

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, June 20, 2016

7:00 p.m.

MEETING #5040

CALL TO ORDER

ROLL CALL

INVOCATION BY Rev Virgil Winkler

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Presbyterian Manor, Inc. regarding use of Proceeds of Bonds Issued by the City of Wichita, Kansas.

PETITIONS & PROCLAMATIONS

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

CONSENT CALENDAR

1. Approval of Joint City, County, USD #443. DCCC Meeting Minutes, June 6;
2. Approval of City Commission Meeting Minutes, June 6, 2016;
3. Appropriation Ordinance No. 12, June 20, 2016;
4. Cereal Malt Beverages:
 - a. Pizza Hut, 110 Frontview;
5. Approval of Underwriter Engagement Agreement between the City of Dodge City and Stifel , Nicholas & Co.

ORDINANCES & RESOLUTIONS

NEW BUSINESS

1. Approval of Bid from Toter, Inc. for the Purchase of Polykarts for Sanitation Department. Report by Superintendent of Public Works, Corey Keller.
2. Approval of Agreement for Plan Revisions of 6th Avenue Extension Design. Report by Director of Engineering Services, Ray Slattery.
3. Approval of Agreement for Central Avenue Reconstruction Design. Report by Director of Engineering Services, Ray Slattery.
4. Approval of Bid for Police Department Vehicles. Report by Finance Director/City Clerk, Nannette Pogue.

UNFINISHED BUSINESS

OTHER BUSINESS

EXECUTIVE SESSION

Discussion of Non-Elected Personnel

ADJOURNMENT

MEMORANDUM

TO: City of Dodge City, Kansas
CC: Presbyterian Manors, Inc.
FROM: Gilmore & Bell, P.C.
RE: PMI's Request to Host TEFRA Hearing
DATE: June 20, 2016

Presbyterian Manors, Inc. ("PMI") has requested that the City of Dodge City, Kansas (the "City") hold a public hearing regarding the use of proceeds of bonds issued by the City of Wichita, Kansas and authorize the use of such proceeds to finance capital improvements at the PMI community in the City.

Wichita has acted as issuer of bonds on behalf of PMI since 1990 to finance improvements to PMI communities throughout Kansas. Having a single issuer enables PMI to have an integrated financing structure, which benefits PMI and all the communities due to improved borrowing costs. Recently, Wichita issued its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV, 2013, (the "Series 2013 Bonds") the proceeds of which were used to finance and refinance capital improvements at many of PMI's long-term care communities in Kansas. To enable Wichita to be the issuer of bonds on PMI's behalf, the City has entered into an Interlocal Cooperation Agreement with the City of Wichita, which was extended in 2013 to ensure the Interlocal Cooperation Agreement would remain in place through maturity of the Series 2013 Bonds.

PMI has determined that it will have funds related to certain assets financed and refinanced with the proceeds of the tax-exempt portion of the Series 2013 Bonds. To maintain the tax-exemption on the Series 2013 Bonds, the federal tax code requires PMI to use such funds to either redeem a proportionate amount of tax-exempt Series 2013 Bonds or finance capital expenditures. PMI has elected to use such funds to finance capital expenditures at its communities in Kansas, including the community in the City, which requires complying with certain requirements of the federal tax code as if the proceeds were derived from the actual issuance of bonds. The federal tax code requires that a public hearing be held in each jurisdiction where tax-exempt bond proceeds will be spent and that upon conclusion of the public hearing, the governing body or highest elected chief executive officer in the jurisdiction approve the issuance of the bonds.

To comply with these federal tax code requirements, PMI is requesting that the City hold a public hearing and authorize the Mayor to execute a certificate authorizing the use of the funds in the City. A notice of public hearing was published in the *Dodge City Daily Globe* on June 4, 2016. Costs of publishing the notice in the official City newspaper and any related fees of counsel to the City will be paid for by PMI.

If additional information can be provided to assist with your consideration of this request, please let us know.

**JOINT CITY/COUNTY/USD #443/DODGE CITY COMMUNITY COLLEGE MEETING
MINUTES**

Learning Center, 308 W. Frontview
Monday, June 6, 2016
5:30 p.m.
MEETING #5038

CALL TO ORDER

City of Dodge City: Vice Mayor Rick Sowers, Commissioners Jan Scoggins, Kent Smoll, Brian Delzeit, were present. Joyce Warshaw was reported absent.

Ford County: Chairman Shawn Tasset, Commissioner Chris Boys, Commissioner Danny Gillum were present.

DCCC: Dr. Merrill Conant, Don Webb, Morris Reeves and Floris Jean Hampton, Dr. Jeremy Presley were present.

USD #443: Ryan Ausmus, Jeff Hiers, Traci Rankin, Barbara Lundin, Brian Mashak, Tammie West were present.

PUBLIC HEARING

The Joint Public Hearing Regarding Adoption of Neighborhood Revitalization Plan North Commercial District was opened by Vice Mayor Rick Sowers.

Mollea Whinesant spoke about the proposed Commercial Neighborhood Revitalization Program.

RESOLUTION

Resolution No. 2016-16: A Resolution Adopting the City of Dodge City Neighborhood Revitalization Plan and Designating a Neighborhood Revitalization Area was approved on a motion by:

Commissioner Kent Smoll moved to approve the City of Dodge City Neighborhood Revitalization Plan and Designating a Neighborhood Revitalization Area. Commissioner Jan Scoggins seconded the motion. The motion carried 3 – 0. Brian Delzeit abstained.

NEW BUSINESS

City Action: Commissioner Jan Scoggins moved to approve the Interlocal Agreement that includes the Commercial Neighborhood Revitalization Plan. Commissioner Kent Smoll seconded the motion. Brian Delzeit abstained. The motion carried 3 - 0.

County Action: Commissioner Shawn Tasset moved to approve the Interlocal Agreement that includes the Commercial Neighborhood Revitalization Plan. Commissioner Danny Gillum seconded the motion. Chris Boys abstained. The motion carried 2-0.

DCCC Action: Morris Reeves moved to approve the Interlocal Agreement that includes the Commercial Neighborhood Revitalization Plan. Dr. Merrill Conant seconded the motion. The motion carried 5 - 0.

USD #443: Jeff Hiers moved to approve the Interlocal Agreement that includes the Commercial Neighborhood Revitalization Plan. Brain Mashak seconded the motion. The motion carried 5 - 0.

ADJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, June 6, 2016

7:00p.m.

MEETING #5039

CALL TO ORDER

ROLL CALL: Vice Mayor Rick Sowers, Commissioners Kent Smoll, Jan Scoggins, and Brian Delzeit present. Joyce Warshaw absent.

INVOCATION by Justin Hayes of Dodge City Church of Nazarene

Vice Mayor Rick Sowers added an item to the agenda; Executive Session – Attorney/Client Privilege Matters, not to exceed 15 minutes to include City Manager, Cherise Tieben, City Attorney, Brad Ralph and Assistant to City Manager, Ernestor Delarosa.

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

Jim Hanni Vice President of Triple AAA presented the Dodge City Police Department with a Traffic Safety Award. This marks the 3rd year in a row Dodge City Police Department has qualified for a Triple AAA Kansas Safety Award, moving from Silver to Gold and this year they have qualified for the top award the Platinum Award which is the highest award. The Dodge City Police Department is one of eight cities to qualify in the State of Kansas. The Platinum Award is given for demonstrating outstanding effort and dedication to addressing local traffic safety issues. They are being recognized for their participation in the education of the various programs implemented and dedication to these programs promoting community traffic safety. Troy Wells of KDOT was also present for the presentation. Troy helps identify deserving police departments that qualify for this award. Thad Brown and Chief Drew Francis were presented the award.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, May 16, 2016;
2. Approval of City Commission Special Meeting Minutes, May 19, 2016;
3. Appropriation Ordinance No. 11, June 6, 2016;
3. Cereal Malt Beverages:
 - a. Love's Travel Stop #62, 400 E. Wyatt Earp Blvd.

- b. El Charro Restaurant, 1209 W. Wyatt Earp Blvd.
4. Change Order #1 for Well #18 Replacement/New Well #31, WL 1401.

Commissioner Jan Scoggins moved to approve the consent calendar as presented. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3628: An Ordinance Designating Dodge City Days as a Special Event in the City of Dodge City, Kansas was approved on a motion by Commissioner Brian Delzeit; seconded by Commissioner Kent Smoll. The motion carried 4 – 0.

Ordinance No. 3629: An Ordinance Vacating Alley Right-of-Way South of Division Street, Between Central Avenue and Avenue A, **and;**

Ordinance No. 3630: An Ordinance Vacating a Portion of Smith Street right-of-Way, West of Sunnyside Elementary School were approved on a motion by Commissioner Jan Scoggins; Commissioner Brian Delzeit seconded the motion. The motion carried 4 – 0.

Resolution No. 2016-17: A Resolution Making Certain Findings and Determinations as to the Need for Housing With the City of Dodge City, Kansas and Setting Forth the Legal Description of Real Property Proposal to be Designed as a Rural Housing Incentive District Within the City was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Jan Scoggins. The motion carried 4 – 0.

Resolution No. 2016-18: A Resolution for the Temporary Suspension and Waiver of Certain Provisions of Ordinance No. 2838 and the 2009 International Fire Code Pertaining to the Discharge of Fireworks within the City Limits of the City of Dodge City, Kansas was approved on a motion by Rick Sowers; seconded by Commissioner Kent Smoll. The motion carried 4 – 0.

NEW BUSINESS

1. Approval of Bid from Klotz Sand Co. Inc. in the amount of \$188,942.75 for the Construction of the 2015 Asphalt Street Projects was approved on a motion by Commissioner Jan Scoggins; seconded by Commissioner Brian Delzeit. The motion carried 4 – 0.
2. Approval of Bid from Building Solutions, LLC. In the amount of \$315,815 for Reconstruction of Park Street (Santa Fe Avenue to 5th Avenue) was approved on a motion by Commissioner Brian Delzeit; seconded by Commissioner Jan Scoggins. The motion carried 4 – 0.

UNFINISHED BUSINESS

OTHER BUSINESS

City Manager, Cherise Tieben:

- My condolences to Mayor Joyce Warshaw and Family for the loss of her father;
- June 15 –Firework Fund Raiser at Wendy’s from 5:00 p.m. to 8:00 p.m.
- June 23 -State of the City Meeting starting at 11:30 a.m.

Commissioner, Kent Smoll:

- Congratulations to the Police Department;
- Congratulations to JD of the County who was promoted to County Administrator. Look forward to continue a strong relationship.
- Roofing Contractors are in town, be careful with who you deal with;
- Amazing to see number of people at the Water Park from out-of-town;
- Congratulations to Paul Lewis and Danielle, the life guards; they are doing a wonderful job.
- Sales tax down 2.28% from last month, continue to stress shop local and shop often;
- Our sympathy to Joyce.

Commissioner, Jan Scoggins;

- Thank Daniel Cecil and staff for having the cemetery look so amazing over the Memorial Day Weekend. Thank the volunteers for putting the flags out;
- Kuddos to the Dodge City Police Department for their Platinum Award. Keep up the good safety work.

Commissioner, Brian Delzeit:

- Congratulate the Dodge City Police Department. Police officer interacting with the community says a lot about the attitude of the officers they have.
- Roofers in town; from a realtor’s point of view, talk to your insurance company about your roof claims. You only have a certain amount of time to report your claim. This is an opportunity to support our local contractors that are and keep that money local, you can get a list of local contractors at our inspection department.
- Water Park is up and running, excited about it;
- Be careful for 4th of July and be courteous to your neighbors.

Commissioner, Rick Sowers:

- Kuddos to Paul Lewis and everyone involved for the amazing job on the Water Park; it was well put together. Thanks to Commissioner Smoll for pushing for the wave pool and the Aquatics group for pushing for the 50 yard meter pool.
- Be careful on the Fourth of July.

EXECUTIVE SESSION

Vice Mayor Rick Sowers made a motion to adjourn and to move into Executive Session at 7:45 p.m. not to exceed 15 minutes, to include City Manager, City Attorney and Assistant to City Manager to discuss Attorney/Client privilege matters not to exceed 15 minutes. No action will be taken.

ADJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting; Commissioner Kent Smoll seconded. The motion carried 4 – 0.

Mayor

ATTEST:

Nannette Pogue, City Clerk

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of Dodge City

SECTION 1 - LICENSE TYPE			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One:			
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.			
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.			

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 004-420728482F-001			
Name of Corporation HIGH PLAINS PIZZA, INC.		Principal Place of Business HIGH PLAINS PIZZA, INC	
Corporation Street Address 7 W PARKWAY BLVD		Corporation City LIBERAL	State KS
Date of Incorporation 09/01/1966		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name		Phone No. 620-624-5638	
Residence Street Address		City	State Zip Code

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name PIZZA HUT #104		Name HIGH PLAINS PIZZA, INC	
Business Location Address 110 FRONTVIEW ST		Address PO BOX 2438	
City DODGE CITY	State KS	City LIBERAL	State KS
	Zip 67801		Zip 67901
Business Phone No.		<input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s)			

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name SEE ATTACHED		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Date of Birth	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Age	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Age	
Residence Street Address		City	State Zip Code



June 8, 2016

City of Dodge City, Kansas
Dodge City, Kansas

Re: Underwriter Engagement Relating to Potential Municipal Securities Transaction for the City of
Dodge City, Kansas

Ladies and Gentlemen

The City of Dodge City, Ks (“Issuer”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”) are entering into this engagement letter to confirm that they are engaged in discussions related to a potential issue of (or series of issuances of) municipal securities related to general obligation bonds, general obligation notes for new money projects and/or refundings, revenue bonds including utility issues and/or sales tax issuances for new money and/or refundings and/or general obligation equivalents (the “Issue”) and to formalize Stifel’s role as underwriter with respect to the Issue.

Engagement as Underwriter

Issuer is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission (“SEC”) and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter for a particular issuance of municipal securities. Issuer hereby designates Stifel as an underwriter for the Issue. Issuer expects that Stifel will provide advice to Issuer on the structure, timing, terms and other matters concerning the Issue. The termination of the engagement will occur as the financings are completed or otherwise terminated by either party with 30 days notice.

Limitation of Engagement

It is Issuer’s intent that Stifel serve as an underwriter for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by the City Commission, finalizing the structure of the Issue and executing a bond purchase agreement. While Issuer presently engages Stifel as the underwriter for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by Issuer, without penalty or liability for any costs incurred by the underwriter, or Stifel. Furthermore, this engagement letter does not restrict Issuer from entering into the Issue with any other underwriters or selecting an underwriting syndicate that does not include Stifel.

Disclosures Required by MSRB Rule G-17 Concerning the Role of the Underwriter

The Issuer hereby confirms and acknowledges each of the following concerning the role that Stifel would have as an underwriter:

- (1) Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (2) the underwriter’s primary role is to purchase securities with a view to distribution in an arm’s-length commercial transaction with the issuer and it has financial and other interests that differ from those of the issuer;

- (3) unlike a municipal advisor, the underwriter does not have a fiduciary duty to Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of Issuer without regard to its own financial or other interests;
- (4) the underwriter has a duty to purchase securities from Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (5) the underwriter will review the official statement for Issuer's securities, and complete requisite due diligence, in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Disclosures Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the Issue. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Issue. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest Disclosures

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

Disclosures Relating to Complex Municipal Securities Financing

Since Stifel has not recommended a "complex municipal securities financing" to Issuer, additional disclosures regarding the financing structure for the Issue are not required under MSRB Rule G-17.

However, if Stifel recommends, or if the Issue is ultimately structured in a manner considered a "complex municipal securities financing" to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Sincerely,

Stifel, Nicolaus & Company, Incorporated

By: /s/ Patricia Hinojos

Name: Patricia Hinojos

Title: Managing Director

Issuer accepts and acknowledges the foregoing.

Accepted and Executed:

By: _____

Name: _____

Title: _____

Date: _____

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Corey Keller

Date: June 15, 2016

Subject: Polykart Purchase

Agenda Item: New Business

Recommendation: On June 14, 2016 5 bids were received and opened for the purchase of one truckload of 96 gallon polykarts. Based on the bids receive staff would ask that the commission accept the bid from Toter Inc. in the amount \$28,909.92.

Background: This is the annual purchase of polykarts for the Sanitation Departments. The karts purchased this year will be utilized for new customers, dumpster removal, and new grass karts for residence. Sanitation crews continue to target problem areas and remove dumpsters from alleys. A little of 2000 residence in Dodge City still use alley dumpsters. Staff plans to complete the polykart conversion in the next 4 to 5 years.

Justification: The Toter polykart has shown to be the best polykart for Dodge City. The karts come with a 10 year warranty and have been the most durable in our weather conditions. The bid received by Toter Inc is the low bidder.

Financial Considerations: There is \$30,000.00 budgeted for this purchase in the Sanitation Budget

Bids Received

Toter LLC.

624 Polykarts @ \$46.33 = **\$28,909.92**

Downing Sales

580 Polykarts @ \$46.40 = **\$26,912.00**

Schaefer Systems Inc.

549 Polykarts @ 51.26 = **\$28,141.74**

Rehrig Pacific Co **No Bid**

Otto Environmental Sys **No Bid**

Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery, P.E. 
Director of Engineering Services*

Date: June 13, 2016

*Subject: Consulting Agreement for Plan
Revisions of 6th Ave. Extension Design,
ST 1611.*

Agenda Item: New Business

Recommendation: Approve Consulting Services Agreement with BHC Rhodes pending review by City Attorney.

Background: BHC Rhodes completed the original plans for this project in 2005. Once the plans were complete the decision was made not to move on to the construction phase. Since that time much development has taken place in the area adjacent to 6th Ave. with more planned in the very near future. The revised plans will include details for new intersections that are being planned with the future development. Also some rules and regulations have changed and the plans and all permits need to be made current.

Justification: This extension of 6th Ave. needs to be completed to provide better access to this part of town. As it stands now residential streets are acting like collectors. These streets were not designed or meant to be used in this manner. This extension of 6th Ave. will provide better access to a growing neighborhood and an additional access to Legend's Park. BHC Rhodes provide the necessary services to insure that the design meets all the requirements of this type of roadway.

Financial Considerations: The contract with BHC Rhodes is for a not to exceed amount of \$21,100.00. Funding of this project will be from GOB which were approved earlier this year.

Purpose/Mission: The completion of this project will enable the City to have the documents necessary to bid this extension of 6th Ave. This will provide better access for the residents and emergency services to this growing neighborhood.

Legal Considerations: The City is entering into a contract with BHC Rhodes and is bound by the provisions of this contract.

Attachments: The Consulting Services Agreement with BHC Rhodes.

AGREEMENT FOR SERVICES

**Professional Services
For
Revised Design of Improvements to 6th Avenue
From Ross Blvd to City Limits**

Between:

BRUNGARDT HONOMICHL & COMPANY, P.A.

And

City of DODGE CITY, KANSAS

**BHC RHODES Contract Number:
June 3, 2016**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective the 3rd day of June, 2016, by and between **Brungardt Honomichl & Company, P.A.** (hereinafter referred to as Consultant), a professional corporation with offices at 7101 College Blvd., Suite 400, Overland Park, Kansas 66210, and the city of Dodge City, Kansas (hereinafter referred to as City), a public entity.

WITNESSETH:

WHEREAS, City requires professional services for the revised design of improvements to 6th Avenue between Ross Blvd and the City limits as described in Attachment 'A'; and,

WHEREAS, Consultant is prepared to provide such services;

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7.0 – OWNERSHIP OF DOCUMENTS. The Client acknowledges the Consultant's documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of the Services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the City or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

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

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

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

ARTICLE 9.0 - INDEMNIFICATION. The Consultant shall indemnify the City and hold it and its officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death, resulting therefrom, or damage sustained by any person or persons (including the Consultant's employees) by reason of any negligent act, omission or neglect on the part of the Consultant's employees.

The City shall also indemnify the Consultant and hold him and his officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death resulting therefrom, or damage sustained by any person or persons (including the City's employees) by reason of any negligent act, omission, or neglect on the part of the City's employees.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

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

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

ARTICLE 11.0 – NON-DISCRIMINATION. There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

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

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

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

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

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

ARTICLE 17.0 – HAZARDOUS MATERIALS. Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services

under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

ARTICLE 18.0 – SEVERABILITY. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 19.0 – ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

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

**City of Dodge City
Dodge City, Kansas**

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

Authorized Signature

By: 
Kevin L. Honomichl, P.E., L.S.

Title: President

Date: _____

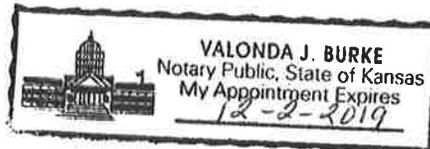
Date: 6/6/16

ATTEST:

ATTEST:

City Clerk


Notary Public



Attachment A Scope of Services

Revised Design of Improvements to 6th Avenue

The Consultant will provide professional services as follows:

It is understood that the required updated construction documents will be substantially similar to the plans and specifications completed in 2005. Plans will be updated to add two more side street connections at north end of 6th Avenue in order to accommodate recent development activity. Limited topographic features will be checked to see that the design survey still appears valid while also gathering additional topographic information for new side street connections. Specifications will be updated to incorporate any recent changes in City standards or contracting forms. Specific tasks as part of these construction document updates will include:

- Attend an update kick-off meeting with City staff and officials
- Perform field survey of a limited number of existing features as well as perform a topographic survey of the two additional side street intersection locations.
- Contact utility companies to update utility records and locations of utilities within the project area.
- Coordinate with adjacent subdivision developers to layout two new side street connections between Tanglewood Drive and Iron Street.
- Update final street construction plans and specifications, as well as other information necessary for construction. It is assumed that the drainage elements of the project remain unchanged other than what is required to incorporate the additional intersections.
- Determine utility conflicts and coordinate relocations, as necessary
- Coordinate with other agencies including KDHE, Corps, DWR.
- Assist City in obtaining permits from regulatory agencies
- Review final design with City Officials and staff
- Assist City with updated cost estimates
- Assist City with advertising for construction bids

Construction Phase-

- Level of required effort to be determined at later date, and included as Additional Services

ADDITIONAL SERVICES

When specific surveys, plans, inspection of construction or other such services are called for or requested by the City, Consultant will furnish personnel, equipment and management to provide such services on an hourly basis as hereinafter provided.

These additional services could include, but not be limited to design of private utility relocations, wetlands assessment and mitigation design, design of improvements beyond limits of project, and construction phase services.

Attachment B Fee Schedule

Revised Design of Improvements to 6th Avenue

The City will reimburse the Consultant for the provision of professional services described in the Scope of Services on the basis of a lump sum amount of Twenty One Thousand One Hundred Dollars (\$21,100.00). Said lump sum shall include all labor, overhead, direct expense associated with the Scope of Services above, and a reasonable profit.

ADDITIONAL SERVICES

If additional services beyond those described in the Scope of Services are required and agreed to in writing by the City, an equitable adjustment in fee and time of performance will be mutually determined by both the Consultant and the City prior to the Consultant proceeding with the additional services.

Additional work will be performed on an hourly basis at our current hourly rates. Reimbursable expenses incurred outside of this agreement will be charged to the City in accordance with the current reimbursable expense schedule.

Hourly Rate Schedule

Title	Rate
Principal Program Manager	\$170.00
Project Manager	155.00
Traffic Engineer	130.00
Project Engineer	130.00
Resident Project Engineer	130.00
Design/Staff Engineer	105.00
Sr. Designer	105.00
Designer	95.00
Senior Eng. Technician	105.00
CAD Technician	95.00
Technician	65.00
Clerical	50.00
Lead Construction Technician	110.00
Construction Technician II	100.00
Construction Technician I	85.00
Sr. Land Surveyor	160.00
Survey Manager	155.00
Project Surveyor	130.00

Sr. Survey Technician	75.00
Survey Technician	60.00
Drafter	60.00
Crew Chief	75.00
Crew Member	65.00

Reimbursable Expenses:

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
A. Passenger Vehicle	Per mile	IRS rate
B. Survey Vehicle	Per mile	\$0.70
C. Telephone/Cellular/Long Distance		Actual Cost
D. In House Reproduction	Sq. Ft.	\$0.15
E. Miscellaneous Supplies		Actual Cost
F. Freight & Postage		Actual Cost
G. Total Station Equipment fee	Per Hour	\$15.00
H. GPS Equipment fee	Per Hour	\$30.00
I. Robotic Total Station	Per Hour	\$40.00
J. Laser Scanning		Price per Project

Memorandum

*To: City Manager
City Commissioners* 
*From: Ray Slattery, P.E.
Director of Engineering Services*
Date: June 13, 2016
*Subject: Consulting Agreement for Central Ave.
Reconstruction Design, ST 1508.*
Agenda Item: New Business

Recommendation: Approve Consulting Services Agreement with BHC Rhodes pending review by City Attorney.

Background: The Commission approved the design and reconstruction of Central Ave., Wyatt Earp Blvd. to Comanche St. Earlier this year Requests for Proposals (RFP's) were requested. Seven consulting firms responded to the request. Staff reviewed and evaluated these RFP's. Three firms were then asked for a face to face interview. Several staff members made up Interview Committee and sat in on the interviews. The Interview Committee chose BHC Rhodes as the consultant to design this project. Staff and BHC Rhodes contacted a conference call to determine the scope of the project and so that BHC Rhodes understood the desires of staff for the project.

Justification: This section of Central Ave. is in need of reconstruction. Along with the reconstruction of the driving surface, a new water line will be installed, sanitary sewer repairs made, if needed, and coordination with the private utilities will also take place. BHC Rhodes provide the necessary services to insure that the design meets all the requirements of this type of roadway.

Financial Considerations: The contract with BHC Rhodes is for a not to exceed amount of \$498,970.00. Funding of this project will be from GOB which was approved in 2015.

Purpose/Mission: The completion of this project will enable the City to have the documents necessary to bring this roadway back into an acceptable condition and provide better access for the residents, schools, and businesses that are located on or use this roadway.

Legal Considerations: The City is entering into a contract with BHC Rhodes and is bound by the provisions of this contract.

Attachments: The Consulting Services Agreement with BHC Rhodes.

AGREEMENT FOR SERVICES

**Professional Services
For
Central Avenue Reconstruction
(Wyatt Earp Blvd to Comanche Street)**

Between:

BRUNGARDT HONOMICHL & COMPANY, P.A.

And

City of DODGE CITY, KANSAS

**BHC RHODES Contract Number:
June 13, 2016**

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, effective the 13th day of June, 2016, by and between **Brungardt Honomichl & Company, P.A.** (hereinafter referred to as Consultant), a professional corporation with offices at 7101 College Blvd., Suite 400, Overland Park, Kansas 66210, and the city of Dodge City, Kansas (hereinafter referred to as City), a public entity.

WITNESSETH:

WHEREAS, City requires professional services for the design of improvements to Central Avenue between Wyatt Earp Blvd and Comanche Street as described in Attachment 'A'; and,

WHEREAS, Consultant is prepared to provide such services;

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7.0 – OWNERSHIP OF DOCUMENTS. The Client acknowledges the Consultant's documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of the Services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the City or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

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

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

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

ARTICLE 9.0 - INDEMNIFICATION. The Consultant shall indemnify the City and hold it and its officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death, resulting therefrom, or damage sustained by any person or persons (including the Consultant's employees) by reason of any negligent act, omission or neglect on the part of the Consultant's employees.

The City shall also indemnify the Consultant and hold him and his officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death resulting therefrom, or damage sustained by any person or persons (including the City's employees) by reason of any negligent act, omission, or neglect on the part of the City's employees.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

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

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

ARTICLE 11.0 – NON-DISCRIMINATION. There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

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

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

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

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

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

ARTICLE 17.0 – HAZARDOUS MATERIALS. Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services

under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

ARTICLE 18.0 – SEVERABILITY. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 19.0 – ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

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

**City of Dodge City
Dodge City, Kansas**

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

Authorized Signature

By: 
Kevin L. Honomichl, P.E., L.S.

Title: President

Date: _____

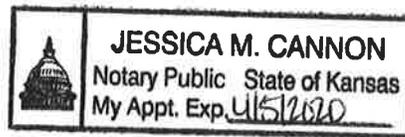
Date: 6/13/16

ATTEST:

ATTEST:

City Clerk


Notary Public



Attachment A Scope of Services

Central Avenue Reconstruction (Wyatt Earp to Comanche)

The Consultant will provide professional services as follows:

Project Description

The following outlined scope of services is for the design, preparation of construction documents, and bidding support for Central Avenue Reconstruction from Wyatt Earp Blvd to Comanche Street. This scope includes preparation of field check, office check, and final construction documents for the reconstruction of Central Avenue from the existing 2-lane brick street with on-street parking to a new 2-lane, 2-way street with concrete pavement and on-street parallel parking pockets interspersed with “bumpouts” north of Cedar Street. The existing brick streets south of Cedar Street will be reconstructed with brick pavers and with “bumpouts” at intersections. Improvements to existing traffic signals at Spruce and Comanche are expected to add additional signal poles and heads to accommodate proposed 2-way traffic movements. Two new HAWK pedestrian signals will be included near Sacred Heart and Central Elementary sites. Repairs and/or replacement of City water and sanitary sewer mains will be included in the construction package.

Task Description

The task breakdown and corresponding effort anticipated for the work is provided below.

A. Initial Data Collection and Study

1. Plan and attend a kick-off meeting in Dodge City with City staff, and any other key stakeholders identified by City, to review project objectives, design criteria, key contacts, public communication plan, and the project schedule.
2. Evaluate available traffic data to assess current traffic conditions and assess likely impacts from conversion from one-way to two-way traffic pattern on Central between Spruce and Comanche. Once school resumes session in Fall 2016, collect additional peak-hour movement counts at key intersections to estimate impacts.
3. Coordinate with School District and their design professionals to gather information on planned changes to Central Elementary campus.
4. Gather information on existing traffic signals within the project limits to assess current equipment, room for expansion, condition of wiring and conduits, and other features to evaluate potential for adding signal equipment versus complete replacement of all signal equipment.
5. Conduct a survey of the existing trees within the project limits to assess current condition, expected remaining life, unique features, and other information to assist with determining which trees should be saved rather than replaced.
6. Develop a public informational door hanger and news release to share with property owners and residents along the project corridor to explain the overall project elements and to seek information that may be relevant to design and construction.
7. Perform a design topographic survey including the following tasks:
 - a. Perform a field reconnaissance to locate control points in the field. Establish horizontal reference points in the field tied to available section line and property

information.

- b. Establish project benchmarks and run bench loop to known City, County, or other reference benchmarks.
- c. Perform field design surveys to determine location/elevation of topographic features within the defined corridor boundaries including: pavement, storm and sanitary sewers, marked utilities, utility markers/valves/boxes/poles/etc., traffic signals, and other key features normally included in design surveys.
- d. Establish property boundary and easement lines for corridor.
- e. Prepare base mapping reflecting topography at 1 inch equals 20 feet using English units.

B. Conceptual Design

1. Develop initial layouts for proposed lane configurations, on-street parking, sidewalk locations, and traffic signal improvements for Central Avenue.
2. Identify alternatives for incorporating brick accents into the roadway construction (i.e. brick intersections, ribbons along cross-walks, behind curb, etc.).
3. Develop a tree plan for the corridor identifying which trees should be replaced and with choices for new trees.
4. Review video of existing sanitary sewer mains and manholes to assess current conditions and identify most appropriate corrective action (i.e. cured-in-place lining, complete replacement, etc.).
5. Submit conceptual alternatives to City staff for review. Meet with staff and officials in Dodge City to discuss options for project and decide on option to be incorporated into detailed design.
6. Prepare for and attend a public open house meeting in Dodge City to share information with the public and property owners as to potential improvements and impacts during and after construction. If requested by City, attend a closed meeting earlier in same day with businesses and/or the School District to discuss materials to be shared during open house meeting.

C. Field Check Plans

1. Develop horizontal and vertical alignment for Central Avenue between Cedar and Comanche.
2. Evaluate changes in curb layout for Central Avenue between Wyatt Earp Blvd and Cedar Street for brick reconstruction.
3. Perform a limited analysis of existing drainage areas along Central to identify existing runoff patterns. Project is expected to preserve those existing patterns unless specifically directed by City. If necessary, develop preliminary layout and sizing of drainage system improvements at the Comanche and Spruce intersections per City design criteria.
4. Provide preliminary cross sections for new street to identify grading limits, property impacts, and construction quantities.
5. Develop a preliminary plan for landscaping which may include new trees behind curb and streetside amenities (i.e. sidewalk, trail, etc.).
6. Prepare a preliminary plan for water main and service connections replacement along Central.
7. Prepare a preliminary plan for sanitary sewer main and service connection repairs

- and/or replacement within the Central Avenue right-of-way.
8. Complete preliminary design of traffic signal modifications at the Cedar and Comanche intersections, as well as for the two HAWK signals.
 9. Prepare a preliminary layout for proposed right-of-way/easement needed for construction. It is expected that construction will primarily be accommodated thru the use of rights-of-entry rather than formal easements and/or right-of-way acquisition.
 10. Prepare a preliminary construction sequencing plan for consideration by City staff.
 11. Coordinate with School District staff and design professionals regarding proposed site changes.
 12. Coordinate with utility representatives to develop a preliminary utility relocation layout.
 13. Submit field check plans and preliminary cost opinion to City for review. Hold field review of plans on site with City staff.
 14. Prepare for and attend a public open house meeting in Dodge City to share information with the public and property owners as to potential improvements and impacts during and after construction. Assumes up to 3 attendees with color exhibits showing the proposed improvements. If requested by City, attend a closed meeting earlier in same day with businesses and/or the School District to discuss materials to be shared during open house meeting.
 15. Ongoing Communication (Meetings, Emails, and Phone Calls) with City Staff, School District, Key Stakeholders, Utilities and the Project Team. Assumes up to 1 additional meeting in Dodge City during the field check plans phase.
 16. Conduct a simple historical assessment as to potential impacts to the existing historic district.

D. Office Check Plans

1. Make revisions to plans per field check comments.
2. Prepare right-of-way and easement descriptions and exhibits as required for construction and provide to the City for acquisition purposes.
3. Develop any special construction detail sheets that are not standard to City or KDOT.
4. Finalize surface drainage and storm sewer design including final inlet spacing, layout, storm sewer sizing, and supporting calculations assuming that City will require a limited number of inlets or new storm sewer installation.
5. Prepare Office Check Plans to City requirements. These plans will include: Title Sheet, Typical Sections, Index Map, General Notes and Legend, Survey Data Sheet, Removal and Relocation Sheet, Plan/Profile Sheets (1"=20' horiz.; 1"=10' vert.), Driveway Profiles, Intersection Detail Sheets, Storm Sewer Plan/Profile Sheets, Landscaping Plans, Streetscape Amenities Plans, Water Line Plan/Profile Sheets, Sanitary Sewer Plan/Profile Sheets, Traffic Signal Layout and Wiring Diagram Sheets, Permanent Pavement Marking and Signing Plans, Sidewalk Ramp Layout Sheets with limited design of proposed spot elevations, Construction Sequencing Plans, project details, and Cross Sections at 25' intervals as well as three sections for each driveway (drive edges and centerline).
6. Develop an erosion control plan and, if necessary, prepare a KDHE NOI Permit. The project SWPPP is assumed to be prepared by the contractor awarded the construction contract.
7. Prepare structural details for any retaining walls, assuming cast concrete walls are to be

used if needed.

8. Develop concrete pavement joint layout plans and prepare required details.
9. Develop brick paver layout plan, concrete base layout plans, and prepare required details.
10. Make final adjustments to project grading limits and verify this work is still within the previously defined easements.
11. Incorporate historic consultant expertise to specify design elements to reduce construction impacts to the existing historic district.
12. Prepare project specific special conditions to be inserted into the project manual for items not included or addressed by a City specification.
13. Internal quality check / plan review.
14. Update project quantities and provide revised opinion of probable costs to City.
15. Submit Office Check plans and special provisions to City. Assumes electronic submittal of PDFs and up to 2 full-size copies for the City.
16. Ongoing Communication (Meetings, Emails, and Phone Calls) with City Staff, School District, Key Stakeholders, Utilities and the Project Team. Assumes up to 2 meetings in Dodge City during the office check phase.

E. Final Plans

1. Make revisions to plans per Office Check comments.
2. Add final plan information and make final plan revisions for final plans.
3. Final internal quality check and review of plans, City standard specifications, and quantities.
4. Prepare and submit the Engineer's Opinion of Probable Cost to the City for their review at time of bid opening.
5. Assemble special provisions, bid proposal, and invitation to bid sections for bid document package using standard City forms.
6. Distribute hard copy of plans to City (2 Full -size bond sets). Provide electronic deliverable of PDF plan set to City.
7. Prepare for and attend 1 public information meeting. Assumes up to 3 attendees with color exhibits showing the proposed improvements.
8. Ongoing Communication (Meetings, Emails, and Phone Calls) with City Staff, School District, Key Stakeholders, Utilities and the Project Team. Assumes up to 2 additional meetings in Dodge City during the final plans phase.

F. Bidding Phase Support

1. Answer questions from potential bidders during the advertising phase and attend pre-bid meeting in Dodge City.
2. If desired by City, distribute sets of bid documents (paper or electronic) to bidders for a reasonable non-refundable fee.

Related Services not Included

While not included in the basic or additional services thus far, it is understood that any construction engineering and observation services for the Comanche Street improvements that may be required would be negotiated prior to construction when this effort is more clearly defined.

Assumptions

1. Does not include any 4(f) or 6(f) evaluation, environmental impact statement, or environmental analysis, or any identification of or mitigation for wetlands or other aquatic habitat and assumes any Corp of Engineer 401 permit will fall under a Nationwide Permit. Requests for comment by typical State reviewing agencies (i.e. KDWP, State Historical Society, etc.) will be made by the Engineer. Does not include final submittal of any permits as part of this agreement.
2. Assumes that City will be responsible for advertising, bidding, and awarding the construction project.
3. Street lighting is to be designed by local electric utility provider. Some discussion with them as to the type and spacing of street lighting to be installed is expected.
4. No design of off-site utility or drainage improvements is included.
5. Limited detailed design, including 4 to 6 spot elevations and proposed slopes for each ramp, is all that is required for design of sidewalk ramps on the project. Standard details will be used otherwise.
6. All street/traffic signs will be replaced as part of the project.
7. Traffic plans will incorporate BHC RHODES quantity sheets supplemented with KDOT details, where relevant.
8. Any retaining wall design is assumed to be for relatively simple cast-in-place concrete walls. Any modular block systems will be designed as part of contractor's work.
9. Does not include any centerline staking or resetting of property corners except for setting up to 12 new property corners if right-of-way is acquired on specific tracts.
10. Does not include any septic sewer system location, investigation, or design.

Schedule

Tasks A through C are estimated to be completed within the lengths of time indicated below (measured from receipt of City comments from previous milestone submittal):

Schedule:

Initial Data Collection and Study
Conceptual Design
Field Check Plan Submittal
Office Check Plan Submittal

Final Check Plan Submittal

PS&E Submittal

Completed Within:

6 weeks from NTP
12 weeks from NTP
6 months from NTP
3 months from Field Check
Plan Approval
2 months from Office
Check Plan Approval
6 weeks from Final Check
Plan Approval

Sr. Land Surveyor	150.00
Survey Manager	150.00
Project Surveyor	125.00
Sr. Survey Technician	108.00
Survey Technician	72.00
Drafter	65.00
Crew Chief	90.00
Crew Member	72.00

Reimbursable Expenses:

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
A. Passenger Vehicle	Per mile	IRS rate
B. Survey Vehicle	Per mile	\$0.70
C. Telephone/Cellular/Long Distance		Actual Cost
D. In House Reproduction	Sq. Ft.	\$0.15
E. Miscellaneous Supplies		Actual Cost
F. Freight & Postage		Actual Cost
G. Total Station Equipment fee	Per Hour	\$15.00
H. GPS Equipment fee	Per Hour	\$30.00
I. Robotic Total Station	Per Hour	\$40.00
J. Laser Scanning		Price per Project

Memorandum

To: Cherise Tieben, City Manager
From: Ryan Reid, Director of Administration
Date: June 16, 2016
Subject: Approval of Bid for Police Department Vehicles
Agenda Item: New Business

Recommendation: I recommend approval of the bid from Lewis Motors in the amount of \$63,002 for 2 patrol vehicles

Background: Two Patrol Vehicles were put out to bid twice. The first bid date did not produce any bids. So, the vehicles were rebid with the bids due on May 31, 2016. At this time, specifications were delivered directly to the local dealers. One bid was received from Lewis Motors in the amount of \$63,002 which includes 1,800 trade in for two Crown Victorias. The vehicles meet specs and come with a police package.

Justification: This is a budgeted purchase and funds are available in the Capital Equipment Fund for the purchase.

Financial Considerations: Funds are budgeted and available.

Purpose/Mission: On-going Improvement.

Legal Considerations: None

