

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, October 16, 2017

7:00 p.m.

MEETING #5080

CALL TO ORDER

INVOCATION BY Chaplain Shannon Sanchez

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Special Olympics Kansas Day

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 Commission Meeting Minutes, October 2, 2017;
2. Approval of City Commission Meeting Minutes, October 2, 2017;
3. Appropriation Ordinance No. 20, October 16, 2017;
4. Cereal Malt Beverage License:
 - a. Kate's, 305 E. Trail St.
5. Approval of Change Order No. 1 for 6th Avenue Rough Grading.

ORDINANCES & RESOLUTIONS

Resolution No. 2017-30: A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Dodge City, Kansas; Making Certain Findings with Respect Thereto; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Various Internal Improvements/Wagon Wheel Addition, Unit 2). Report by Assistant to Finance Director, Nicole May.

NEW BUSINESS

1. Approval of Quote for Infrastructure Improvements for Wagon Wheel 2. Report by Engineering Director, Ray Slattery.
2. Approval of Bid for Pipeline Inspection Trailer System, Report by Director of Administration, Ryan Reid.
3. Approval of Consulting Service Agreement for Soule Street and North 14th Avenue. Report by Tanner Rutschman, P.E. City Engineer.
4. Approval of Contract for the USDA Rural Business Development Grant. Report by Project Development Coordinator/Assistant to City Manager, Melissa McCoy.

OTHER BUSINESS

ADJOURNMENT

PROCLAMATION FOR SPECIAL OLYMPICS KANSAS DAY

WHEREAS, Dodge City is a community that supports Special Olympics Kansas through events and competitions such as the Southwest Truck Convoy, Law Enforcement Torch Run and West Region Spring and Fall Games; and

WHEREAS, Dodge City wants to recognize the following for being inducted into the Special Olympics Kansas Hall of Fame by portraying exceptional sportsmanship as well as a positive attitude on and off the field: Casey Leatherwood in 2017, Roy Baxter in 2015 and Patty Stephenson in 2013; and

WHEREAS, Leora Kennedy was recognized in the 2016 Summer Games as 'Most Inspirational Athlete' for being positive and encouraging others both on and off the field; and

WHEREAS, Michelle Leatherwood received the 2016 Making a Difference Award as Program Volunteer of the Year for demonstrating an overall commitment and going above and beyond exemplifying the Special Olympics Kansas spirit; and

WHEREAS, Ron Just received the Making a Difference Award as the 2015 Coach of the Year.

NOW, THEREFORE, by virtue of the authority vested in me as Mayor of the City of Dodge City, do hereby proclaim October 21 as

Special Olympics Kansas Day

in Dodge City and ask residents to show support of Special Olympic Kansas athletes as they compete in the bowling tournament at Spare Tyme Bowl as well as other events throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 16th day of October, 2017.

Rick Sowers, Mayor

Nannette Pogue, City Clerk

Joint City/County Commission Meeting Minutes
Monday, October 2, 2017
Rose Room
Ford County Government Center
5:30 PM
Meeting #5078

Call to Order

Roll Call

Ford County: Chairman Shawn Tasset and Commissioners Ken Snook and Chris Boys.

City of Dodge City: Mayor Rick Sowers, Commissioners Jan Scoggins, Joyce Warshaw, Kent Smoll, Brian Delzeit

REPORTS:

1. Communications Department and Radio project update was given by Director of 911 Communications Elliot Linke
2. A progress report for Organizational Funding that was granted in January of 2017 was given by Assistant to the City Manager/Project Development Coordinator Melissa McCoy

A reallocation of funds different from what was granted was asked for by Dodge City Roundup. There was no objection from any members of the City Commission nor the County Commission.

3. Paul Lewis, Director of Parks and Recreation updated the Commissions on the Turf Project at Legends Fields. Both the City Commission and the County Commission previously approved the negotiated contract for Turf placement at Legends Fields. The work as started.

NEW BUSINESS:

1. A Pledge Agreement for STAR Bonds was presented by the City Manager Cherise Tieben and County Administrator JD Gilbert

County Action: Commissioner Chris Boys moved to approve the Pledge Agreement for STAR Bonds between the City of Dodge City and Ford County. Commissioner Shawn Tasset seconded the motion. The motion carried 2-1, with Commissioner Ken Snook voting no.

City Action: Commissioner Kent Smoll moved to approve the Pledge Agreement for STAR Bonds between the City of Dodge City and Ford County. Commissioner Joyce Warshaw seconded the motion. The motion carried 5-0.

2. The 2018 CFAB Organizational Funding Application and funding match requirements was presented by Assistant to the City Manager/Project Development Coordinator Melissa McCoy

City Action: Commissioner Jan Scoggins moved to approve the 2018 CFAB Organizational Funding Application and funding match requirements. Commissioner Joyce Warshaw seconded the motion. The motion carried 5-0.

County Action: Commissioner Shawn Tasset moved to approve the 2018 CFAB Organizational Funding Application and funding match requirements. Commissioner Ken Snook seconded the motion. The motion carried 3-0

3. The amended agreement with Triple T Promotions was presented by Assistant to the City Manager/Project Development Coordinator Melissa McCoy

City Action: Commissioner Kent Smoll moved to approve the amended contract with Triple T Promotions in the amount of 250,000 for the 2018, 2019 and 2020 seasons. The \$250,000 contract amount includes \$25,000 for World of Outlaws. The motion was seconded by Commissioner Jan Scoggins. The motion carried 5-0.

County Action: Commissioner Shawn Tasset moved to approve the amended contract with Triple T Promotions in the amount of 250,000 for the 2018, 2019 and 2020 seasons. The \$250,000 contract amount includes \$25,000 for World of Outlaws. The motion was seconded by Commissioner Ken Snook. The motion carried 3-0.

4. The 2018 Sales Tax Project Budget was presented by City Finance Director Nannette Pogue.

City Action: Commissioner Joyce Warshaw moved to approve the 2018 Sales Tax Project Budget as presented. Commissioner Kent Smoll seconded the motion. The motion carried 5-0.

County Action: Commissioner Chris Boys moved to approve the 2018 Sales Tax Project Budget as presented. Commissioner Shawn Tasset seconded the motion. The motion carried 3-0.

5. Shared Road Agreement

County Action: Commissioner Shawn Tasset moved to Table the Shared Road Agreement between the City of Dodge City and Ford County. Commissioner Chris Boys seconded the motion to move into discussion. Questions regarding particular roads that were included in the agreement were presented. The motion to table carried 3-0.

City Action: Commissioner Kent Smoll moved to Table the Shared Road Agreement between the City of Dodge City and Ford County. Commissioner Jan Scoggins seconded the motion. The motion carried 3-0.

UPCOMING MEETINGS:

Monday, December 4, 2017 5:30 pm -Joint Commission Meeting- City Commissioners
Chambers City Hall

ADJOURNMENT

County Action: Commissioner Shawn Tasset moved and Commissioner Ken Snook seconded the motion to adjourn the meeting. The motion carried 5-0.

City Action: Commissioner Jan Scoggins moved and Commissioner Joyce Warshaw seconded the motion to adjourn the meeting. The motion carried 5-0.

Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, October 2, 2017

7:00 p.m.

MEETING #5079

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioner Kent Smoll, Jan Scoggins, Joyce Warshaw. Commissioner Brian Delzeit was reported absent.

INVOCATION by Chaplain Shannon Sanchez

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).

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, September 18, 2017
2. Approval of City Commission Meeting Minutes, September 18, 2017;
3. Approval of Special City Commission Meeting Minutes, September 26, 2017;
4. Appropriation Ordinance No. 19, October 2, 2017;
5. Cereal Malt Beverage License:
 - a. Los Sombreros, 308 W. Wyatt Earp Blvd.
6. Reject Proposals for the Heritage District Sign.

Commissioner Jan Scoggins moved to approve the Consent Calendar as presented. Commissioner Kent Smoll seconded the motion. The motion carried 4-0.

ORDINANCES & RESOLUTIONS

Commissioner Brian Delzeit joined the meeting at 7:10 p.m.

Ordinance No. 3677: An Ordinance Vacating a Portion of Brier Street Building Setback for Lots 4 through 9 of Block 7, and Lots 8 through 12 of Block 3, of Correction Map Replat of a Portion of Haggards Addition was approved on a motion by Commissioner Kent Smoll. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

Resolution No. 2017-28: A Resolution Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Temporary Notes, Series 2017-1, of the City of Dodge City,

Kansas; Providing for the Levy and Collection of an Annual Tax, if Necessary, for the Purpose of Paying the Principal of and Interest on Said Notes as They Become Due; Making Certain Covenants and Agreements to Provide for the Payment and Security Thereof; and Authorizing Certain Other Documents and Actions Connected Therewith was approved on a motion by Commissioner Jan Scoggins. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

Resolution No. 2017-29: A Resolution Encouraging Efforts to Maintain the Southwest Chief Passenger Service through the States of Kansas, Colorado and New Mexico and Pledging Financial Participation in the Colfax County New Mexico Tiger IX Grant Application Match was approved on a motion by Commissioner Joyce Warshaw. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

NEW BUSINESS

1. Commissioner Joyce Warshaw moved to approve the bid from Lewis Chevrolet in the amount of \$39,600 to lease two vehicles for a three (3) year period. Commissioner Jan Scoggins seconded the motion. The motion carried 4-1 with Kent Smoll voting no.
2. Commissioner Kent Smoll moved to approve the Agreement with the Dodge City Community College for the Facilities Use Agreement. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.
3. Commissioner Kent Smoll moved to approve the Agreement with Dodge City Community College for the contribution of \$100,000, being paid out over 8 years, for the Legends Park Turf Project. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

Commissioner Kent Smoll moved to amend the agenda to add New Business Item #4. Commissioners Jan Scoggins seconded the motion. The motion carried unanimously.

4. Commissioner Jan Scoggins moved to approve the Change Order in the amount of \$65,300 and the addition of 14 days to the contract with Building Solutions for the Avenue A Bridge Project. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

OTHER BUSINESS

City Manager Cherise Tieben

- The League of Kansas Municipalities Regional Supper in Cimarron will be held on Wednesday, October 4.
- The grand opening for the 3I Show will be held on October 12.
- The State of the College will be held on October 13 at the United Wireless Arena.

- The State of the County will be held on November 1 at the United Wireless Arena
- I will be gone for the next 2 weeks.

Commissioner Kent Smoll

- Shop local and shop often.

Commissioner Jan Scoggins

- Thanked the Dodge City Public Library and all who attended the storybook walk. This was unique and the Parks Department was integral to this project.
- The ice skating rink is operational. It is a great place to go, enjoy yourself and get some great exercise.

-

Commissioner Joyce Warshaw

- Our thoughts and prayers go to all of the victims in Las Vegas and their friends and families.

Commissioner, Brian Delzeit

Mayor, Rick Sowers

- The Kansas Supreme Court put out the Gannon decision today which effected school funding.

ADJOURNMENT

Commissioner Joyce Warshaw moved to adjourn the meeting. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

Mayor

ATTEST:

Nannette Pogue, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR
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 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 licenses premises.	

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>004-481236736-FBI</u>		
Name <u>Riley E Skoggs</u>	Phone No. <u>620-225-9466</u>	Date of Birth <u>Feb 21, 43</u>
Residence Street Address <u>305 E. Trail St.</u>	City <u>Dodge City, KS.</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 3 - LICENSED PREMISE					
Licensed Premise (Business Location or Location of Special Event)			Mailing Address (If different from business address)		
DBA Name <u>Kotes</u>			Name <u>Kotes</u>		
Business Location Address <u>305 E. Trail St.</u>			Address <u>305 E. Trail St.</u>		
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>			City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>		
Business Phone No. <u>620-225-9466</u>			<input checked="" type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.		
Business Location Owner Name(s)					

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for _____ years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes Have <input checked="" type="checkbox"/> No Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Memorandum

*To: City Manager
City Commissioners*

From: Ray Slattery, Director of Engineering Services

Date: October 5, 2017

*Subject: 6th Ave. Rough Grading (ST 1611)
Agenda Item: Consent Calendar*

RS

Recommendation: Approve Change Order No. 1 of PO 3312 for 6th Ave. Rough Grading.

Background: 6th Ave. Rough Grading was approved on May 15, 2017. Due to an error in final quantities, a second change order, Change Order #1 of PO 3312 is submitted. A new PO # had to be issued since the previous PO 3278 for the project had been closed.

Justification: Embankment – The 462 C.Y. deleted from the contract was added back. The contractor supplied additional documentation stating such work had been completed.

Straw Waddle – There was a calculation error in the amount of Straw Waddle used on the project. An additional 1222 L.F. was added to the Pay Estimate to represent installed quantities.

Restocking Fee – As mentioned in Change Order #1 of PO 3278, 69 L.F. of 8” waterline was omitted from the job. This item was in the contract because we could not guarantee the timing of the housing project that needed the waterline. In the end the housing project moved forward and the waterline was installed per that project. However, this was not done prior to materials being ordered for the 6th Ave. Grading Project. The contractor had to pay a restocking fee to return the materials.

Additional work to Adjust Water Valves, Fire Hydrants, and Sewer Manhole – The addition of this item represents the work beyond what was specified to adjust the City Utilities to the new grade of the 6th Ave. roadbed. There were a few water valves not shown on the plans had to be adjusted. Two existing fire hydrants were of age that parts for adjustment were no longer made. The City supplied two new fire hydrants and the contractor installed the hydrants. A sewer manhole was present in the grading area that needed to be adjusted. The fill ended up being such that a new manhole barrel had to be added to the manhole. One reason for these additions is that development has occurred in this area since the plans were first designed and some of these items did not make it onto the bid plans.

Financial Considerations: Change Order No. 1 of PO 3312 is for an increase of \$22,772.58. Funding is available in the GOB of this project.

Purpose/Mission: One of the City's core values in Ongoing Improvements. With the construction of these improvements the City is preparing for the community's future and providing new possibilities for current and future citizens of our community.

Legal Considerations: N/A

Attachments: Change Order No. 1 of PO 3312

Memorandum

To: Cherise Tieben City Manager
From: Nannette Pogue
Date: October 11, 2017
Subject: Resolution No. 2017-30

Agenda Item Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2017-30

Background: A 6(a) petition has been submitted by Tim Volz for the City of Dodge City to make improvements in the Wagon Wheel Addition Unit 2. The improvements are for waterline and sewerline extension and service and streets, curb and gutter construction. The proposed resolution authorizes the City to make the improvements in the benefit district and specially assess the costs of those improvements back to the property owner over a 15 year period. The City's current development policy allows special assessments as a financing tool for development projects. This area is a part of a RHID (Rural Housing Incentive District).

Justification: To assist the developer in residential development and promote affordable housing.

Financial Considerations: The City will issue temporary notes/GO bonds to cover the costs of the improvements and the bond payments will be made through special assessments to the benefit district and the increment property taxes in the RHID will go to pay back the special assessments.

Purpose/Mission: To assist in residential development in Dodge City.

Attachments: Resolution No. 2017-30

RESOLUTION NO. 2017-30

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (VARIOUS INTERNAL IMPROVEMENTS/WAGON WHEEL ADDITION, UNIT 2).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Dodge City, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE DODGE CITY, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (collectively the "Improvements"):

The design, inspection, and construction of the sanitary sewer manholes, gravity sanitary sewer main, water main, water valves, fire hydrants, streets and curbs as necessary to serve the future Wagon Wheel Addition Unit 2, an addition to the City of Dodge City, Ford County, Kansas.

(b) The estimated or probable cost of the Improvements is: \$795,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 1 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Block 2, Wagon Wheel Addition, Unit 2 to the City of Dodge City, Kansas

(d) The method of assessment is: Per lot

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Ford County, Kansas.

ADOPTED by the governing body of the City on October 16, 2017.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on August 1, 2016, as the same appears of record in my office.

DATED:

Clerk

Memorandum

*To: City Manager
City Commissioners*
*From: Ray Slattery, P.E.
Director of Engineering Services*
Date: October 9, 2017
*Subject: Approval of Quote for Infrastructure
Improvements for Wagon Wheel #2
Agenda Item: New Business*

Recommendation: Approve proposal from Klotz Sand Co., Inc. for the construction of the Infrastructure Improvements for the Wagon Wheel #2 Sub-Division in the amount of \$774,888.47.

Background: The City has been working with the Developer of the Wagon Wheel #2 Sub-Division to develop the infrastructure of water, sewer, and street to service this development. This project will also be part of the RHID Program. The Developer requested quotes for the construction of the infrastructure improvements.

Justification: It is necessary to have adequate infrastructure for this sub-division to occur.

Financial Considerations: The construction of the infrastructure improvements of Wagon Wheel #2 Sub-Division will cost \$774,888.47. Funding of this project will be through Special Assesments and the RHID Program.

Purpose/Mission: The completion of this project will allow the developer to construct housing for our citizens.

Legal Considerations: By approving the quote with Klotz Sand Co., Inc. the City will enter into a contract with Klotz Sand Co., Inc. and be responsible to make payments to Klotz Sand Co. for the completed work.

Attachments: Quote Tab

CITY OF DODGE CITY, KANSAS
QUOTE TABULATION

PROJECT: Wagon Wheel #2

PROJECT #: PL 1703

QUOTE DATE: August 2017

CONTRACTOR:
Klotz Sand Co., Inc.
ADDRESS:
P.O. Box 150
CITY: Holcomb
STATE: Kansas
ZIP: 67851

CONTRACTOR:
APAC, Kansas, Inc., Shear Division
ADDRESS:
P.O. Box 668
CITY: Dodge City
STATE: Kansas
ZIP: 67801

ENGINEER'S ESTIMATE

LOW BIDDER

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Part A - Sanitary Sewer					
1	Mobilization	LS	1	\$600.00	\$ 600.00
2	Construction Staking	LS	1	\$4,500.00	\$ 4,500.00
3	Clearing & Grubbing	LS	1	\$1,800.00	\$ 1,800.00
4	4'-0" Standard Manhole	Each	4	\$2,925.00	\$ 11,700.00
5	Extra Depth Manhole	VF	31.4	\$105.50	\$ 3,312.70
6	8" (SDR 26) Sanitary Sewer	LF	998	\$38.15	\$ 38,073.70
7	4" Sewer Laterals	LF	1034	\$22.60	\$ 23,368.40
8	Cleanout Risers	Each	26	\$134.50	\$ 3,497.00
9	Connect to Existing Manhole	Each	2	\$1,608.75	\$ 3,217.50
10	8" Cap or Plug	Each	3	\$350.00	\$ 1,050.00
11	Adjust Manhole Rim Elevation	Each	4	\$1,500.00	\$ 6,000.00
12	Quality Control/Qualtiy Assurance	LS	1	\$2,500.00	\$ 2,500.00
Part B - Water					
1	Mobilization	LS	1	\$600.00	\$ 600.00
2	Construction Staking	LS	1	\$2,500.00	\$ 2,500.00
3	Clearing & Grubbing	LS	1	\$1,800.00	\$ 1,800.00
4	3/4" Blue Poly Water Service	LF	1223	\$10.00	\$ 12,230.00
5	8" C900 Water Main	LF	1866	\$24.58	\$ 45,866.28
6	8" DIP Fittings				
	8"x8"x8" Tee	Each	2	\$ 456.00	\$ 912.00
	8" 11.25° MJ Bend	Each	3	\$ 410.00	\$ 1,230.00
	8" 22.5° MJ Bend	Each	4	\$ 410.00	\$ 1,640.00
	8" 45° MJ Bend	Each	1	\$ 410.00	\$ 410.00
	12" x8" Ductile Saddle Tap	Each	1	\$ 4,000.00	\$ 4,000.00
	8" Cap or Plug	Each	2	\$ 400.00	\$ 800.00
7	8" Gate Valve	Each	3	\$2,106.00	\$ 6,318.00
8	6" DIP Fittings				
	6"x6"x6"x6" Cross	Each	1	\$ 800.00	\$ 800.00
	6"x8" Reducer	Each	1	\$ 300.00	\$ 300.00
9	6" Gate Valve	Each	1	\$1,750.00	\$ 1,750.00
10	Fire Hydrant	Each	4	\$3,500.00	\$ 14,000.00
11	Connection to Existing 6" Main	Each	1	\$1,405.00	\$ 1,405.00
12	Connection to Existing 12" Main	Each	1	\$1,600.00	\$ 1,600.00
13	Quality Control/Qualtiy Assurance	LS	1	\$2,500.00	\$ 2,500.00

UNIT PRICE	CONTRACT AMOUNT
\$18,015.25	\$ 18,015.25
\$3,800.00	\$ 3,800.00
\$2,475.00	\$ 2,475.00
\$2,950.00	\$ 11,800.00
\$190.00	\$ 5,966.00
\$43.75	\$ 43,662.50
\$36.00	\$ 37,224.00
\$200.00	\$ 5,200.00
\$1,400.00	\$ 2,800.00
\$175.00	\$ 525.00
\$750.00	\$ 3,000.00
\$13,900.00	\$ 13,900.00
\$14,386.25	\$ 14,386.25
\$3,140.00	\$ 3,140.00
\$1,950.00	\$ 1,950.00
\$13.50	\$ 16,510.50
\$24.50	\$ 45,717.00
\$750.00	\$ 1,500.00
\$675.00	\$ 2,025.00
\$675.00	\$ 2,700.00
\$695.00	\$ 695.00
\$7,500.00	\$ 7,500.00
\$500.00	\$ 1,000.00
\$1,200.00	\$ 3,600.00
\$1,250.00	\$ 1,250.00
\$675.00	\$ 675.00
\$1,050.00	\$ 1,050.00
\$3,750.00	\$ 15,000.00
\$3,200.00	\$ 3,200.00
\$3,950.00	\$ 3,950.00
\$4,900.00	\$ 4,900.00

UNIT PRICE	CONTRACT AMOUNT
\$11,200.00	\$ 11,200.00
\$3,800.00	\$ 3,800.00
\$2,765.00	\$ 2,765.00
\$4,000.00	\$ 16,000.00
\$175.00	\$ 5,495.00
\$48.50	\$ 48,403.00
\$61.45	\$ 63,539.30
\$975.00	\$ 25,350.00
\$6,900.00	\$ 13,800.00
\$65.00	\$ 195.00
\$2,175.00	\$ 8,700.00
\$11,650.00	\$ 11,650.00
\$11,200.00	\$ 11,200.00
\$3,140.00	\$ 3,140.00
\$3,000.00	\$ 3,000.00
\$16.45	\$ 20,118.35
\$26.20	\$ 48,889.20
\$760.00	\$ 1,520.00
\$690.00	\$ 2,070.00
\$700.00	\$ 2,800.00
\$700.00	\$ 700.00
\$2,675.00	\$ 2,675.00
\$250.00	\$ 500.00
\$1,600.00	\$ 4,800.00
\$885.00	\$ 885.00
\$615.00	\$ 615.00
\$1,265.00	\$ 1,265.00
\$4,265.00	\$ 17,060.00
\$4,500.00	\$ 4,500.00
\$4,900.00	\$ 4,900.00
\$4,500.00	\$ 4,500.00

CITY OF DODGE CITY, KANSAS
QUOTE TABULATION

Part C - Streets				
1	Mobilization	LS	1	\$75,000.00 \$ 75,000.00
2	Construction Staking	LS	1	\$18,080.00 \$ 18,080.00
3	Clearing & Grubbing	LS	1	\$1,000.00 \$ 1,000.00
4	Excavation (Unclassified)	CY	8254	\$2.00 \$ 16,508.00
5	Embankment (95%) (VRF=1.15)	CY	7380	\$3.25 \$ 23,985.00
6	2" Asphalt Pavement (Class A HMA)	SY	3407	\$8.58 \$ 29,232.06
7	4" Asphalt Pavement (Class A HMA)	SY	3407	\$17.16 \$ 58,464.12
8	6" Concrete Pavement	SY	249	\$45.00 \$ 11,205.00
9	4" AB-3 Base	SY	300	\$25.00 \$ 7,500.00
10	6" Fly-Ash Treated Compacted Sub-Grade	SY	4474	\$4.25 \$ 19,014.50
11	30" Standard Curb & Gutter	LF	339	\$30.00 \$ 10,170.00
12	30" Rolled Curb & Gutter	LF	2167	\$30.00 \$ 65,010.00
13	10' Curb & Gutter Transition	LF	110	\$30.00 \$ 3,300.00
14	4' Concrete Valley Gutter	SY	50	\$67.50 \$ 3,375.00
15	10' Concrete Valley Gutter	SY	52	\$67.50 \$ 3,510.00
16	Type III Barricade	Each	2	\$500.00 \$ 1,000.00
17	4" PVC (Schedule 40)(VICTORY ELEC)	LF	100	\$12.00 \$ 1,200.00
18	4" PVC (Schedule 40)(AT&T)	LF	100	\$12.00 \$ 1,200.00
19	Type 22 Setback Curb Inlet (5'x3')	Each	1	\$4,200.00 \$ 4,200.00
20	Type 22 Setback Curb Inlet (7'x3')	Each	1	\$4,500.00 \$ 4,500.00
21	Type 22 Setback Curb Inlet (10'x3')	Each	2	\$5,500.00 \$ 11,000.00
22	7.5'x4.5' Sloped Area Inlet	Each	1	\$9,000.00 \$ 9,000.00
23	Type 22 Field Inlet (6'x3')	Each	1	\$6,500.00 \$ 6,500.00
24	18" RCP	LF	320	\$46.00 \$ 14,720.00
25	24" RCP	LF	480	\$56.00 \$ 26,880.00
26	18" RCP End Section	Each	1	\$600.00 \$ 600.00
27	24" RCP End Section	Each	3	\$750.00 \$ 2,250.00
28	6'x3' Reinforced Concrete Box	LF	181	\$275.00 \$ 49,775.00
29	6'x3' Reinforced Concrete Headwall	Each	2	\$2,250.00 \$ 4,500.00
30	Flexamat	SF	980	\$15.00 \$ 14,700.00
31	Silt Fence	LF	1548	\$5.00 \$ 7,740.00
32	Inlet Protection	Each	6	\$2,500.00 \$ 15,000.00
33	Temporary Seeding	Ac	1.4	\$2,000.00 \$ 2,800.00
34	Temporary Seeding	Ac	3.6	\$2,000.00 \$ 7,200.00
35	Construction Entrance	Each	1	\$2,250.00 \$ 2,250.00
36	Sediment & Erosion Control	LS	1	\$3,500.00 \$ 3,500.00

\$47,835.00	\$ 47,835.00
\$8,000.00	\$ 8,000.00
\$5,450.00	\$ 5,450.00
\$2.00	\$ 16,508.00
\$3.25	\$ 23,985.00
\$8.74	\$ 29,777.18
\$17.47	\$ 59,520.29
\$62.00	\$ 15,438.00
\$8.96	\$ 2,688.00
\$4.25	\$ 19,014.50
\$30.00	\$ 10,170.00
\$30.00	\$ 65,010.00
\$30.00	\$ 3,300.00
\$67.00	\$ 3,350.00
\$67.00	\$ 3,484.00
\$500.00	\$ 1,000.00
\$4,200.00	\$ 4,200.00
\$4,400.00	\$ 4,400.00
\$4,600.00	\$ 9,200.00
\$7,000.00	\$ 7,000.00
\$5,600.00	\$ 5,600.00
\$54.00	\$ 25,920.00
\$650.00	\$ 1,950.00
\$400.00	\$ 72,400.00
\$10,000.00	\$ 20,000.00
\$11.00	\$ 10,780.00
\$4.00	\$ 6,192.00
\$350.00	\$ 2,100.00
\$1,500.00	\$ 2,100.00
\$1,500.00	\$ 5,400.00
\$2,000.00	\$ 2,000.00
\$2,000.00	\$ 2,000.00

\$29,000.00	\$ 29,000.00
\$8,000.00	\$ 8,000.00
\$5,500.00	\$ 5,500.00
\$5.45	\$ 44,984.30
\$7.30	\$ 53,874.00
\$10.90	\$ 37,136.30
\$20.80	\$ 70,865.60
\$72.00	\$ 17,928.00
\$11.00	\$ 3,300.00
\$6.85	\$ 30,646.90
\$32.15	\$ 10,898.85
\$26.90	\$ 58,292.30
\$34.60	\$ 3,806.00
\$63.50	\$ 3,175.00
\$110.00	\$ 5,720.00
\$4,200.00	\$ 4,200.00
\$4,400.00	\$ 4,400.00
\$4,600.00	\$ 9,200.00
\$7,000.00	\$ 7,000.00
\$4,200.00	\$ 4,200.00
\$54.00	\$ 25,920.00
\$650.00	\$ 1,950.00
\$420.00	\$ 76,020.00
\$12,000.00	\$ 24,000.00
\$11.00	\$ 10,780.00
\$3.50	\$ 5,418.00
\$155.00	\$ 930.00
\$1,500.00	\$ 2,100.00
\$2,250.00	\$ 8,100.00
\$2,685.00	\$ 2,685.00

TOTAL \$ 736,149.26

TOTAL \$ 774,888.47

TOTAL \$ 916,065.10

BID SECURITY N/A
START DATE N/A

BID SECURITY N/A
START DATE N/A

Total Sanitary Sewer \$ 86,851.80
Total Waterline \$ 75,278.28
Total Streets \$ 565,341.68

\$ 148,367.75
\$ 130,748.75
\$ 495,771.97

\$ 210,897.30
\$ 135,137.55
\$ 570,030.25

Memorandum

*To: City Manager
City Commissioners*
From: Ryan Reid
Date: October 11, 2017
Subject: Pipeline Inspection Trailer
Agenda Item: New Business

Recommendation: On October 10th, 2017 three bids were received and opened for one (1) Pipeline Inspection Trailer System. Based on the bids received, staff would recommend purchasing the Pipeline Inspection Trailer System from Mayer. They were the low bid at \$97,502 and they met specs.

Bid tabulation with photos is attached for your review.

Background: The Pipeline Inspection Trailer is an industrial system used to inspect the City's underground sewer system. It consists of a specialized wheeled drone camera attached to a lengthy cable. This cable in turn attaches to a trailer where an operator inside the trailer can pilot it and see through the unit to inspect the sewer system. The operator can also capture video and export it for archiving or sharing.

The City's current unit was purchased in 2001 and it was used a great deal. Unfortunately the unit become increasingly unreliable in recent years. For the past year it has been down and we are currently auctioning it at Purple Wave.

Justification: The information this system will collect is critical to making repairs and documenting the sewers. The video this type of system can collect also provides the City with valuable information to be used in insurance and legal situations-information that cannot really be captured with other tools. The information and video is also used for planning purposes. The Mayer unit has a thousand feet of cable and is purpose built with an industrial design to navigate the sewers to obtain the information staff needs to collect.

Additionally this unit has a kit (included in the cost) that allows it to be used in storm drains-a capability that the City has not had in the past. It also is designed to output the video to digital formats that the City currently uses for archiving which saves staff time vs. what staff used to have to do on the old system.

Financial Considerations:

It should be noted that this is a budgeted purchase. However only \$80,000 was budgeted for the project and unfortunately the bids came back higher than estimated. This camera system is considered high need for the Waste Water Division to fulfill their mission and they are planning on making cuts elsewhere to fund the approximately \$17,000 shortfall to obtain this piece of equipment. Additionally the old unit that is being sold at auction could be used to offset the difference.

Attachments: Bid Tabulation/photo

Pipeline Inspection Trailer/Camera System

Bidder	Bid Amt	Notes
Mayer	\$ 97,502.00	Low bid, meets specs. Staff recommends this unit.
Ques	\$ 128,570.00	
Elliot Equipment	\$ 123,133.00	



Camera on wheeled unit



Inside of trailer



Example Trailer Unit

Memorandum

*To: City Manager
City Commissioners*

*From: Tanner Rutschman, P.E.
City Engineer*

Date: October 16, 2017

*Subject: Consulting Service Agreement for
Soule Street Extension & Water and
Sewer Design, CA 1703.*

Agenda Item: New Business

Recommendation: Approve Consulting Services Agreement with SMH Consultants, P.A. pending review by City Attorney.

Background: City staff recently sent out a Request for Proposals (RFP) to design the infrastructure that will accompany the new Sutherland's development site and three pad sites along North 14th. Ave. This RFP was sent out with the caveat that the design must be fast tracked to meet the construction schedule of Sutherland's. A total of six proposals were submitted. After reviewing the proposals, City staff selected SMH as the consultant that best fit the request. SMH has already provided engineering services necessary to develop preliminary and final platting information for the site and with this agreement will develop construction plans and documents necessary to construct street, water, sewer, and storm sewer infrastructure.

Justification: The City has been working to attract retailers for quite some time and this development, located within the N. 14th Ave. STAR Bonds area, will fulfill the needs of the community far beyond retail. SMH will provide the necessary services to insure that the development meets all City requirements while meeting the developer's time schedule.

Financial Considerations: The contract with SMH Consultants is for a not to exceed amount of \$49,972.00. this is a reimbursable expense through STAR Bonds.

Purpose/Mission: The completion of this project will enable the City to have Sutherland's lot along with three additional pad sites with 14th Ave. frontage available for development.

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

Attachments: The Consulting Services Agreement with SMH Consultants along with the project scope and fee estimate.

CONSULTING SERVICES AGREEMENT

Client: <u>City of Dodge City Eng. Serv.</u>	Project: <u>Soule Street Ext. & Water and Sewer</u>
Address: <u>806 N. Second Avenue</u> <u>Dodge City, KS 67801</u>	Project Location: <u>Sutherlands on 14th</u>
Telephone: <u>620-225-8106</u>	SMH Project Manager: <u>Brett Louk, P.E.</u>
Contact: <u>Ray Slattery, P.E.</u>	
Client Job No.: <u>CA 1703</u>	SMH Job No.: <u>1709MN6002</u>

This AGREEMENT is made by and between **the City of Dodge City**, hereinafter referred to as "CLIENT", and SMH Consultants, P.A., hereinafter referred to as "CONSULTANT", for professional consulting services not presently specified under any other agreement between CLIENT and CONSULTANT. CONSULTANT agrees to provide client with requested consulting services more specifically described as follows, hereinafter referred to as the "PROJECT." The PROJECT is commonly known as:

Soule Street Extension and Associated City Utility Work Related to the Development of a Sutherlands Home Improvement Center

The following Attachments are hereby incorporated into and made a part of this AGREEMENT:

- GENERAL CONDITIONS
- Attachment A: Scope of Services
- Attachment B: Personnel and Reimbursable Rates
- Attachment C: Fee Estimate for Each Phase for Work Authorization
- Other: _____

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay consultant for services described herein upon receipt of invoice by CLIENT.

- FEE ESTIMATE SHOWN FOR EACH PHASE FOR WORK AUTHORIZATION
- THE LUMP SUM TOTAL COST OF CONSULTANT'S SERVICES IS _____

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT.

CLIENT

By: _____
AUTHORIZED REPRESENTATIVE

TITLE: _____

DATE: _____

CONSULTANT

By:  _____
AUTHORIZED REPRESENTATIVE

TITLE: Vice-President

DATE: October 16, 2017

PLEASE SIGN AND RETURN ONE COPY TO SMH CONSULTANTS, P.A.



GENERAL CONDITIONS

SECTION I – Services by CONSULTANT

1.1 Scope of Services

CONSULTANT shall provide the certain services under this AGREEMENT as such services are described in ATTACHMENT A. The intent of the Scope of Work and the estimate contained in ATTACHMENT A is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to and with the consent and agreement of CONSULTANT, CLIENT may increase the Scope of Work. These services may include the use of outside services, outside testing laboratories and special equipment.

1.2 Fees

The Fee Estimate for the above-described services is attached hereto and made a part of this AGREEMENT as ATTACHMENT C. It is mutually understood that the Fee Estimate set forth in ATTACHMENT C is non-binding.

SECTION II – Payment to CONSULTANT

2.1 Payment for Personnel Services

2.1.1 Payment

Payment for the services rendered by CONSULTANT's personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT's Personnel and Reimbursable Rates, which is identified, attached hereto, and made a part of this AGREEMENT as ATTACHMENT B.

2.1.2 Chargeable Time

Chargeable time for CONSULTANT's personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT's office for more than one (1) week is a minimum of eight (8) hours per day and five (5) days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT's office to an assigned work site and return to CONSULTANT's office is chargeable time; or, if more economical for CLIENT, CONSULTANT may lodge its personnel overnight near the PROJECT site in lieu of travelling back to CONSULTANT's office at the end of each day.

2.1.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly overtime rate as specified in ATTACHMENT B.

2.2 Payment for Direct Expenses

2.2.1 Payment

For expenses incurred directly by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in the form of a reimbursement by the CLIENT for such expenses.

2.2.1 Direct Expenses

For the purposes of this AGREEMENT, expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include, but shall not be limited to: outside services, including, but not limited to, both the services and reimbursable expenses for firms other than CONSULTANT which are necessary, in CONSULTANT's sole discretion, for the work the CONSULTANT is directed to perform; laboratory tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; special equipment expenses, including, but not limited to, the costs of the CONSULTANT locating, acquiring, leasing or renting any equipment and/or facilities not currently owned, leased or rented by CONSULTANT at the time of the request for services which are necessary to enable the CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT's authorized travels and for CONSULTANT's field personnel; and per diem expense of actual costs of maintaining CONSULTANT's field personnel on or near the PROJECT site, for each day of field assignment away from CONSULTANT's office.

2.3 Payment Conditions

2.3.1 CONSULTANT shall submit monthly invoices for all personnel services and expenses under this AGREEMENT and a final invoice upon completion of services.

2.3.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of one and one-half percent (1.5%) per month or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after the date of invoice. Payment will first be credited to interest and then to principal.

2.3.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion.

2.3.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the disputed invoice, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including any and all applicable interest. CONSULTANT shall have no liability of any kind to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorneys' fees, incurred by CONSULTANT as a result of CLIENT's failure to make payments in accordance with this AGREEMENT.

2.3.5 The billing rates specified in ATTACHMENT B for subsequent years may be adjusted annually in accordance with CONSULTANT's costs of doing business, and such adjustments shall be binding on CLIENT.

2.4 Independent Contractor

2.4.1 The parties acknowledge and agree that CONSULTANT will be providing services to CLIENT hereunder as an independent contractor and not as an employee. Accordingly, CLIENT shall have no responsibility for the collection or payment of any federal, state or local payroll tax in connection with any fees paid to CONSULTANT pursuant to this AGREEMENT, including, but not limited to, income taxes, Social Security taxes, unemployment compensation taxes, and any other fees, charges or licenses required by law.

2.4.2 Because CONSULTANT is engaged in its own independent business, neither it nor its employees are eligible for, nor entitled to, and shall not participate in, any of CLIENT's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to CLIENT's employees.

2.4.3 Because CONSULTANT is engaged in its own independent business and is not an employee of CLIENT, CLIENT will not obtain workers' compensation insurance for CONSULTANT or its employees. The CONSULTANT agrees to obtain any legally required workers' compensation for itself and its employees and to furnish a copy of such certificate of workers' compensation insurance to CLIENT, at CLIENT's request.

SECTION III – Terms of AGREEMENT

3.1 Term

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party and/or the completion of the PROJECT, whichever comes first.

3.2 Termination of AGREEMENT

In the event of breach by either party of the terms and conditions of the AGREEMENT and where such breach has not been rectified by the party in default within thirty (30) days of first being notified of such breach, this AGREEMENT may be terminated by the other party in writing. CLIENT may not terminate such AGREEMENT if CONSULTANT has made a good faith attempt to cure such default within the thirty (30) day period.

If, for any reason of force majeure (i.e., causes beyond the control and without the negligence or malfeasance of the party, including but not limited to: war, civil unrest, government action, flood, earthquake, epidemics) either party considers it no longer possible or safe for the CONSULTANT to carry out the duties specified, or should the AGREEMENT be invalidated for any other reason beyond the control of CLIENT or the CONSULTANT, the AGREEMENT may be terminated by either party without liability of any kind, with fifteen (15) day's written notice, provided that CLIENT will reimburse the

CONSULTANT for services already satisfactorily performed and justifiable expenses incurred prior to communication of notice of termination.

3.3 Payment for Work Upon Abandonment or AGREEMENT Termination

If CLIENT terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the effective date of termination. Payment for the work shall be as established under Section II above.

3.4 Damages and Injunctive Relief

The parties hereto recognize, acknowledge and agree that because of the damages that could be done to CONSULTANT by breach of any covenant contained in this Section 3.4 by CLIENT, CONSULTANT shall be entitled, in addition to any other rights or remedies afforded to CONSULTANT by law or under the terms of this AGREEMENT, to enforce these covenants, and all of their provisions, by injunction, specific performance or other relief in a court of law or equity. In the event of any breach or threatened breach by the CLIENT of the covenants contained in this section, CONSULTANT shall therefore be entitled, in addition to any other rights or remedies afforded by law or under this AGREEMENT, to any injunction restraining or prohibiting CLIENT from doing anything that violates the covenants contained in this AGREEMENT. All remedies set forth above shall be construed to be cumulative and not exclusive of other remedies granted to CONSULTANT herein or by law.

SECTION IV – General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services related to the PROJECT, which CONSULTANT shall provide hereunder, shall be subject to the general oversight and general guidance of CLIENT.

4.1.2 While upon the premises of CLIENT or property under its control, all employees, agents and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon, provided such rules and regulations do not interfere with CONSULTANT providing its services to CLIENT.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent contractor and that the employees, agents or subconsultants of CONSULTANT shall not be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

CONSULTANT shall upon request furnish to CLIENT a certificate of insurance showing amounts and types of insurance carried by CONSULTANT.

4.3 Compliance with Law

4.3.1 The CONSULTANT shall not discriminate against any independent contractor, employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex or national origin.

4.4 Ownership and Reuse of Documents

4.4.1 All drawings, specifications, test reports and other materials and work products, which have been prepared or furnished by CLIENT prior to the AGREEMENT, shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as is necessary for the CONSULTANT to perform the services requested hereunder.

4.4.2 All drawing, specifications, test reports and other materials and work products, including computer aided drawings, designs and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect of the PROJECT and CONSULTANT shall retain an ownership and property interest therein whether or not the PROJECT is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the PROJECT by CLIENT and others; however, such documents are not intended or represented to be suitable

for reuse by CLIENT or others on extensions of the PROJECT or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing the services herein, and to the condition or availability of the computer data after an accepted period of thirty (30) days from delivery to CLIENT. Any reuse of such material without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.5 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures, which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures according to CONSULTANT's billing rates for the PROJECT, which shall be over and above the estimated PROJECT fee set forth on ATTACHMENT C hereto. CLIENT shall indemnify and hold CONSULTANT harmless from any damages or delays resulting from unmarked or improperly marked underground utilities and structures. The parties agree and acknowledge that for reasons of safety, CONSULTANT will not begin work until the location of underground utilities has been accomplished.

4.6 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect cost and/or execution of the PROJECT. These conditions and cost/execution effects are not the responsibility of the CONSULTANT. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from such changes or unanticipated underground conditions.

4.7 CONSULTANT's Personnel at PROJECT Site

4.7.1 The presence or duties of the CONSULTANT personnel at the PROJECT site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or construction contractor(s) or other entities, and do not relieve construction contractor(s) or any other person and/or entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the PROJECT documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor(s) or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

4.7.2 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the PROJECT documents and that the integrity of the design concept as reflected in the PROJECT documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s) failure to perform their work in accordance with the PROJECT documents. Contractor(s) shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from changes or unanticipated underground conditions.

4.8 Opinions of Cost, Financial Considerations and Schedules

In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the PROJECT, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by other, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinion of probable total PROJECT costs and construction costs provided for as set forth on ATTACHMENT C hereto are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments and experience. CONSULTANT makes no warranty that the CLIENT's actual costs will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the cost, feasibility or schedule of the PROJECT, CLIENT should employ an independent cost estimator, contractor, or other appropriate advisor at CLIENT's sole expense.

4.9 Disposition of Samples and Equipment

4.9.1 No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise by CLIENT and CONSULTANT in writing.

4.9.2 In the event that samples and/or materials contain, or are suspected to contain, substances or constituents that are hazardous or detrimental to health, safety, or the environment as defined by relevant federal, state, or local statutes, regulations or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

4.9.3 All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner as specified in paragraph 4.9.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

4.10 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.10.1 If CONSULTANT, while performing services for CLIENT pursuant to this AGREEMENT, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

4.10.2 In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.10.3 CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect the health and safety of CONSULTANT's employees and the public. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances are suspected or encountered. CLIENT hereby authorizes CONSULTANT to take measures that in CONSULTANT's sole discretion are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect CONSULTANT's employees' and the public's health and safety. Notwithstanding the foregoing, this paragraph 4.10.3 is not intended to impose upon CONSULTANT any additional duties or obligations.

SECTION V – Professional Responsibility

5.1 Performance of Services

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by the members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee regarding the performance of the services in this AGREEMENT is included or intended in this AGREEMENT, or may be implied in any report, opinion, or other document prepared by CONSULTANT.

5.2 Limitation of Liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by the law, CONSULTANT's total liability to CLIENT is limited to \$50,000 or CONSULTANT's fee, whichever is greater, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. CLIENT understands that dollar limits higher than that indicated above are available. If CLIENT wishes to discuss these other limits and their impact on CONSULTANT's fee, CLIENT should contact CONSULTANT prior to executing this AGREEMENT.

5.3 No Special or Consequential Damages

CLIENT and CONSULTANT agree that to the fullest extent permitted by law, CONSULTANT will not be liable to CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or any other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify and hold CONSULTANT, its agents, subconsultants, and employees harmless from and against any and all claims, damages, losses and expenses, defense costs including, but not limited to, attorneys' fees, and court arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services on the PROJECT hereunder, including the transport or disposal of hazardous samples or contaminated equipment by CONSULTANT on behalf of CLIENT, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the PROJECT property.

5.5 Third Party Beneficiaries

CLIENT and CONSULTANT expressly agree that this AGREEMENT does not confer upon any third party any rights as a beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as a result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

SECTION VI – CONFIDENTIALITY AND NON-DISCLOSURE

6.1 Confidential Information

"Confidential Information" shall be defined as any and all data and information in any format or form, electronic, written or oral, relating to the business, affairs, personnel and/or operations of the CONSULTANT, which at any time may be communicated or revealed to the CLIENT, either directly or indirectly, including, but not limited to, contracts, reports, memoranda, legal documentation, financial data, present or future business plans or strategies, customer data, technology, design and techniques, personal information, and/or any information related to the negotiations in connection with the PROJECT and/or the underlying reason for entering into the PROJECT.

Confidential Information will not include information which:

- (a) has rightfully been in the possession of the CLIENT prior to the date of disclosure of such information by the CONSULTANT;
- (b) has been in the public domain prior to the date of disclosure of such information by the CONSULTANT;
- (c) later becomes part of the public domain by publication or by other means except by means of an unauthorized act or omission on the part of the CLIENT; or
- (d) is lawfully obtained by the CLIENT from a third party independent of the CONSULTANT who, to the knowledge of the CLIENT, is not under any obligation of confidence to the CONSULTANT.

6.2 Relevancy of Confidential Information

The CLIENT understands that the CONSULTANT has endeavored to include in the Confidential Information those materials which the CONSULTANT believes to be relevant to the PROJECT, but the CLIENT acknowledges that there are no representations or warranties, whether express or implied, as to the accuracy or completeness of the Confidential Information. Nothing herein shall be construed as a commitment by the CONSULTANT to enter into the PROJECT with the CLIENT.

6.3 Representatives of CLIENT

The CLIENT agrees to provide the Confidential Information only to those of its directors, officers, employees, attorneys, agents, advisors and/or representatives directly concerned with the evaluation of the PROJECT who need to know the Confidential Information so as to enable the CLIENT to evaluate entering into the PROJECT (collectively, the "Representatives") and who agree to be bound by this AGREEMENT.

6.4 Use of Confidential Information

The CLIENT shall receive and maintain the Confidential Information in the strictest of confidence and shall only use the Confidential Information for the limited purpose of enabling the CLIENT to evaluate entering into the PROJECT with the CONSULTANT and for no other purpose or use, and shall not disclose such Confidential Information or any part thereof to any other person or entity except with the CONSULTANT's prior written consent. Also, without the prior written consent of the CONSULTANT, the CLIENT will not disclose the fact that the Confidential Information has been made available to the CLIENT, that discussions or negotiations are taking place, or any other facts with respect to the PROJECT, including the status thereof, except as required by law, and then only upon furnishing the CONSULTANT with prompt written notice to allow the CONSULTANT to oppose such process.

6.5 Survival of AGREEMENT and Confidentiality

This AGREEMENT shall survive the cessation of any discussions between the parties with regard to the PROJECT. The restrictions and obligations upon the parties under this AGREEMENT concerning the confidentiality and/or non-disclosure of the Confidential Information shall not expire or terminate.

6.6 Return of Confidential Information

At the option of the CONSULTANT and upon its request, the CLIENT shall promptly return or destroy all notes, memoranda, correspondence, documents and any other material containing or derived from Confidential Information, including all copies thereof, either furnished hereunder or prepared by the CLIENT. Any destruction of such Confidential Information shall be confirmed in writing upon the request of the CONSULTANT.

6.7 Forced Disclosure

In the event the CLIENT is required by judicial or administrative process to disclose the Confidential Information, the CLIENT shall promptly notify the CONSULTANT and allow the CONSULTANT to oppose such process.

6.8 No Conveyance of Confidential Information or Rights Therein

Nothing in this AGREEMENT, nor any action taken by the CLIENT during any discussions or negotiations prior to the consummation of the PROJECT shall be construed to convey to the CLIENT any right, title or interest in the Confidential Information, or any license to use, sell, exploit, copy or further develop in any

way any Confidential Information. No license is hereby granted or implied under any patent, copyright or trademark, any application for any of the foregoing, or any trade name, trade secret or other proprietary information, in which the CONSULTANT has any right, title or interest.

6.9 Enforcement

Each party retains all rights and remedies with respect to the Confidential Information afforded it under any applicable laws of the State of Kansas and the United States both during and after the term of this AGREEMENT, including, without limitation, any trade secret or other laws designed to protect proprietary or confidential information. This AGREEMENT will be construed, interpreted and applied in accordance with the laws of the State of Kansas. It is hereby agreed that any and all claims, disputes or controversies whatsoever or arising from or in connection with this AGREEMENT shall be commenced, filed and litigated exclusively in the District Court of Riley County, Kansas or the applicable federal district court in Kansas, as determined by CONSULTANT, and the parties hereby consent to the personal jurisdiction of said court, and waive any objection to such jurisdiction and venue.

SECTION VII – Miscellaneous

7.1 Applicable Law

This AGREEMENT shall be construed in accordance with and governed by the laws of the state of Kansas, without regard to the principles of conflicts of law.

7.2 Severability

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and the AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.3 Survival and Further Assurances

It is the intention of the parties that all covenants, agreements, representations, warranties, and obligations of any kind contained in this AGREEMENT shall survive and continue after the completion of the PROJECT.

7.4 Headings

Headings used in this AGREEMENT are for convenience only and shall not be used to interpret or construe its provisions.

7.5 Successors and Assigns

7.5.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

7.5.2 Neither CONSULTANT nor CLIENT are permitted to assign 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 party. 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. Notwithstanding the foregoing, nothing contained in this paragraph 7.5.2 shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

7.6 Counterparts

This AGREEMENT shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors, heirs, personal representatives and assigns and may be executed in two (2) or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

7.7 Time is of the Essence

Time shall be considered of the essence in the performance of this AGREEMENT.

7.8 Entire Agreement

This AGREEMENT embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes any and all prior agreements and negotiations between the parties, whether written or oral. There have been and are no agreements, representations or warranties between the parties other than those set forth or provided herein.

7.9 Amendment and Modification

This AGREEMENT may not be modified except in writing and signed by all parties.

7.10 Waiver of Breach

The waiver by either party of a breach of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach by either party.

7.11 Rights not Exclusive to CONSULTANT

All rights and remedies granted in this AGREEMENT to CONSULTANT shall be cumulative and not exclusive of all the other rights and remedies which CONSULTANT may have at law or in equity, and CONSULTANT may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which CONSULTANT may have.

7.12 Notices

Unless contrary provisions are expressly set forth herein, all notices of any kind shall be in writing and shall, at the option of the party giving the notice, be

- (i) personally delivered; or
- (ii) delivered by reputable overnight courier; or
- (iii) sent by fax or email; or
- (iv) sent by certified or registered mail, postage prepaid;

to the person entitled to receive the notice at the last address provided in writing by such person to the other signatory hereto. All such notices shall be deemed given on the date the notice is actually received at the address indicated.

7.13 Authority

The undersigned agents that signed this AGREEMENT have proper corporate authority to bind their respective companies to the terms and conditions of this AGREEMENT.

7.14 No Partnership

The parties do not intend that any partnership or agency relationship be created by this AGREEMENT.

Attachment A
SCOPE OF SERVICES

***Soule Street Extension & Associated Utility Design
Commercial Site Development (City Side)
Scope of Professional Services
Prepared: October 16th, 2017***

SMH Consultants (SMH) will perform the following tasks for the City of Dodge City based on attached and approved design criteria and the kick-off meeting held with Engineering Services.

Part I (Topographic Survey)

1. A complete topographic, and site survey for the entire area where improvements will take place related to water main relocation and construction, sanitary sewer main extension, Soule Street Extension improvements and the regional detention facility to be located in Spiers Park.
2. Conversion of the survey into a working drawing that can be used for design.
3. Provide the necessary legal descriptions and exhibits for the creation of easements possibly needed for storm sewer routing to Spiers Park.

Part II (Street and Utility Construction Documents)

1. Coordination with the Sutherlands engineering consultant and City regarding the design elements impacting the design of the site. This task also includes an initial site visit to familiarize the Project Engineer with the site's characteristics and other coordination meetings that may take place. In addition this task includes a project kick-off meeting to discuss design criteria, scope the project, and set the goals of the project.
2. Gravity sanitary sewer plan and profile to extend the sanitary sewer westward for connection of the Sutherlands building. The proposed sanitary sewer plan and profile will also depict the location of service lines both vertically and horizontally. Plan and profile will be provided for the easternmost sanitary sewer service that will extend north to service the middle outlot of the development. The sanitary sewer plan and profile shall conform to City of Dodge City Standards.
3. Sanitary sewer standard details as provided by the City of Dodge City.
4. Preparation of the sanitary sewer extension permit for City of Dodge City signature and submittal to the Kansas Department of Health and Environment.

5. Water main plan and profile for the relocation and extension of water main to and within the development site. The water main plan and profile shall conform to City of Dodge City standards. Analysis of the water lines and flow rates will be done to determine pipe sizing needed to maintain the existing level of service.
6. Separate plan set for the future water main plan and profile for the relocation and extension of water main to and within the development site that will occur where the existing church sits today. The water main plan and profile shall conform to City of Dodge City standards.
7. Water main standard details as provided by the City of Dodge City.
8. Coordination with KDHE regarding review of the water main design and permitting.
9. Typical sections for the proposed extension of Soule Street to depict pavement and base thicknesses, widths, and various other cross section information.
10. Street plan and profile for the 600-foot extension of Soule Street to the west. The proposed street plan and profile will also depict the location of utility crossings both vertically and horizontally. The street plan and profile shall conform to City of Dodge City Standards.
11. Paving details as required by the pavement design.
12. Roadway cross sections for the Soule Street extension every 50 feet. Roadway cross sections will depict proposed and existing known and discoverable ground conditions, characteristics and improvements, as well as water and sanitary sewer crossings and crown elevations.
13. Intersection details showing horizontal and vertical design information at each of the proposed intersections with the park lot isles.
14. Storm water runoff calculations and drainage study to verify the required storm water needs of the street including the proper sizing of conduits and inlets for street drainage.
15. Storm sewer modeling, layout and design to conform to City of Dodge City Standards as storm sewer relates to the roadway extension.
16. Storm sewer standard details as provided by the City of Dodge City.

17. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
18. Storm water erosion and sediment control plan.
19. Preparation and submittal of a storm water pollution prevention plan to the Kansas Department of Health and Environment and all necessary NPDES permitting applications.
20. Submittal of field check construction documents (electronically and one full size paper set) for review by the City of Dodge City. This task also includes a field check by the Dodge City Office Manager, Project Engineer, and Managing Partner Engineer. This task also includes addressing any modifications to the plans required as a result of the field check review by the City of Dodge City or Sutherlands.
21. Quality control check by the Project Manager, an independent Project Manager and a Managing Principal Engineer who will provide quality assurance. This review will also include a design charrette involving the most experienced engineers within the company to discuss the design, cost saving opportunities, and the quality of the final plan set.
22. Submittal of final plans, special provisions, and specifications (electronically and two full size paper sets, and two half size paper sets).
23. Construction engineering including 2 site visits to address unforeseen issues during construction, coordination with the contractor and submittal (shop drawing) review.

Part III (Storm Water Detention Modeling and Design)

1. Analysis of the before development and after development runoff conditions from the Sutherlands development site for proper sizing of a storm water detention basin. The intent is to utilize space within Spiers Park for detention in addition to a small area planned for detention on the north side of the Sutherlands building. The initial analysis will include looking at the capacity of the existing cross road pipe. If this capacity is insufficient, the second alternative will be to install a new cross road pipe under 14th Avenue, which crosses the north side of the bank property. This task also includes analysis of up to two (2) additional alternative options, variations of the other alternative options specifically mentioned, for getting the site's runoff to the regional detention basin in Spiers Park. All study relative to storm water will be based on the City of Dodge

City's Storm Water Management Design Manual dated 1985. The drainage study will be provided in letter format with attachments of input and output data.

2. Storm water detention structure design including embankment design to meet the storage volume requirements, outlet structure design and various details necessary for the construction of a proposed detention basin.

Additional Services

Any services not identified in the fore mentioned scope of services requested by the City of Dodge City will be provided or negotiated at 2017 hourly rates included herein.

Attachment B

PERSONNEL AND REIMBURSABLE RATES

2017 Personnel and Reimbursable Rates

SMH Consultants

	<u>Standard Rate</u>	<u>Overtime Rate</u>
<i>Survey Crew</i>	\$125.00/hour	\$167.00/hour
<i>GPS /Robot Crew</i>	\$100.00/hour	\$123.75/hour
<i>CADD Technician</i>	\$75.00/hour	\$92.00/hour
<i>Managing Principal Professional Surveyor</i>	\$125.00/hour	\$160.00/hour
<i>Professional Surveyor</i>	\$110.00/hour	\$133.00/hour
<i>Managing Principal Engineer</i>	\$146.00/hour	\$187.00/hour
<i>Principal Engineer</i>	\$136.00/hour	\$173.00/hour
<i>Project Engineer</i>	\$110.00/hour	\$139.00/hour
<i>Design Engineer</i>	\$84.00/hour	\$101.00/hour
<i>Landscape Architect</i>	\$99.00/hour	\$127.00/hour
<i>Construction Engineering/Inspection</i>	\$79.00/hour	\$99.00/hour
<i>Clerical</i>	\$53.00/hour	\$65.00/hour
<i>Mileage</i>	\$0.55/mile	
<i>Concrete Cylinder Breaks</i>	\$50/each	

Attachment C

FEE ESTIMATE FOR WORK AUTHORIZATIONS

Fee Estimate

City of Dodge City
 South Street Extension & Associated Utility Design
 Exhibit B
 Prepared October 16, 2017

SC = Survey Crew
 CT = CAD Technician
 MPLS = Managing Principal Land Surveyor

RLS = Registered Land Surveyor
 MPE = Managing Principal Engineer
 PE = Project Engineer

DE = Design Engineer
 CE = Construction Engineer
 CL = Civil



Description	Estimated Hours											Estimated Fee	Expenses	Totals Hours	Total Fee		
	SC	CT	MPLS	RLS	MPE	PE	DE	LA	CL	CE	CL						
Part I - Topographic Survey																	
1. Boundary, Topo, and Site Survey (including Spans Park)	32	10	2				2									\$4,480.00	\$4,480.00
2. Base Map Preparation							2									\$186.00	\$186.00
3. Examine legal descriptions and exhibits		16	6				2									\$186.00	\$2,142.00
Part II - Street and Utility Construction Documents																	
1. Construction Plan and Profile					5		4									\$650.00	\$1,092.00
2. Sanitary Sewer Standard Details		6			6											\$604.00	\$1,184.00
3. Sanitary Sewer Permitting		2			0.5		1									\$57.50	\$152.00
4. Sanitary Sewer Standard Details					1		2									\$115.00	\$198.00
5. Water Main Plan and Profile		16			2		12									\$220.00	\$1,008.00
6. Future Water Main Plan Set		12			2		4									\$220.00	\$336.00
7. Water Main Details		2			0.5		1									\$57.50	\$84.00
8. NCHD Permitting for Water		1			1		2									\$115.00	\$168.00
9. Local Stormwater Details		2			1		2									\$115.00	\$176.00
10. Local Stormwater Details and Profiles		16			2		12									\$220.00	\$1,104.00
11. Storm Details					2		12									\$220.00	\$1,104.00
12. Roadway Cross Sections		6			0.5		2									\$57.50	\$168.00
13. Intersection Details					2		16									\$220.00	\$1,344.00
14. Stormwater Runoff Calculations					4		8									\$460.00	\$872.00
15. Storm Sewer Layout and Design					2		16									\$220.00	\$1,344.00
16. Storm Sewer Details		2			0.5		1									\$57.50	\$84.00
17. Utility Coordination					2		2									\$220.00	\$198.00
18. SWPPP & NPDES Permitting		4			1		2									\$220.00	\$198.00
19. Final Check Submittal and Review					4		6									\$564.00	\$504.00
20. Final Check Submittal and Review		10			2		8									\$220.00	\$320.00
21. Quality Control and Assurance Review					8		12									\$560.00	\$872.00
22. Final Submittal					8		12									\$560.00	\$1,104.00
23. Construction Services & Shop Drawing Review					8		6									\$560.00	\$594.00
Part III - Storm Water Detention Modeling and Design																	
1. Storm Water Detention Modeling (1st to 2 additional options)					64		30									\$7,260.00	\$1,560.00
2. Storm Water Detention Design					16		40									\$1,940.00	\$3,200.00
Totals =	32.00	104.00	8.00	0.00	6.00	145.00	201.00	23.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	16,676.00	16,694.00
Part II Total = \$17,348.00																	
Part III Total = \$16,080.00																	
Fee Estimate = \$49,972.00																	



City of Dodge City

806 N. Second Ave.
PO Box 880
Dodge City, KS 67801

Phone: 620-225-8100
FAX: 620-225-8144
www.dodgecity.org

Memorandum

To: City Commissioners & City Manager
From: Assistant to the City Manager/Project
Development Coordinator, Melissa
McCoy
Date: October 12, 2017
Subject: Agreement for Mid-level Medical
College Facilitation Consultant
Agenda Item: New Business

Recommendation: Staff recommends approval of the Consultant Agreement with Terri McLain for the Mid-level Medical College Facilitation Consultant for the USDA Rural Business Development Grant.

Background:

The City of Dodge City and the Dodge City/Ford County Development Corporation (DCFDC) have been working together to fulfill a critical healthcare shortage in western Kansas. The organizations with the assistance of Senator Bud Estes have been working with Fort Hays State University (FHSU), Wichita State University (WSU), the University of Kansas (KU) and the Kansas Board of Regents to bring educational opportunities for mid-level providers to the region. The WSU Office of Diversity and Community Engagement will be completing a feasibility assessment to identify specific shortage areas in our community. A Rural Business Development Grant from the United States Department of Agriculture grant has been awarded to the City of Dodge City to provide funding for the WSU feasibility study as well as the consultant. Building partnerships and facilitation of the programs will be a critical component to be identified throughout this process.

Justification: The applicant Terri McLain has an extensive background in the health care industry starting as early as 1981. She has most recently served as the Vice President of Human Resources for B.E. Smith from 2007 until 2017. Ms. McLain has a Masters of Arts in Human Resource Administration and has served as Adjunct faculty since 2003. She was also born and raised in southwest Kansas and is familiar with the challenges that are unique to our area.

This project will be the initial step in fulfilling the significant healthcare shortage in western Kansas. Hiring the consultant will help move this project forward through the coordination

of meetings and research which are required to identify the best options available for all the universities expressing interest in this proposal.

Financial Considerations: The total payment for services provided by the consultant is \$58,000. Five thousand dollars will be paid per month for a period of ten months to the consultant for services rendered. In addition, to compensation, the consultant will receive a lump sum of \$8,000 upon completion of services. Completion of services will entail a detailed implementation plan including assessed needs, proposed structure of program, list of funding opportunities and a final report encompassing a necessitation of all activities undertaken as a part of the delivery of services during the term of this Agreement. The contractor will also be reimbursed for travel expenses in an amount not to exceed \$5,000.

Funding for the consultant and travel expenses will include \$40,000 from the USDA Rural Business Development Grant funds and \$23,000 in matching funds from the City of Dodge City and the Dodge City/Ford County Development Corporation.

Purpose/Mission: To improve the health care and education opportunities for this region

Attachments:

Consultant Agreement for Mid-level Medical College Facilitation Consultant

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this “Agreement”) dated this ____ day of October, 2017.

BETWEEN:

City of Dodge City, Kansas, P.O. Box 880, Dodge City, KS 67801
(the “Client”)

- AND -

Terri McLain of 14009 Fontana St. Leawood, KS 66224
(the “Contractor”).

RECITALS:

- A. The Client has determined that the Contractor has the necessary qualifications, experience and abilities to provide the Services (defined below) to the Client.
- B. The Contractor is agreeable to providing the Services to the Client on the terms and conditions set out in this Agreement.

AGREEMENT:

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services and deliverables set forth on Schedule A (the “Services”), which may be amended from time to time in writing signed by the Parties.
2. The Contractor hereby agrees to provide such Services to the Client to be completed at the end of the term of this agreement.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect for ten (10) months from such date, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to completion of the Services, that Party will be required to provide at least thirty (30) days' written notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in U.S. Dollars.

Compensation

7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation of Fifty Thousand Dollars (\$50,000.00) in the aggregate, which shall be paid to the Contractor in ten (10) equal monthly payments of Five Thousand Dollars (\$5,000.00) each (the "Compensation") during the Term.
8. The Compensation will be payable on a monthly basis during the Term, with the first payment due no later November 10, 2017 and the last payment due no later than August 10, 2018.
9. The Compensation does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

In addition to the Compensation, Client shall pay to the Contractor a lump sum payment of Eight Thousand Dollars (\$8,000.00) upon completion of the Services. Completion of services will entail a detailed

implementation plan including assessed needs, proposed structure of program, list of funding opportunities and a final report encompassing a necessitation of all activities under taken as a part of the delivery of services during the term of this Agreement.

Reimbursement of Expenses

10. The Contractor will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Contractor in connection with providing the Services hereunder, which shall not exceed Five Thousand Dollars (\$5,000.00) in the aggregate. All such expenses will be authorized in advance by the Client.

Return of Property

11. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information that is the property of the Client.

Capacity/Independent Contractor

12. In providing the Services it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee of the Client. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

13. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties as follows:
 - a. City of Dodge City
P.O. Box 880
Dodge City, KS 67801
Email: melissam@dodgecity.org
Tel: 620-225-8100
 - b. Terri McLain
14009 Fontana St.
Leawood, KS 66224
Email: terri.mujica@gmail.com
Tel: (913) 991-7861
 - c. or to such other address as any Party may from time to time notify the other.

Modification of Agreement

14. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Assignment

15. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Entire Agreement

16. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Titles/Headings

17. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Governing Law

18. It is the intention of the Parties that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Kansas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

19. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

20. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Signature Page Follows

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of October, 2017.

CLIENT:

City of Dodge City, Kansas

Rick Sowers

Mayor

Attest:

Nannette Pogue

City Clerk

CONTRACTOR:

Terri McLain

Schedule A
Services and Deliverables

- Comprehensive data collection and analysis;
- Detailed community healthcare assessment;
- Actionable five-year strategy development plan;
- Community funding evaluation; and
- Talent-related gap analysis will be completed.