 days of the date that the Sponsor executed this Agreement // receipt of all review comments. Provide copies as listed in the table below.

90 PERCENT SUBMITTAL			
	Contract Documents & Specifications	**Engineer's Design Report**	**Plans**
Sponsor	1 Printed Copy & Electronic	1 Printed Copy & Electronic	1 Half-Size Set 1 Full-Sized Set & Electronic
FAA	Electronic	Electronic	Electronic

q. Prepare all Sponsor Certifications for Sponsor's signature.

r. Conduct a plan-in-hand review meeting on-site with the Sponsor.

s. Revise and submit plans, specifications, contract documents and engineer's design report within 14 days of receipt of comments from the Sponsor and FAA. Provide a written response to each comment.

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Kansas to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

SECTION 3: BIDDING PHASE

Upon receipt of the FAA's and Sponsor's authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.

b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.

c. A pre-bid conference will not be completed for this project.

d. Answer questions raised during the bidding process.

e. Issue addenda as required.

f. Attend the bid opening at the Sponsor's location.

g. Tabulate and analyze bid results.

h. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.

i. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:

   1. Bid date
   2. Summarized bid table
   3. Evaluation of unit price extensions and total base bid, including an error check
   4. Addendums and acknowledgements
   5. Additional insured cost if any
   6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
   7. Buy American compliance
   8. Confirmation of bidder's signature on proposal form
   9. Bid guarantee
   10. Pre-qualification requirements
   11. Pre-bid meeting (if any)
   12. Review of qualifications
   13. Debarment list verification
   14. Recommendation to award

j. Conduct one meeting to present bids to the Sponsor.

k. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.

l. Prepare AIP Project Application forms

m. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to Sponsor and Contractor. Provide an electronic copy of the construction contract to the FAA and Sponsor.

This phase will be considered complete when the executed construction contracts have been approved by the Sponsor and FAA. Readvertising, if necessary, will be negotiated under an amendment to this Agreement.

SECTION 4: CONSTRUCTION PHASE
NOT INCLUDED – MAY BE ADDED VIA FUTURE AMENDMENT

SECTION 5: CLOSE OUT
NOT INCLUDED – MAY BE ADDED VIA FUTURE AMENDMENT

SECTION 6: FEES AND CHARGES

The Sponsor shall pay Olsson for the services described in this Agreement as follows:

Section 2: Design Phase. Payment for the items included in Section 2, Design Phase, shall be the lump sum of **$37,300.00** shown on Exhibit A, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Section 3: Bidding Phase. Payment for the items included in Section 3, Bidding Phase shall be the lump sum of **$7,400.00** shown on Exhibit B attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees, and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. Olsson certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;

2. The specifications for equipment will not be proprietary or written so as to restrict competition;

3. The development included in the plans is depicted on an airport layout plan approved by FAA;

4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;

5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;

6. A value engineering clause will not be incorporated into the contract without FAA concurrence;

7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding;

8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

APPROVALS. It is understood and agreed that this Agreement and any amendments are subject to approval by FAA before any state or federal funds are obligated.

FEDERAL AND OLSSON'S GENERAL PROVISIONS. The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

EQUAL OPPORTUNITY EMPLOYER. Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Federal Aviation Administration.

OLSSON, INC.
P.O. Box 84608
Lincoln, NE 68501

Brian Coomes ______________________   Diane Hofer ______________________

Executed by Olsson on this _____ day of _______________________, 2024.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.

CITY OF EL DORADO, KANSAS
220 E. 1ST Ave.
El Dorado, KS 67042

______________________________   ______________________________
ATTEST

____
Title

Executed by the Sponsor on this ______ day of _______________, 2024.

EXHIBIT A
DESIGN PHASE
El Dorado / Captain Jack Thomas Memorial Airport 3-20-0018-019/020-2025

1. Direct Salary Costs

Title	Total Hours	Direct Salary Rate/Hour	Total Costs ($)
Principal / Team Leader	7.0	$92.30	$646.10
Senior Engineer	4.0	$76.50	$306.00
Project Engineer	28.0	$62.50	$1,750.00
Design Manager	8.0	$53.50	$428.00
Associate Engineer	41.0	$45.00	$1,845.00
Assistant Engineer	76.0	$39.70	$3,017.20
Registered Surveyor	0.0	$58.35	$0.00
Senior Technician	76.0	$35.20	$2,675.20
Associate Technician	2.0	$31.50	$63.00
Clerical	6.0	$32.75	$196.50
		Total Direct Salary Costs:	$10,927.00

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs** 185.69% $20,290.35

3. Fixed Fee: 15% of Items 1 & 2 $4,682.60

4. Direct Nonsalary Expenses

Travel	648	Miles @	$0.655	$424.44	
Meals	2	Days @	$59.00	$118.00	
Motel	-	Days @	$107.00	$0.00	
Copies, Prints, Shipping				$868.00	
Drilling Expenses (None)				$0.00	
				Total Expenses:	$1,410.44

5. Subtotal of Items 1 - 4 $37,310.39

6. Subcontract costs $0.00

7. Lump Sum Amount - Total Items 5 & 6 $37,310.39

Rounded: $37,300.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT B
BIDDING PHASE
El Dorado / Captain Jack Thomas Memorial Airport 3-20-0018-019/020-2025

1. Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Total Costs ($)
Principal / Team Leader	0.0	$95.99	$0.00
Senior Engineer	0.0	$79.56	$0.00
Project Engineer	12.0	$65.00	$780.00
Design Manager	2.0	$55.64	$111.28
Associate Engineer	12.0	$46.80	$561.60
Assistant Engineer	2.0	$41.29	$82.58
Registered Surveyor	0.0	$60.68	$0.00
Senior Technician	2.0	$36.61	$73.22
Associate Technician	0.0	$32.76	$0.00
Clerical	11.0	$34.06	$374.66
		Total Direct Salary Costs:	$1,983.33

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs*	185.69%	$3,682.85

3. Fixed Fee: 15% of Item 1 & 2 — $849.93

4. Direct Nonsalary Expenses

Travel	324	Miles @	$0.655	$212.22	
Meals	-	Days @	$59.00	$0.00	
Motel	-	Days @	$107.00	$0.00	
Copies, Prints, Shipping				$660.80	
				Total Expenses:	$873.02

5.	Subtotal of Items 1 - 4	$7,389.13
6.	Subcontract costs	$0.00
7.	Lump Sum Amount - Total Items 5 & 6	$7,389.13
	Rounded:	$7,400.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.655 / mile*
Suburban's and Pick-Up	$0.75 / mile*
Automobiles (Olsson Vehicle)	$95 / day
Aircraft (Personal)	$118 / hour*
Rental Vehicle	Actual Cost
Other Travel or Lodging Cost	Actual Cost or $107 Per Diem
Meals	Actual Cost or $59 Per Diem
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials, including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Federal Contract Provisions for A/E Agreements

All references made herein to "Contractor", "Prime Contractor", "Bidder", "Offeror", and "Applicant" shall pertain to the Architect/Engineer (A/E).

All references made herein to "Subcontractor", "Sub-tier Contractor" or "lower Tier Contractor" shall pertain to any subconsultant under contract with the A/E.

All references made herein to "Sponsor" and "Owner" shall pertain to the state, city, airport authority or other public entity executing contracts with the A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed $150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

*Bid Information Submitted as a matter of **responsiveness**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

*Bid Information submitted as a matter of bidder **responsibility**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated November 18, 2024 between City of El Dorado, Kansas ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

MIND WHAT MATTERS

July 24, 2024

Attn: Mr. Mike Hodge
Olsson, Inc.
601 P Street
Lincoln, NE 68508

RE: Overhead Expense Factor

Dear Mike,

In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2023 based on the audited Schedules of Indirect Costs and Costs with Adjustments as of and for the year ended December 31, 2023. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

Combined FAR Overhead Rate (Including Computer Expenses) – 185.69%

Total Fringe Benefits	$ 43,402,275
Total General and Administrative Expenses	125,107,294
Computer Expenses	19,377,923
Subtotal	$ 187,887,492
Less computer expenses already included in general and administrative expenses	(4,668,246)
Subtotal	183,219,246
Divided by Direct Labor	÷ 98,669,818
	$ 1.8569

In summary, for every $1.00 of direct labor paid, there is $1.86 in overhead expenses attributable to that labor.

Sincerely,

LUTZ & COMPANY, P.C.

Kyle Hofeldt

Kyle Hofeldt
Audit Director

TO: City Commission
FROM: Tabitha Sharp, Assistant City Manager
SUBJ: Consideration to Terminate the Holiday Inn Express Community Improvement District
DATE: December 2, 2024

Summary:

On June 5, 2017, the City of El Dorado and Central Kansas Properties, LLC entered into a Development Agreement to implement the Holiday Inn Express Community Improvement District ("CID"). This agreement outlined specific provisions related to the CID and the associated project. On September 17, 2018, the Development Agreement and the Developer's rights and obligations were assigned to HE OF EL DORADO, LLC.

As outlined in the Development Agreement, Section 6 required the Developer to submit evidence for the reimbursement of eligible CID project costs. Additionally, Section 7 mandated the Developer to obtain or ensure the acquisition of necessary permits and licenses from relevant authorities, including the City, Butler County, Kansas, and any other governmental agencies.

On February 2, 2021, the city sent a letter to HE OF EL DORADO, LLC requesting evidence of compliance with these sections by March 15, 2021. In July 2022, the city had brief contact with your counsel, but again no follow-up was made and despite these various notifications, the city has not received any evidence demonstrating compliance with Sections 6 and 7 of the Development Agreement.

Attachments:

1. Holiday Inn CID Letter
2. ORDINANCE TERMINATING CID

Funding Source:

The terms of the CID allow for the Holiday Inn Express to charge an additional sales tax on each stay. This sales tax is remitted to the State of Kansas, who then pays it to the City of El Dorado. The City sends the funds to the developer, per the agreement, to repay expenses related to a project. Per State Statute, the city is able to use the funds that have not been paid out once the agreement has been terminated. We plan to transfer those funds to Economic Development until further discussion can be had.

Operation Impact:

N/A

Options/Alternatives:

The City Commission has the following options/alternatives:

1. Proceed with the termination of the CID as proposed.
2. Request further information from staff.
3. Deny the termination and allow the CID to continue.

Staff Recommendation:

Approve the Ordinance terminating the CID and Development Agreement as presented.

Commission Action:

Commissioner _______________ moved to approve an Ordinance terminating the El Dorado Investors Community Improvement District and related Development Agreement.

Commissioner _______________ seconded the motion.

October 25, 2024

HE OF EL DORADO, LLC
115 Blue Jay Dr Ste 101
Liberty, MO 64068-3811

Re: Notice of Termination of Development Agreement and Holiday Inn Express Community Improvement District

To Whom It May Concern,

On June 5, 2017, the City of El Dorado and Central Kansas Properties, LLC entered into a Development Agreement to implement the Holiday Inn Express Community Improvement District ("CID"). This agreement outlined specific provisions related to the CID and the associated project. On September 17, 2018, the Development Agreement and the Developer's rights and obligations were assigned to HE OF EL DORADO, LLC.

As outlined in the Development Agreement, Section 6 required the Developer to submit evidence for the reimbursement of eligible CID project costs. Additionally, Section 7 mandated the Developer to obtain or ensure the acquisition of necessary permits and licenses from relevant authorities, including the City, Butler County, Kansas, and any other governmental agencies.

On February 2, 2021, the city sent a letter to HE OF EL DORADO, LLC requesting evidence of compliance with these sections by March 15, 2021. In July of 2022, the city had brief contact with your counsel, but again no follow up was made and despite these various notifications, the city has not received any evidence demonstrating compliance with Sections 6 and 7 of the Development Agreement.

As a result, the city intends to terminate both the Development Agreement and the CID. This termination will be addressed at the upcoming Governing Body meeting scheduled for December 2, 2024.

If you have any questions or concerns, please feel free to contact the City Manager's office at 316-321-9100 ext. 103.

Sincerely,

David B. Dillner

David Dillner
City Manager
City of El Dorado, Kansas

Encl: 1

ORDINANCE NO. G-____

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF EL DORADO, KANSAS, TERMINATING THE EL DORADO INVESTORS COMMUNITY IMPROVEMENT DISTRICT AND RELATED DEVELOPMENT AGREEMENT

WHEREAS, the City of El Dorado, Kansas (the "City"), is a city of the second class, organized and existing under the constitution and laws of the State of Kansas; and

WHEREAS, the City created the Holiday Inn Express Community Improvement District (the "CID") pursuant to Ordinance No. G-1249 passed by the governing body of the City on June 15, 2017; and

WHEREAS, the City and Central Kansas Properties, LLC (the "Developer") entered into a Development Agreement for implementation of the Holiday Inn Express Community Improvement District, dated June 5, 2017 (the "Development Agreement"), setting forth certain provisions relating to the CID and related project; and

WHEREAS, pursuant to an ASSIGNMENT OF DEVELOPMENT AGREEMENT, dated as of September 17, 2018, the Development Agreement, and Developer's rights and obligations thereunder, have been assigned to HE OF EL DORADO, LLC (the "Assignee); and

WHEREAS, Section 6 of the Development Agreement sets forth the requirements for the reimbursement of eligible CID Project costs from CID sales tax funds; and

WHEREAS, Section 7 of the Development Agreement requires the Developer to obtain or cause to be obtained any necessary permits or licenses which may be required by the City, Butler County, Kansas or any other governmental agency having jurisdiction over the project; and

WHEREAS, On February 2, 2021, the City sent a letter to the Assignee requesting: (a) evidence of compliance with **Section 6** and of the Development Agreement to be provided to the City by March 15, 2021; and (b) providing notice to the Developer that certain CID improvements had not been constructed in accordance with **Section 7** of the Development Agreement; and

WHEREAS, to date, the City has not received any evidence from Assignee of Assignee's compliance with **Sections 6** and **7** of the Development Agreement; and

WHEREAS, on October 25, 2024, the City sent an additional letter to the Assignee providing notice of the City's intent to terminate the Development Agreement and CID; and

WHEREAS, the City now deems it advisable to terminate the CID and Development Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EL DORADO, KANSAS:

Section 1. The governing body of the City hereby terminates the CID and Development Agreement. City officials are hereby directed to take such action and give notice to the Kansas Department of Revenue in connection with the termination of the CID sales tax.

Section 2 The Mayor, City Manager, City Clerk and other officials and employees of the City are hereby authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 3. This Ordinance shall take effect and be in force from and after its passage by the governing body and its publication (or a summary thereof) once in the official City newspaper.

[Balance of page intentionally left blank]

PASSED by the governing body of the City and **SIGNED** by the Mayor on December 2, 2024.

____
Mayor

(SEAL)

____
City Clerk

(Published in the ***Butler County Times-Gazette*** on December ___, 2024)

SUMMARY OF ORDINANCE NO. G-____

On April 5, the governing body of the City of El Dorado, Kansas passed an ordinance entitled:

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF EL DORADO, KANSAS, TERMINATING THE HOLIDAY INN EXPRESS COMMUNITY IMPROVEMENT DISTRICT AND RELATED DEVELOPMENT AGREEMENT

The City previously created the Holiday Inn Express Community Improvement District to levy a special sales tax at the project site to finance project costs and entered into a development agreement with the developer of the project. Pursuant to such development agreement, the City now terminates the community improvement district and related development agreement. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City, 220 East First, El Dorado, Kansas 67042. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at https://www.eldoks.com/.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: December __, 2024.

____
City Attorney