

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, March 2, 2020

7:00 p.m.

MEETING #5150

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION BY** Pastor Corky Spittler of Christ the King Lutheran

## **PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

## **PETITIONS & PROCLAMATIONS**

Problem Gambling Proclamation

**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, February 17, 2020;
2. Approval of City Commission Meeting Minutes, February 17, 2020;
3. Appropriation Ordinance No.5 March 3, 2020;
4. Approval of Change Order #1 for Circle Lake Drainage Improvements;
5. Approval of Addendum to AD Creative Agreement.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3728:** An Ordinance Annexing to the City of Dodge City, Kansas the Described Property of 1507 Pheasant Street (Also Referred to as 1505 Pheasant Street), in Accordance With K.S.A. 12-520 ET. SEQ: and Providing for the Zoning Thereof. Report by Administrator of Planning and Zoning, Nathan Littrell.

**Resolution No. 2020-02:** A Resolution Making Certain Findings and Determinations as to the need for Housing Within the City of Dodge City, Kansas and Setting Forth the Legal Description of Real Property Proposed to be Designated as a Rural Housing Incentive District Within the City,(Casa Del Rio). Report by Special Projects Coordinator, Mollea Wainscott.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Consulting Service Agreement for Wagon Wheel #3 Design. Report by Director of Engineering, Ray Slattery.
2. Approval of Bids for the Barbara Lane, Wagon Wheel Unit Two Extension. Report by City Engineer, Tanner Rutschman.
3. Approval Purchase Iron Road Right of Way. Report by Director of Engineering, Ray Slattery.
4. Approval of Boot Hill Museum Memorandum of Understanding. Report by Assistant City Manager/Public Affairs, Melissa McCoy.

## **OTHER BUSINESS**

## **ADJOURNMENT**

## NATIONAL PROBLEM GAMBLING MONTH PROCLAMATION

**Whereas**, the National Council on Problem Gambling and the Southwest Kansas Problem Gambling Task Force have designated March 2020 as Problem Gambling Awareness Month; and

**Whereas**, problem gambling is a public health issue affecting millions of Americans of all ages, races, and ethnic backgrounds; and

**Whereas**, problem gambling has a significant societal and economic cost for individuals, families, businesses, and communities; and

**Whereas**, problem gambling is treatable, and treatment is effective in minimizing the harm to both individuals and society as a whole; and

**Whereas**, numerous individuals, professionals, and organizations have dedicated their efforts to the education of the public about problem gambling and the availability and effectiveness of treatment; and

**Whereas**, the National Council on Problem Gambling and Southwest Kansas Problem Gambling Task Force invite all residents of Dodge City and Southwest Kansas to participate in National Problem Gambling Awareness Month.

**Now, Therefore, I**, Joyce Warshaw, Mayor of Dodge City, do hereby proclaim the month of March 2020 as

### **Problem Gambling Awareness Month**

and encourage all citizens to support the National Council on Problem Gambling and the Southwest Kansas Problem Gambling Task Force in their efforts to 'Have the Conversation' with friends, family, patients, and clients about gambling addiction.

SEAL

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Joyce Warshaw, Mayor

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Connie Marquez, City Clerk

**CITY COMMISSION WORK SESSION MINUTES**  
City Hall Commission Chambers  
Monday, February 17, 2020  
6:00 p.m.

**CALL OR ORDER**

**ROLL CALL**

**WORK SESSION**

Commissioners toured Hennessey Hall, 240 San Jose. They arrived back at City Hall at 6:55 pm.

**ADOURNMENT**

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Mayor

ATTEST:

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Connie Marquez, City Clerk

**CITY COMMISSION MEETING MINUTES**  
City Hall Commission Chambers  
Monday, February 17, 2020  
7:00 p.m.  
MEETING #5149

**CALL TO ORDER**

**ROLL CALL:** Vice Mayor Rick Sowers Commissioners Kent Smoll Joseph Nuci, Brian Delzeit, Mayor Joyce Warshaw reported absent.

**INVOCATION** by Bryan VanArsdale of First Christian Church

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Commissioner Rick Sowers moved to amend the agenda and remove Ordinance No. 3728 and Resolution No. 2020-02. Commissioner Kent Smoll seconded the motion. The motion carried 4 – 0.

**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).**

Chief Ken Spencer of the Dodge City Fire Department introduced Summer Rhodes. Summer was awarded the Special Advocate CASA Volunteer of the Year Award she is also a dedicated Fire Fighter EMT with the Dodge City Fire Department she also volunteers to assist those in need during national disasters; traveling to other countries around the world . She also works with teenagers and has volunteered over 360 hours and driven over 10,000 miles. She has done so much for this community and other community's. Summer was quoted as saying "My favorite thing about being a CASA Advocate is the stability I can bring to a child's life . Ken congratulated Summer in receiving the CASA children worth saving 2020 volunteer of the year award.

Chief Drew Francis of Dodge City Police Department stated last fall staff from the Kansas Law Enforcement Training Center (KLECT) reached out to DCPD in an effort to tack our officer's expertise in the Spanish language as well as the essential use within law enforcement duties in the field. Guillermo Gutierrez and Jalbert Cuevas Sotelo and another officer from Ulysses brought forth a three day course called Central Spanish for Law Enforcement. They taught this course to a class of law enforcement officers across the state.

They received high marks in the reviews of the attendees particularly praising the instructors. Drew expressed how proud he was of the expertise and professionalism of our officers and their contributions to the Kansas Law Enforcement. Officer Gutierrez was present to receive his award, Officer Sotelo was unable to attend.

#### **CONSENT CALENDAR**

1. Approval of City Commission Work Session Minutes, February 3, 2020;
2. Approval of City Commission Meeting Minutes, February 3, 2020;
3. Appropriation Ordinance No.4, February 17, 2020;
4. Approval of Lease Agreement with SER-Jobs for Progress National Inc.

Commissioner Brian Delzeit moved to accept the consent calendar as presented. Commissioner Kent Smoll seconded the motion. The motion carried 4 -0.

#### **ORDINANCES & RESOLUTIONS**

**Resolution No. 2020-01:** A Resolution of the Governing Body of the City of Dodge City, Kansas Giving Notice of a Public Hearing on the Advisability of Creating a Community Improvement District was approved on a motion by Commissioner Brian Delzeit, Commissioner Joseph seconded the motion. The motion carried 4 -0.

#### **UNFINISHED BUSINESS**

#### **NEW BUSINESS**

1. Commissioner Rick Sowers moved to appointments of Commissioner Brian Delzeit and Commissioner Joseph Nuci to the Dodge City/Ford County Development Corporation Board of Directors. Commissioner Kent Smoll to the Dodge City YMCA Local Board and Commissioner Rick Sowers to Community Facility Advisory Board.
2. Commissioner Kent Smoll moved to reappoint Michael Brakey for a second three year term and Hugo Rodela for a three year term to the Community Facilities Advisory Board (CFAB). Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.
3. Commissioner Joseph Nuci moved to approve amendment number one (1) with Burns & McDonnell in the amount of \$142,720 to authorization number three (3) professional engineering and architectural services for Dodge City Regional Airport terminal remodel. Commissioner Brian Delzeit seconded the motion. The motion carried 3-1 with Kent Smoll voting no.
4. Commissioner Kent Smoll moved to approve the purchase of 350 water meters and miscellaneous supplies from Municipal Supply in the amount of \$101,821.20. Commissioner Brian Delzeit seconded the motion. The motion carried 4 – 0.

**OTHER BUSINESS**

Staff Reports

**ADJOURNMENT**

Commissioner Joseph Nuci moved to adjourn the meeting. Commission Brian Delzeit seconded the motion. The motion carried 4 – 0.

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Mayor

ATTEST:

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Connie Marquez, City Clerk

# Memorandum

*To: City Manager  
City Commissioners*

*From: Ray Slattery,  
Director of Engineering  
Services*

*Date: February 25, 2020*

*Subject: Circle Lake Drainage  
Improvements; SS 1902*

*Agenda Item: Consent Calendar*

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**Recommendation:** Approve Change Order No. 1 of Circle Lake Drainage Improvements for an increase of \$21,000.00.

**Background:** The City Commission approved the bid from Huber Land and Water LLC at the October 7, 2019 meeting. Over the past several years, the existing storm sewer in the Circle Lake neighborhood has been showing signs of its age. There are two components of the storm sewer in particular that are in need of immediate attention. The first is the storm sewer line that conveys water between houses from Cactus Rd. to Windsong Way in an easement. This corrugated metal arch-pipe has collapsed in several locations including under Cactus Rd. The sections that have collapsed in the easement are thought to be the result of an old tree row whose roots found their way into the pipe. The second issue are the inlets and pipe at Windsong Way and the fact that they hold water. This issue stemmed from the construction of the head wall at the north end of the lake that has an elevation above the inlet pipes. This project will repair and line the failed metal pipe, install new concrete pipe under the roadways, and provide a way for the inlets on Windsong Way to drain after a rain event.

**Justification:** Existing CMP Pipe Repair – an increase of 14 locations where the top of the existing CMP had to be removed so the new HDPE pipe liner could be installed.

**Financial Considerations:** Change Order 1 is for an increase of \$21,000.00.

**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.

**Legal Considerations:** N/A

**Attachments:** Change Order 1





**City of Dodge City**

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City of Dodge City  
806 N. Second Ave.  
67801

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

# *Memorandum*

*To: City Manager, City Commission*  
*From: Assistant City Manager & Public Information Officer*  
*Date: February 26, 2020*  
*Subject: Dodge City Rebrand*  
*Item: Consent Calendar*

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**Recommendation:** Staff recommends approval of City of Dodge City Brand Standards' addendum to existing agreement with AD Creative in the amount of \$6,400.

**Background:** A|D Creative Group, Billings, Montana recently held a Brand Bootcamp for local stake holders in Dodge City for the CVB Rebranding project. The combined consensus of the group was that the City and CVB brand should be united under one umbrella. City Administration was also in agreement with this change in the scope of work for the project. However, the brand standards for the City would be above and beyond the original scope of work. Although, these standards can be used for all the City Departments, the Airport, the Why Not Dodge projects and could be potentially used for partner entities in the community

**Justification:** This set of brand standards (style guideline) will define the look and feel, as well as the voice and tone for the City of Dodge City that creates the separate visual language for the City brand. The brand standards include design styles, color palettes, imagery treatments, typography, textures and all other brand elements. It serves as a guide to bring consistency to everyone involved when executing the brand image. The brand standards include a detailed instruction on how to use the brand, file formats for future deliverables and the overall strategy of why decisions were made to help everyone involved feel comfortable and confident with the new brand.

As part of the brand standards, A|D will develop a limited representation of concepts for the City of Dodge City in several designated formats, which may include an advertisement, brochure, web page, and/or online banner ad graphics. These concepts will assist in the cost-effectiveness of future design components of the new brand as the relationship moves forward.

The final brand standards will be a kit of parts ready for implementation including symbols, logotype and colors to represent the City of Dodge City visually, including:

- Font usage/families/character relationships
- Color palettes/tonal values
- Visual style, content, formatting and component placement/photography
- Imagery treatment/visual execution

- Border treatments
- Relevant brand applications (i.e. website, collateral, environmental design, merchandise)
- Logo applications and standards

**Financial Considerations:** The cost for the addendum for the Dodge City brand standards is \$6,400. This cost would be divide among the different City Departments as well as the Dodge City Airport and Master Tourism Plan.

**Purpose/Mission:** The brand standards addendum will be reviewed by the City Attorney.

**Legal Considerations:** There are no legal concerns.

## **CITY OF DODGE CITY BRAND STANDARDS ADDENDUM**

In trying to stay within the existing budget as much as possible and still combine the two entities, the following costs are associated with more, the development of a brand standards above and beyond the initial CVB scope of services for the City of Dodge City. Many of the CVB standards will be brought into this scope while providing autonomy for both entities.

The City of Dodge City brand standards will include the following components.

This set of brand standards (style guideline) will define the look and feel, as well as the voice and tone for the City of Dodge City that creates the separate visual language for the City brand. The brand standards include design styles, color palettes, imagery treatments, typography, textures and all other brand elements. It serves as a guide to bring consistency to everyone involved when executing the brand image. The brand standards include a detailed instruction on how to use the brand, file formats for future deliverables and the overall strategy of why decisions were made to help everyone involved feel comfortable and confident with the new brand.

As part of the brand standards, A|D will develop a limited representation of concepts for the City of Dodge City in several designated formats, which may include an advertisement, brochure, web page, and/or online banner ad graphics. While not final, these concepts will assist in the cost-effectiveness of future design components of the new brand as the relationship moves forward.

The final brand standards will be a kit of parts ready for implementation including symbols, logotype and colors to represent the City of Dodge City visually, including:

- Font usage/families/character relationships
- Color palettes/tonal values
- Visual style, content, formatting and component placement/photography
- Imagery treatment/visual execution
- Border treatments
- Relevant brand applications (i.e. website, collateral, environmental design, merchandise)
- Logo applications and standards

**City of Dodge City Brand Standards**

**\$6,400.00**

Authorized by: \_\_\_\_\_

Date: \_\_\_\_\_

## *Memorandum*

*To: City Manager  
City Commissioners*  
*From: Nathan Littrell*  
*Date: March 2, 2020*  
*Subject: Annexation of Property –  
1507 Pheasant St.*  
*Agenda Item: Ordinance No. 3728*

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**Recommendation:** City staff recommends approval of this annexation ordinance.

**Background:** The owner of the property located at 1507 Pheasant St. is petitioning the City for annexation. The property owner plans to develop the property for both multi-family and single-family residential use and plan to utilize City water, trash and sewer services.

**Justification:** Since the property owner intends to utilize City services, it would be prudent to be annexed prior to development. The property is adjacent to the City boundary and City services could be made available. The default zoning for annexed properties is R-S Residential Suburban. The property will need to be rezoned prior to development.

**Financial Considerations:** None

**Purpose/Mission:** None

**Legal Considerations:** None

**Attachments:** Ordinance No. 3728, Petition, & Map

ORDINANCE NO. 3728

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY OF 1507 PHEASANT STREET (ALSO REFERRED TO AS 1505 PHEASANT STREET), IN ACCORDANCE WITH K.S.A. 12-520 ET. SEQ; AND PROVIDING FOR THE ZONING THEROF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CIY, KANSAS:

SECTION 1: By the virtue of the authority granted by K.S.A. 12-520 and by one or more of the conditions listed therein being fulfilled, the following described real property located in Ford County, Kansas is hereby annexed to, and made part of the City of Dodge City:

A tract of land in Section 34, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas more particularly described as:

Commencing at the Northeast Comer of Section 34 being a No. 4 R-bar with a cap #665 in A monument box; thence South 1°38'04" West a distance of 1,709.70 feet along the East line of Section 34; thence North 88°21'56" West a distance of 50.00 feet to a set No. 4 R-bar with a cap KLS#1224 (typical), 20.00 feet West of the Northeast corner of Lot 89 of Westview Place #1 Subdivision, Dodge City, Ford County, Kansas, being the point of beginning; thence South 3°15'22" West along the West Right of Way line of Fourteenth Street a distance of 353.44 feet to a set No. 4 R-bar with a cap; thence South 7°41'28" West along the West Right of Way line of Fourteenth Street a distance of 142.19 feet to a set No. 4 R-bar with a cap; thence South 75°25'26" West along the North Right of Way line of the Dodge City Flood Control property a distance of 1,147.28 feet to a set No. 4 R-bar with a cap; thence along a curve to the right along said flood control Right of Way having a radius of 5,639.58 feet, a chord length of 944.27 feet and a chord bearing of South 80°26'51" West to a set No. 4 R-bar which is 2,103 feet West of the East line of said Section 34 and 662 feet South of the South line of said Westview Place #1 Subdivision; thence North 1°38'04" East parallel to the East line of said Section 34 a distance of 992.00 feet to a set No. 4 R-bar on the North line of Lot 75 of said Westview Place #1 Subdivision, 33 feet West of the Northeast corner of said Lot 75; thence South 88°32'17" East parallel to the North line of Section 34 and along the North line of Lots 75 to 89 of said Westview Place #1 Subdivision a distance of 2,053.00 feet to the point of beginning. This tract contains 35.9 acres, more or less.

Pheasant Street Right Of Way, from the existing City Limits boundary on the East to 33 feet West of the West line of Lot 76 of Westview Place #1 Subdivision, a total length of approximately 2,006.3 feet.

SECTION 2: The property will be designated R-S, Residential Suburban upon annexation.

SECTION 3: The City Clerk shall file a certified copy of this ordinance with the County Clerk and Register of Deeds of Ford County, pursuant to K.S.A 12-522.

SECTION 4: This ordinance shall take effect, from and following its publication in the official City paper, as provided by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION  
AND APPROVED BY THE MAYOR, THIS SECOND DAY OF MARCH, 2020.

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JOYCE WARSHAW, MAYOR

ATTEST:

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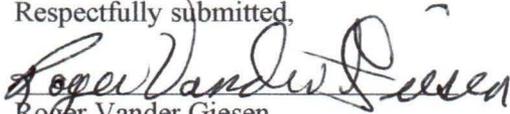
CONNIE MARQUEZ, CITY CLERK

**BEFORE THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS  
PETITION FOR ANNEXATION OF CERTAIN REAL ESTATE**

**COMES NOW** Roger & Kay Vander Giesen hereby petitions the City Commission of the City of Dodge City, Kansas to annex into the City of Dodge City, Kansas certain real estate located at 1507 Pheasant, more specifically described herein, and respectfully allege and state as follows:

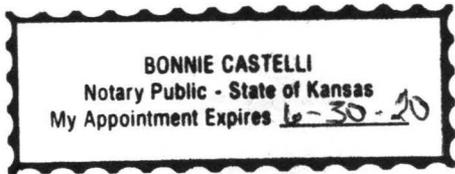
1. That I am the record owner of the following described real estate located in Ford County, Kansas: Commencing at the Northeast Corner of Section 34 being a No. 4 R-bar with a cap #665 in A monument box; thence South  $1^{\circ}38'04''$  West a distance of 1,709.70 feet along the East line of Section 34; thence North  $88^{\circ}21'56''$  West a distance of 50.00 feet to a set No. 4 R-bar with a cap KLS#1224 (typical), 20.00 feet West of the Northeast corner of Lot 89 of Westview Place #1 Subdivision, Dodge City, Ford County, Kansas, being the point of beginning; thence South  $3^{\circ}15'22''$  West along the West Right of Way line of Fourteenth Street a distance of 353.44 feet to a set No. 4 R-bar with a cap; thence South  $7^{\circ}41'28''$  West along the West Right of Way line of Fourteenth Street a distance of 142.19 feet to a set No. 4 R-bar with a cap; thence South  $75^{\circ}25'26''$  West along the North Right of Way line of the Dodge City Flood Control property a distance of 1,147.28 feet to a set No. 4 R-bar with a cap; thence along a curve to the right along said flood control Right of Way having a radius of 5,639.58 feet, a chord length of 944.27 feet and a chord bearing of South  $80^{\circ}26'51''$  West to a set No. 4 R-bar which is 2,103 feet West of the East line of said Section 34 and 662 feet South of the South line of said Westview Place #1 Subdivision; thence North  $1^{\circ}38'04''$  East parallel to the East line of said Section 34 a distance of 992.00 feet to a set No. 4 R-bar on the North line of Lot 75 of said Westview Place #1 Subdivision, 33 feet West of the Northeast corner of said Lot 75; thence South  $88^{\circ}32'17''$  East parallel to the North line of Section 34 and along the North line of Lots 75 to 89 of said Westview Place #1 Subdivision a distance of 2,053.00 feet to the point of beginning. This tract contains 35.9 acres, more or less.
2. The above-described real estate adjoins the City of Dodge City, as is shown on the map attached hereto and incorporated herein by reference;
3. That I respectfully request that the above-described real estate be annexed and incorporated to the City of Dodge City, Kansas, and do hereby consent to such annexation.

Respectfully submitted,

  
Roger Vander Giesen

18005 L Rd  
Cimarron, KS 67801  
620-855-0799

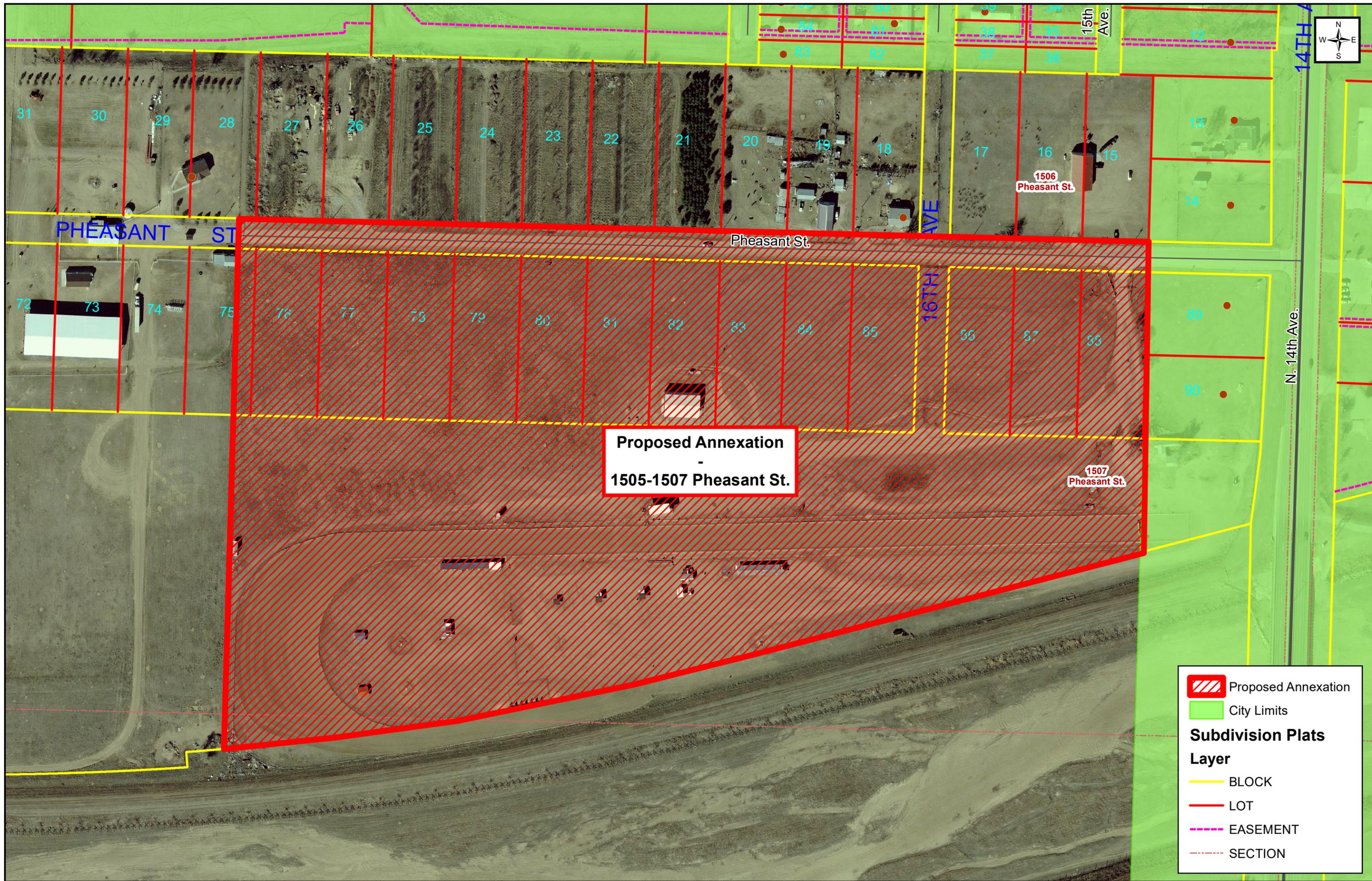
BE IT REMEMBERED, That on this 28 day of January, 2020, before me, a notary public in and said county and state, came the above mentioned landowner to me personally known to be the persons who executed the foregoing instrument of writing, and who duly acknowledged the execution of same, in testimony whereof, I have set my hand and affixed my notarial seal the day and year above written.



Bonnie Castelli  
Signature: Notary Public

Bonnie Castelli  
Print Name: Notary Public

My commission expires: 6-30-20



**Proposed Annexation**  
-  
**1505-1507 Pheasant St.**

	Proposed Annexation
	City Limits
<b>Subdivision Plats</b>	
<b>Layer</b>	
	BLOCK
	LOT
	EASEMENT
	SECTION

## Memorandum

*To: City Manager  
City Commissioners*  
*From: Mollea Wainscott  
Special Projects Coordinator*  
*Date: 02/28/2020*  
*Subject: RHID*  
*Agenda Item: Resolution No. 2020-02*

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**Recommendation:** Staff recommends adoption of Resolution 2020-02, which permits the submittal of a proposed Rural Housing Incentive District (RHID) to the Kansas Secretary of Commerce for approval.

**Background:** In 2008, the City commissioned a Housing Needs Analysis, which reflected a critical shortage of housing available in the community. In 2009, the City Commission adopted a Resolution providing for several incentive programs in order to encourage housing development in the City. The RHID was identified as one of those programs. The program has captured the attention of several developers, locally and statewide. In 2018, the City commissioned another Housing Needs Analysis taking into consideration the progress that had developed since the 2008 Analysis. The latest Analysis continued to reflect a major shortage of housing. The establishment of this RHID will provide the incentive needed to entice developers to and in our community.

**Justification:** Housing continues to be a constant challenge in the Dodge City area. Establishment of the RHID is necessary in order to address the City's critical housing shortage.

**Financial Considerations:** None at this time. However, if utilized, the financial consideration would be dependent upon each independent development agreement.

**Purpose/Mission:** To provide adequate housing in order for the City to accommodate present and future growth.

**Legal Considerations:** None

**Attachments:** Resolution No. 2020-02

**RESOLUTION NO. 2020-02**

**A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF DODGE CITY, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY.**

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**WHEREAS**, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and

**WHEREAS**, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

**WHEREAS**, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

**WHEREAS**, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

**WHEREAS**, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

**WHEREAS**, the City of Dodge City, Kansas (the “City”) has an estimated population of 27,340, is located in Ford County, Kansas, which has an estimated population of 33,848 and therefore constitutes a city as said term is defined in the Act; and

**WHEREAS**, the Governing Body of the City has performed a Housing Needs Analysis dated 2018 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and

**WHEREAS**, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Dodge City, Kansas, as follows:

**Section 1.** The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

**Section 2.** The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

**Section 3.** The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

**Section 4.** The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

**Section 5.** The Governing Body hereby finds and determines that the future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

**Section 6.** Based on the findings and determinations recited in *Sections 2* through *5* of this Resolution, the Governing Body proposes to establish a Rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described in *Exhibit A-23 through A-24*, attached hereto, and shown on the maps depicting the existing parcels of land contained in *Exhibit B-23 through B-24*, attached hereto (the “District”).

**Section 7.** The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary of Commerce for the Secretary’s review and approval.

**Section 8.** This Resolution shall take effect after its adoption and publication once in the official City newspaper.

**Approved** this 2<sup>nd</sup> day of March 2020 and signed by the Mayor.

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Mayor

ATTEST:

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City Clerk

**Resolution No. 2020-02**  
**Exhibit A**

- A-23 Commencing at the Northeast Corner of Section 34 being a No. 4 R-bar with a cap #665 in A monument box; thence South  $1^{\circ}38'04''$  West a distance of 1,709.70 feet along the East line of Section 34; thence North  $88^{\circ}21'56''$  West a distance of 50.00 feet to a set No. 4 R-bar with a cap KLS#1224 (typical), 20.00 feet West of the Northeast corner of Lot 89 of Westview Place #1 Subdivision, Dodge City, Ford County, Kansas, being the point of beginning; thence South  $3^{\circ}15'22''$  West along the West Right of Way line of Fourteenth Street a distance of 353.44 feet to a set No. 4 R-bar with a cap; thence South  $7^{\circ}41'28''$  West along the West Right of Way line of Fourteenth Street a distance of 142.19 feet to a set No. 4 R-bar with a cap; thence South  $75^{\circ}25'26''$  West along the North Right of Way line of the Dodge City Flood Control property a distance of 1,147.28 feet to a set No. 4 R-bar with a cap; thence along a curve to the right along said flood control Right of Way having a radius of 5,639.58 feet, a chord length of 944.27 feet and a chord bearing of South  $80^{\circ}26'51''$  West to a set No. 4 R-bar which is 2,103 feet West of the East line of said Section 34 and 662 feet South of the South line of said Westview Place #1 Subdivision; thence North  $1^{\circ}38'04''$  East parallel to the East line of said Section 34 a distance of 992.00 feet to a set No. 4 R-bar on the North line of Lot 75 of said Westview Place #1 Subdivision, 33 feet West of the Northeast corner of said Lot 75; thence continuing North  $1^{\circ}38'04''$  East parallel to the East line of said Section 34 a distance of 60 feet to a point on the North Right of Way line of Pheasant Street; thence South  $88^{\circ}32'17''$  East along said North Right of Way line of Pheasant Street to the West Right of Way line of Fourteenth Avenue; thence South along the West Right of Way line of fourteenth Avenue a distance of 60 feet to the point of beginning.
- A-24 Beginning at the southwest corner of Lot 16, Block 3, Milstock Addition; thence North along the west line of Lots 16 through 3, block 3 to the northwest corner of said Lot 3, Block 3; thence East along the north line of Lot 3, Block 3, and the north line of Lot 3, Block 2 to the northeast corner of said Lot 3, Block2; thence continuing East along the extended north line of said Lot 3, Block 2 to the east line of the plated Park and Water Way being the west right of way line of Riney Ave.; thence South along the west right of way line of Riney Ave. to the north right of way line of Division St.; thence West along the north right of way line of Division St. to the southwest corner of lot 16, Block3 Milstock Addition and the point of beginning.

Resolution No. 2020-02  
Exhibit B-23

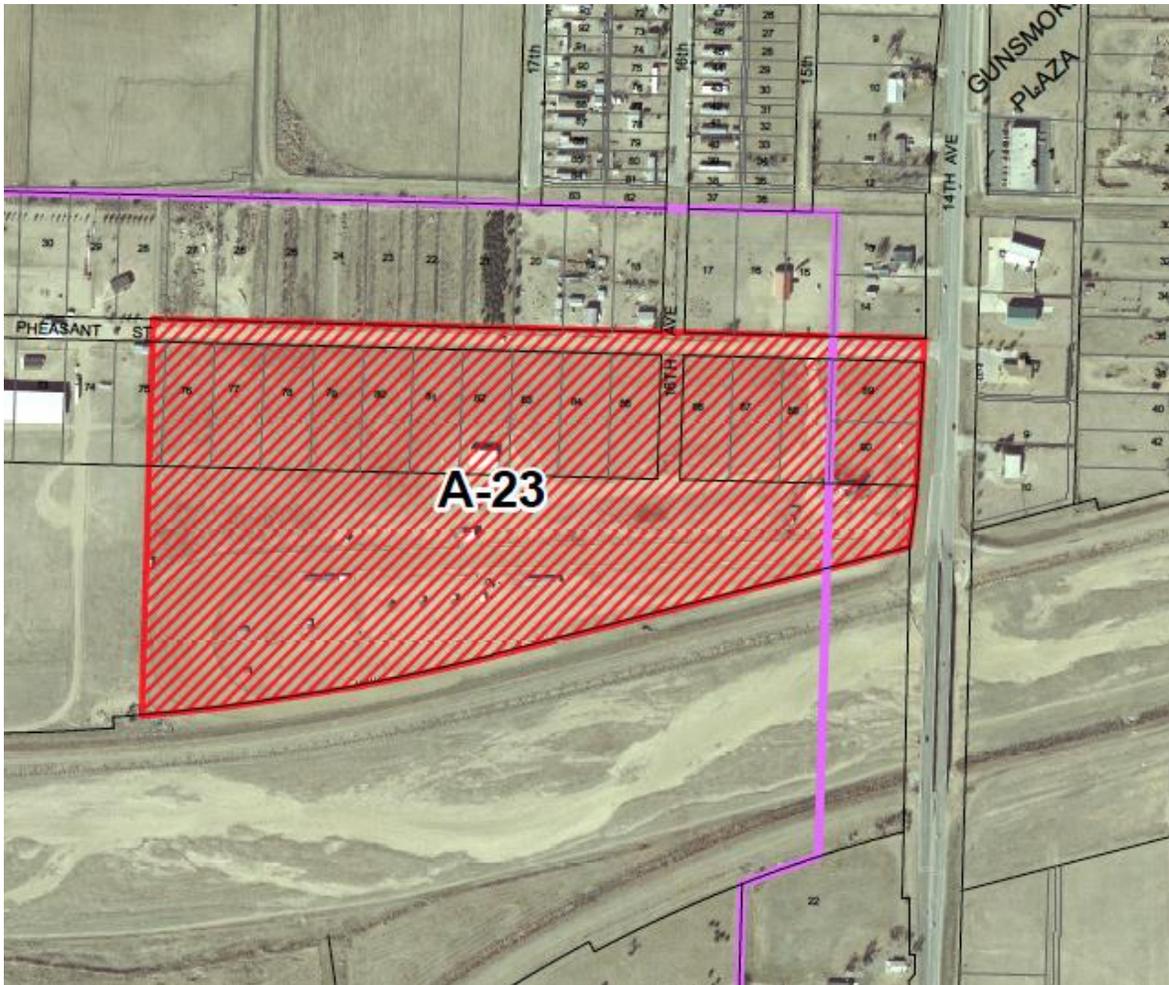
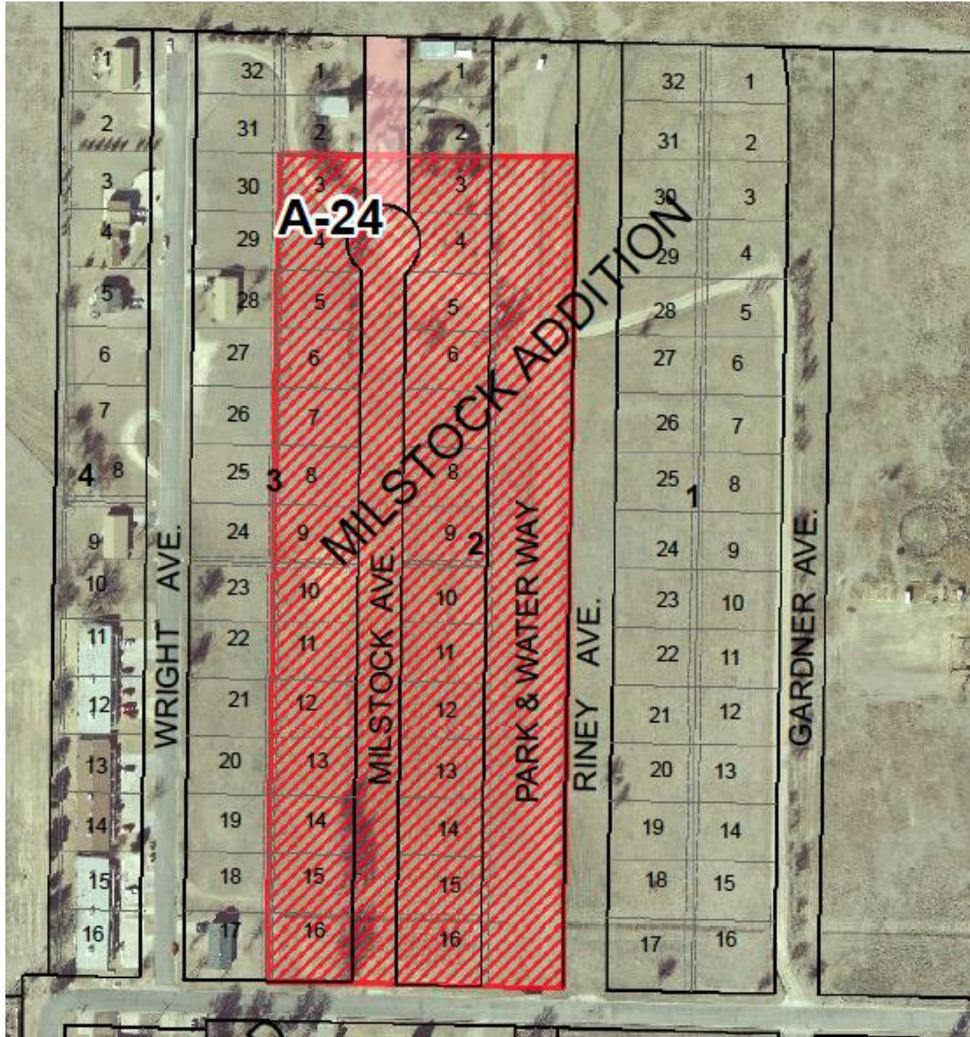


Exhibit B-24



## Memorandum

*To: City Manager  
City Commissioners*

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

*Date: February 20, 2020*

*Subject: Consulting Service Agreement for  
Wagon Wheel #3 Design,  
PL 2002*

*Agenda Item: New Business*

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**Recommendation:** Approve Consulting Services Agreement with SMH Consultants, P.A. for \$85,282.50 pending review by City Attorney and development agreement with the developer.

**Background:** Volz Builders is close to finishing up the Wagon Wheel #2 development and has contacted staff about moving forward with the development of Wagon Wheel #3. Wagon Wheel #3 will be a replat of a portion of Wagon Wheel #3. Therefore, City Staff has been working with the developer to open this area for housing using the RHID Incentive Program. SMH has provided engineering services for Wagon Wheel #1 & #2; during the design of Wagon Wheel #2, SMH developed preliminary infrastructure plans for now what is to be Wagon Wheel #3. Plat information from Wagon Wheel #2 will be used to complete the Wagon Wheel #3 plat.

**Justification:** The City has a need for additional housing and this subdivision will help in addressing the need. SMH will provide the necessary services to insure that the subdivision 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 \$85,282.50. This is a reimbursable expense through the RHID Program.

**Purpose/Mission:** The completion of this project will enable the City to have additional housing opportunities for new and existing citizens.

**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.

**CONSULTING SERVICES AGREEMENT**

Client: <u>City of Dodge City</u>	Project: <u>Wagon Wheel 3</u>
Address: <u>806 N. Second Avenue</u> <u>Dodge City, KS 67801</u>	Project Location: <u>Dodge City</u>
Telephone: <u>620-225-8106</u>	SMH Project Manager: <u>Jennifer Hancock, PE</u>
Contact: <u>Ray Slattery, Dir. Eng. Ser.</u>	SMH Job No.: <u>2001DG4005</u>
Client Job No.: _____	

This AGREEMENT is made by and between **The City of Dodge City, Kansas**, 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:

Wagon Wheel Addition 3 - Replat of Wagon Wheel Addition 2 Phase II; Sanitary Sewer Design, Water Main Design, and Residential Street Design for Wagon Wheel 3.

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

- GENERAL CONDITIONS
- Attachment A: Scope of Services
- Attachment B: Not to Exceed Hourly Fee Estimate
- Attachment C:
- 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 ON EACH SERIALLY NUMBERED WORK AUTHORIZATION
- THE HOURLY ESTIMATED NOT-TO EXCEED COST OF CONSULTANT'S SERVICES IS \$85,282.50

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

CLIENT

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONSULTANT

By:   
AUTHORIZED REPRESENTATIVE

TITLE: Office Manager

DATE: 02/25/2020

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 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.

### **5.3 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.

### **5.4 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.



***Wagon Wheel 3 Addition  
Dodge City, Kansas  
Residential Subdivision Construction Documents  
Scope of Professional Services  
Prepared: January 29, 2020***

**SMH Consultants (SMH) will perform the following tasks:**

**Part I - Land Survey**

1. The survey information from Wagon Wheel 2 will be utilized as much as possible for the project. Additional topographic and site survey for the entire site that is to be improved as Wagon Wheel 3 and the adjacent improvements that occurred with Wagon Wheel 2. The survey will include any additional boundary information, manmade features on the site, marked utilities, and topography as necessary to develop a digital terrain model for grading.
2. Conversion of the survey into a working drawing that can be used for design.

**Part II – Replat**

1. Preparation of a replat of Blocks 3-5 of Wagon Wheel Addition, Unit 2. This task includes review of the initial layout of lots, utilities, easements, and etc. with the owner.
2. Electronic and paper copy of the plats to be provided to the City of Dodge City as required.
3. Obtainment of a certificate of title as required by the City of Dodge City.
4. All necessary fees with Ford County for filing the plat.
5. Obtainment of plat Signatures as required by the City of Dodge City.
6. Setting of all property pins as required by the laws of the State of Kansas.

**Part III - Construction Documents**

1. Title sheet with appropriate signature blocks and other requirements of the City of Dodge City.
2. General Notes & Quantities sheet that corresponds with City of Dodge City standards.
3. Site plan showing all existing and proposed improvements, proposed lot lines, proposed easements, existing easements, right of way and utilities.

4. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
5. Gravity sanitary sewer plan and profile internal to the development. The proposed sanitary sewer plan and profile will also depict the location of service lines both vertically and horizontally. The sanitary sewer plan and profile shall conform to City of Dodge City Standards.
6. Sanitary sewer standard details as provided by the City of Dodge City.
7. Preparation of the sanitary sewer extension permit for City of Dodge City signature and submittal to the Kansas Department of Health and Environment.
8. Water main plan and profile for the extension of water service to and within the platted subdivision based on review comments from the City of Dodge City. The water main plans and profiles shall conform to City of Dodge City standards. Also, includes water service locations and stub out detail information.
9. Water main standard details as provided by the City of Dodge City.
10. Mass grading plan for the entire platted area to depict areas of cut and fill.
11. Roadway plan and profiles for each of the public streets within the final platted subdivision.
12. Intersection details detailing horizontal and vertical design information at each of the proposed intersections.
13. Typical street sections based on City of Dodge City standards and paving details as required by the pavement design.
14. Roadway cross sections for each of the public streets within the final platted subdivision. 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.
15. Stormwater runoff calculations to verify the required stormwater needs of the subdivision including the proper sizing of conduits and inlets, including a drainage map.

16. Storm sewer plan and profile internal to the development. The storm sewer plan and profile shall conform to City of Dodge City Standards.
17. Storm sewer standard details as provided by the City of Dodge City.
18. Erosion and sediment control plan and shall conform to City of Dodge City regulations.
19. Erosion and sediment control details based on City of Dodge City standards.
20. Preparation and submittal of a stormwater pollution prevention plan to the Kansas Department of Health and Environment and all necessary NPDES permitting applications. Upon approval the approved NPDES NOI and accompanying SWPPP will be provided to the developer. This document is required to be onsite through construction of the project.
21. Preparation of final provision and specifications documents using City of Dodge City standard forms.
22. 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. 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.
23. 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.
24. Submittal of final plans, special provisions, and specifications (electronically and two full size paper sets, and two 11"x17" paper sets).

#### **Part IV – Contractor Coordination and Project Pricing**

1. Project construction cost estimates to be utilized by the City in preparation of the necessary documentation for both project petitions and the Rural Housing Incentive District.
2. Preparation of a project bid sheet that includes utilities for the developer to utilize in obtaining bids for construction of the project.

3. Responding to questions from bidders regarding the project as they prepare project bids for the developer.

**Services not Rendered by SMH but May be Required**

1. Dumpster enclosure design and details, if required.
2. Structural design services.
3. Geotechnical Investigation.
4. All other services not identified in the above scope of services.

**Notes**

1. There may be studies (i.e. additional traffic, additional drainage, sewer and etc.) not identified in this scope of services that may arise because of the City of Dodge City or other jurisdictional agencies. As the need for these studies arises a separate scope of work will be developed for approval by the client.
2. Any changes to the overall layout of the site, the design constraints, original design intent and so forth made midstream in the project will impact the ability to complete the work within the fee proposed. These changes, if necessary, will constitute a revised and re-negotiated scope of work and fee.
3. All designs shall be provided on SMH title block and provided in PDF format.
4. Any services not identified in the fore mentioned scope of services requested by the architect or owner will be provided at 2020 hourly rates.

## 2020 Personnel and Reimbursable Rates

### SMH Consultants

	<u>Standard Rate</u>	<u>Overtime Rate</u>
<i>Survey Crew</i>	<i>\$125.00/hour</i>	<i>\$167.00/hour</i>
<i>GPS /Robot Crew</i>	<i>\$100.00/hour</i>	<i>\$123.75/hour</i>
<i>CADD Technician</i>	<i>\$90.00/hour</i>	<i>\$120.00/hour</i>
<i>Drone Piloting</i>	<i>\$100/hour</i>	<i>\$130/hour</i>
<i>Drone Processing</i>	<i>\$90/hour</i>	<i>\$110/hour</i>
<i>Managing Principal Professional Surveyor</i>	<i>\$130.00/hour</i>	<i>\$165.00/hour</i>
<i>Professional Surveyor</i>	<i>\$110.00/hour</i>	<i>\$133.00/hour</i>
<i>Managing Principal Engineer</i>	<i>\$190.00/hour</i>	<i>\$215.00/hour</i>
<i>Principal Engineer</i>	<i>\$170.00/hour</i>	<i>\$225.00/hour</i>
<i>Project Engineer</i>	<i>\$135.00/hour</i>	<i>\$180.00/hour</i>
<i>Design Engineer</i>	<i>\$110.00/hour</i>	<i>\$150.00/hour</i>
<i>Landscape Architect</i>	<i>\$110.00/hour</i>	<i>\$150.00/hour</i>
<i>Construction Engineering/Inspection</i>	<i>\$90.00/hour</i>	<i>\$120.00/hour</i>
<i>Proctor</i>	<i>\$300.00/each</i>	
<i>Clerical</i>	<i>\$55.00/hour</i>	<i>\$70.00/hour</i>
<i>Mileage</i>	<i>\$0.58/mile</i>	
<i>Concrete Cylinder Breaks</i>	<i>\$50/each</i>	

**Fee Estimate**

City of Dodge City  
Wagon Wheel 3

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

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

DE = Design Engineer  
LA = Landscape Architect  
CL = Clerical



Prepared January 29, 2020

	SC	CT	MPLS	RLS	MPE	PE	DE	LA	CL	Rate =	SC 125.00	CT 90.00	MPLS 130.00	RLS 110.00	MPE 190.00	PE 135.00	DE 110.00	LA 110.00	CL 55.00	Expenses	Totals Hours	Total Fee	
	Estimated Hours										Estimated Fee												
<b>Part I - Topographic Survey</b>																							
1. Boundary, Topo, and Site Survey	32		3								\$4,000.00		\$390.00								35	\$4,390.00	
2. Base Map Preparation		18	3									\$1,620.00	\$390.00								21	\$2,010.00	
																					<b>Part I Total =</b>	<b>\$6,400.00</b>	
<b>Part II - Replat</b>																							
1. Replat (includes meeting w/owner)		16	3				2					\$1,440.00	\$390.00				\$220.00				21	\$2,050.00	
2. Submittal of Replat																				\$50.00		\$50.00	
3. Certificate of Title																				\$350.00		\$350.00	
4. Filing & Fees w/ County								1												\$110.00	1	\$210.00	
5. Obtainment of Signatures									1											\$110.00	1	\$110.00	
6. Setting Property Pins	40	2	2								\$5,000.00	\$180.00	\$260.00								44	\$5,440.00	
																					<b>Part II Total =</b>	<b>\$8,210.00</b>	
<b>Part III - Street and Utility Construction Documents</b>																							
1. Title Sheet				1	2											\$135.00	\$220.00				3	\$355.00	
2. General Notes & Quantities				6	12											\$810.00	\$1,320.00				18	\$2,130.00	
3. Site Plan				2	16	1										\$270.00	\$1,760.00	\$110.00			19	\$2,140.00	
4. Utility Coordination				3	1.5											\$405.00	\$165.00				4.5	\$570.00	
5. SSWR Plan and Profile				6	52	1										\$810.00	\$5,720.00	\$110.00			59	\$6,640.00	
6. SSWR Details				1.5	2											\$202.50	\$220.00				3.5	\$422.50	
7. SSWR Extension Permit				3	1											\$405.00	\$110.00				4	\$515.00	
8. Water Plan and Profile				6	52	1										\$810.00	\$5,720.00	\$110.00			59	\$6,640.00	
9. Water Details				1.5	2											\$202.50	\$220.00				3.5	\$422.50	
10. Grading Plan				6	60	1										\$1,080.00	\$6,630.00				75	\$7,680.00	
11. Roadway Plan and Profile				6	16	105	1								\$1,140.00	\$2,160.00	\$11,550.00	\$110.00			128	\$14,960.00	
12. Intersection Details & HVC				5	42											\$675.00	\$4,620.00				47	\$5,295.00	
13. Typical Street Sections & Paving Details				1	3											\$135.00	\$330.00				4	\$465.00	
14. Roadway Sections				3	20											\$405.00	\$2,200.00				23	\$2,605.00	
15. Storm Water runoff calcs for storm pipe sizing				8	36											\$1,080.00	\$3,960.00				44	\$5,040.00	
16. Storm Sewer Plan and Profile				8	24	1										\$1,080.00	\$2,640.00	\$110.00			33	\$3,830.00	
17. Storm Sewer Details				1	2											\$135.00	\$220.00				3	\$355.00	
18. SESC Plan				1	6											\$135.00	\$660.00				7	\$795.00	
19. SESC Details				1	2											\$135.00	\$220.00				3	\$355.00	
20. SWPPP/NOI				1	4											\$135.00	\$440.00				5	\$575.00	
21. Special Provisions/Specs				1	3											\$135.00	\$330.00				4	\$465.00	
22. Submittal for field check				0.5	2		1	2								\$67.50	\$220.00	\$110.00	\$110.00	\$150.00	5.5	\$657.50	
23. Quality Control				10	16	3								\$1,900.00	\$2,160.00	\$1,760.00	\$330.00				45	\$6,150.00	
24. Final Submittal				4	4	2	2									\$540.00	\$440.00	\$220.00	\$110.00	\$300.00	12	\$1,610.00	
																					<b>Part III Total =</b>	<b>\$70,672.50</b>	

**Fee Estimate = \$85,282.50**

## Memorandum

*To: City Manager  
City Commissioners*  
*From: Tanner Rutschman, P.E.  
City Engineer*  
*Date: March 2, 2020*  
*Subject: Barbara Lane, Wagon Wheel Unit Two,  
ST 1801*  
*Agenda Item: New Business*

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**Recommendation:** Approve the bid from Klotz Sand Co., Inc. for the construction of the Barbara Lane, Wagon Wheel Unit Two connector road and utilities. They were the low bidder for the project with a total bid of \$264,898.12. This bid is above the Engineer's estimate of \$257,780.50 by 2.8% but is a fair and reasonable bid.

**Background:** The recent Wagon Wheel #2 residential development has brought forth a need to construct a second outlet to the residential neighborhood in the northeast corner of town. This second outlet will help reduce traffic on Ave. A and give the new development, and homes to the north, direct access to US 50 Highway. The City has already purchased property from Cox Communications to provide a portion of the street right-of-way on this extension of Barbara Lane. Sanitary sewer will also be extended with this project to fulfill the City's obligation in the purchase agreement with Cox Communications.

**Justification:** This street connection will improve safety and access to the residents to the north by providing an additional outlet for their neighborhood.

**Financial Considerations:** This project will be funded through General Obligation Bonds as well as the Wagon Wheel RHID. A total of \$175,000 will be funded through GOB.

**Purpose/Mission:** With this construction project we will ensure the safety of the public and ongoing improvement of the city's infrastructure.

**Legal Considerations:** By approving this bid from Klotz Sand Co. the City will enter into a contract with Klotz Sand Co. and be responsible to make payments to Klotz Sand Co.

**Attachments:** The Bid Tabulation which includes the bidders for the project along with the Engineer's Estimate.

CITY OF DODGE CITY, KANSAS  
 BID TABULATION

PROJECT: Barbara Lane, Wagon Wheel Unit Two  
 PROJECT #: ST 1801  
 BID DATE: 02/25/20

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<b>STREET QUANTITIES</b>					
1	Mobilization	LS	1	\$12,500.00	\$ 12,500.00
2	Construction Staking	LS	1	\$2,500.00	\$ 2,500.00
3	Clearing & Grubbing	LS	1	\$4,000.00	\$ 4,000.00
4	Pavement Excavation	SY	66	\$15.00	\$ 990.00
5	Excavation (Unclassified)	CY	963	\$10.00	\$ 9,630.00
6	Embankment (95%)(VRF=1.15)	CY	2104	\$7.50	\$ 15,780.00
7	Contractor Furnished Fill (95%)(VRF=1.15)	CY	1285	\$16.50	\$ 21,202.50
8	2" Asphalt Pavement (Class A HMA)	SY	1668	\$8.50	\$ 14,178.00
9	4" Asphalt Pavement (Class A HMA)	SY	1668	\$17.00	\$ 28,356.00
10	Paving Fabric	SY	1668	\$1.75	\$ 2,919.00
11	6" Fly-Ash Treated Compacted Sub-Grade	SY	2055	\$10.00	\$ 20,550.00
12	30" Rolled Curb & Gutter	LF	26	\$30.00	\$ 780.00
13	30" Standard Curb & Gutter	LF	978	\$32.50	\$ 31,785.00
14	Remove 30" Standard Curb & Gutter	LF	38	\$20.00	\$ 760.00
15	Quality Control/Quality Assurance	LS	1	\$3,000.00	\$ 3,000.00
<b>SANITARY SEWER QUANTITIES</b>					
1	Mobilization	LS	1	\$4,000.00	\$ 4,000.00
2	Construction Staking	LS	1	\$1,250.00	\$ 1,250.00
3	Clearing & Grubbing	LS	1	\$1,000.00	\$ 1,000.00
4	Standard Manhole (4'-0")	EA	1	\$4,500.00	\$ 4,500.00
5	Extra Depth Manhole	VF	11	\$225.00	\$ 2,475.00
6	Sanitary Sewer Pipe (8" SDR 35)	LF	300	\$65.00	\$ 19,500.00
7	4" PVC Sanitary Sewer Lateral	LF	60	\$65.00	\$ 3,900.00
8	Cleanout Riser	EA	5	\$400.00	\$ 2,000.00
9	Connection to Existing Sanitary Sewer	EA	1	\$750.00	\$ 750.00
10	QC/QA Compaction Testing	LS	1	\$1,500.00	\$ 1,500.00
<b>STORM SEWER QUANTITIES</b>					
1	Type-22 Setback Curb Inlet (5'x3')	EA	2	\$4,000.00	\$ 8,000.00
2	Type-22 Drop Area Inlet (4'x4')	EA	1	\$4,000.00	\$ 4,000.00
3	Standard Manhole (4'-0")	EA	1	\$4,500.00	\$ 4,500.00
4	Storm Sewer Pipe (18" RCP)	LF	168	\$80.00	\$ 13,440.00
5	Flared End Section (18" RCP)	EA	2	\$450.00	\$ 900.00
6	Flexamat	SF	713	\$10.00	\$ 7,130.00
<b>EROSION CONTROL QUANTITIES</b>					
1	Silt Fence	LF	486	\$5.00	\$ 2,430.00
2	Inlet Protection	EA	3	\$175.00	\$ 525.00
3	Temporary Seeding	ACRE	0.7	\$2,000.00	\$ 1,400.00
4	Permanent Seeding	ACRE	0.7	\$4,500.00	\$ 3,150.00
5	Construction Entrance	EA	1	\$2,500.00	\$ 2,500.00

TOTAL **\$ 257,780.50**

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

UNIT PRICE	CONTRACT AMOUNT
\$19,000.00	\$ 19,000.00
\$6,100.00	\$ 6,100.00
\$2,090.00	\$ 2,090.00
\$18.84	\$ 1,243.44
\$3.00	\$ 2,889.00
\$7.50	\$ 15,780.00
\$14.03	\$ 18,028.55
\$8.97	\$ 14,961.96
\$17.94	\$ 29,923.92
\$5.00	\$ 8,340.00
\$7.75	\$ 15,926.25
\$33.00	\$ 858.00
\$33.00	\$ 32,274.00
\$15.00	\$ 570.00
\$3,500.00	\$ 3,500.00
\$5,000.00	\$ 5,000.00
\$1,500.00	\$ 1,500.00
\$1,500.00	\$ 1,500.00
\$3,850.00	\$ 3,850.00
\$175.00	\$ 1,925.00
\$55.00	\$ 16,500.00
\$45.00	\$ 2,700.00
\$225.00	\$ 1,125.00
\$1,000.00	\$ 1,000.00
\$3,500.00	\$ 3,500.00
\$4,950.00	\$ 9,900.00
\$4,750.00	\$ 4,750.00
\$4,000.00	\$ 4,000.00
\$56.00	\$ 9,408.00
\$750.00	\$ 1,500.00
\$25.00	\$ 17,825.00
\$5.00	\$ 2,430.00
\$500.00	\$ 1,500.00
\$2,000.00	\$ 1,400.00
\$2,000.00	\$ 1,400.00
\$700.00	\$ 700.00

TOTAL **\$ 264,898.12**

BID SECURITY 5%  
 START DATE 3/15/2020

CONTRACTOR:  
 Building Solutions  
 ADDRESS:  
 11106 Saddle Rd.  
 CITY: Dodge City  
 STATE: Kansas  
 ZIP: 67801

UNIT PRICE	CONTRACT AMOUNT
\$18,500.00	\$ 18,500.00
\$6,500.00	\$ 6,500.00
\$1,800.00	\$ 1,800.00
\$28.00	\$ 1,848.00
\$3.25	\$ 3,129.75
\$4.00	\$ 8,416.00
\$15.00	\$ 19,275.00
\$10.60	\$ 17,680.80
\$21.20	\$ 35,361.60
\$6.00	\$ 10,008.00
\$10.00	\$ 20,550.00
\$33.75	\$ 877.50
\$28.50	\$ 27,873.00
\$10.00	\$ 380.00
\$3,000.00	\$ 3,000.00
\$3,500.00	\$ 3,500.00
\$1,300.00	\$ 1,300.00
\$600.00	\$ 600.00
\$5,900.00	\$ 5,900.00
\$250.00	\$ 2,750.00
\$115.00	\$ 34,500.00
\$90.00	\$ 5,400.00
\$200.00	\$ 1,000.00
\$600.00	\$ 600.00
\$4,100.00	\$ 4,100.00
\$4,950.00	\$ 9,900.00
\$6,300.00	\$ 6,300.00
\$5,400.00	\$ 5,400.00
\$54.50	\$ 9,156.00
\$950.00	\$ 1,900.00
\$14.00	\$ 9,982.00
\$5.00	\$ 2,430.00
\$275.00	\$ 825.00
\$3,500.00	\$ 2,450.00
\$10,500.00	\$ 7,350.00
\$2,250.00	\$ 2,250.00

TOTAL **\$ 292,792.65**

BID SECURITY 5%  
 START DATE 7/20/2020

CONTRACTOR:  
 APAC-Kansas, Inc., Shears Division  
 ADDRESS:  
 11188 South 56 Bypass  
 CITY: Dodge City  
 STATE: Kansas  
 ZIP: 67801

UNIT PRICE	CONTRACT AMOUNT
\$20,100.00	\$ 20,100.00
\$1,800.00	\$ 1,800.00
\$8,500.00	\$ 8,500.00
\$34.00	\$ 2,244.00
\$6.70	\$ 6,452.10
\$10.95	\$ 23,038.80
\$23.45	\$ 30,133.25
\$11.50	\$ 19,182.00
\$19.60	\$ 32,692.80
\$2.45	\$ 4,086.60
\$7.50	\$ 15,412.50
\$33.00	\$ 858.00
\$33.00	\$ 32,274.00
\$15.50	\$ 589.00
\$2,650.00	\$ 2,650.00
\$14,630.00	\$ 14,630.00
\$1,000.00	\$ 1,000.00
\$900.00	\$ 900.00
\$7,000.00	\$ 7,000.00
\$150.00	\$ 1,650.00
\$88.00	\$ 26,400.00
\$390.00	\$ 23,400.00
\$585.00	\$ 2,925.00
\$1,400.00	\$ 1,400.00
\$5,200.00	\$ 5,200.00
\$4,225.00	\$ 8,450.00
\$4,375.00	\$ 4,375.00
\$3,725.00	\$ 3,725.00
\$80.00	\$ 13,440.00
\$340.00	\$ 680.00
\$13.50	\$ 9,625.50
\$4.00	\$ 1,944.00
\$133.00	\$ 399.00
\$1,500.00	\$ 1,050.00
\$2,250.00	\$ 1,575.00
\$2,630.00	\$ 2,630.00

TOTAL **\$ 332,411.55**

BID SECURITY 5%  
 START DATE 7/20/2020

## Memorandum

*To: City Manager  
City Commissioners*

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

*Date: February 26, 2020*

*Subject: Purchase of Iron Rd. Right-of-Way,  
ST 2005*

*Agenda Item: New Business*

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**Recommendation:** Approve purchase of a tract of land 30' wide by half mile in length for Right-of-Way (R/W) of the future Iron Rd. The purchase price for this tract is \$22,000.

**Background:** The City has been working for the past month and half to acquire the necessary R/W for the construction of Iron Rd. With this additional property, Iron Rd. can be centered on the section line. This will eliminate the need for any jogs in the design and construction of Iron Rd. between Ave. A and 14<sup>th</sup> Ave. or beyond when the road is extended. We have negotiated with the property owner and are now bringing to the commission the final offer. The cost of the tract includes the following;

- The tract of land
- Relocation of a livestock well.
- Relocation of waterlines and frost free hydrants from the livestock well.

The City will be responsible to construct a new fence along the new south property line to replace the existing livestock fence. The will be done at a later date, prior to construction of the roadway.

**Justification:** As previously mentioned, this will eliminate the need for any jogs in the design and construction of Iron Rd. between Ave. A and 14<sup>th</sup> Ave. or beyond when the road is extended. This will be more cost effective for construction/

**Financial Considerations:** The cost of the R/W will be reimbursed by the RHID for this area.

**Purpose/Mission:** The completion of this project will adhere to the City's core values of 'Safety' and 'Ongoing Improvement' by providing another access into a residential area of town that is growing.

**Legal Considerations:** The City will be bound by the Real Estate Sale Contract.

**Attachments:** Real Estate Sale Contract

## REAL ESTATE SALE CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between, Mike Weber, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Dodge City, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient general warranty deed the following described real property, situated in Ford County, Kansas, to-wit:

A tract of land in the Section Eleven (11), Township Twenty-six (26) South, Range Twenty-five (25) West of the 6<sup>th</sup> P.M., Ford County, Kansas according to the Government Survey thereof, described as follows:

The South Thirty (30) feet of the East Half of Section Eleven (11), Township Twenty-six (26) South, Range Twenty-five (25) West of the 6<sup>th</sup> P.M., Ford County, Kansas.

Subject to easements and restrictions of record.

2. Buyer hereby agrees to purchase, and pay to Seller, as consideration for the conveyance to it of the above-described real property, the sum of Ten Thousand Dollars and Zero Cents (\$10,000.00) in the manner following to-wit: cash at closing.
3. Buyer hereby agrees to pay to Seller, as consideration for reimbursement of a livestock water well found on the above-described real property, the sum of Ten Thousand Dollars and Zero Cents (\$10,000.00) in the manner following to-wit: cash at closing. Buyer also agrees to properly plug said livestock water well.
4. Buyer hereby agrees to pay to Seller, as consideration for reimbursement of Water Hydrants and Water Main for Drip Irrigation Line found on the above-described real property, the sum of Two Thousand Dollars and Zero Cents (\$2,000.00) in the manner following to-wit: cash at closing.
5. The Buyer hereby agrees to construct a new fence line for the Seller along the new south property line to replace an existing fence line. The new fence line shall consist of:  
  
3 - Metal 90deg. Fence Corner      7 – “H” Braces      3 – 20’ Matching Gates  
Approximately 2400 L.F. of 5 wire barb wire fence with wooden posts placed 20’ o.c.  
Fence construction shall meet the construction specifications as indicated in Exhibit A of this Agreement.
6. The Buyer agrees that the Seller will be allowed to have 3 access points to the new roadway that is to be constructed on the tract of land. The Buyer and Seller will mutually agree to the locations of these 3 access points. Access points will be determined at such

time that the Seller wishes to improve the access points to City Standards as a standard drive approach or as a City Street. However, no access point shall be closer than 300' to the future intersections of Ave. A and 6<sup>th</sup> Ave.

7. The Seller agrees to remove the discarded agricultural equipment, tires, and other debris located on the said tract of ground.
8. Seller agrees to furnish to Buyer a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in Seller, subject to: easements and restrictions of record. The Title Evidence shall be sent to Buyer for examination by Buyer as promptly and expeditiously as possible, and it is understood and agreed that Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
9. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
10. Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
11. It is agreed by the Parties that the closing of this transaction (the "Closing") shall take place within sixty (60) days from date of execution of this Purchase Agreement during which time **Buyer** shall conduct such due diligence as it deems necessary and appropriate. The Closing may be extended by mutual agreement of the Parties. At the Closing, **BUYER** shall pay to **SELLER** the balance of the sale price. **SELLER** shall deliver to **BUYER** the deed of conveyance, and all other documents and things to which **BUYER** shall be entitled. Upon the payment of such monies and delivery of such documents, this transaction shall be deemed closed. The Parties will share the costs of closing and the closing agent will be High Plains Land & Title of Dodge City.
12. Possession to be given to Buyer at closing.
13. In the event an Owner's title insurance policy is furnished, the total cost of the title insurance policy shall be paid one hundred percent (100%) by Buyer and zero percent (0%) by Seller. All other closing agent costs will be shared equally by Buyer and Seller.
14. All fixtures and all personal property remaining on the premises at the time of Closing shall pass to and become the property of the Buyer.
15. **SELLER** will be responsible for and shall pay all taxes and special assessments, if any, assessed against the Premises for the year 2019 and all prior years. The taxes and special assessments for 2020 will be prorated on the basis of the number of months, or fraction thereof, which each party shall be in possession of the Premises. At the Closing, **SELLER** shall pay to **BUYER** a sum equal to a prorated share of the 2020 taxes and special assessments, if any, said prorated share to be based upon the amount of taxes and special assessments assessed for the preceding year. **BUYER** will be responsible for and shall pay all taxes and special assessments for the 2021 year when the same become due and payable, and for all subsequent years.

16. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Purchase Agreement incurred by such party.
17. Seller makes no warranty or guarantee as to the suitability of the real property proposed for sale for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
  - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
  - B. The presence or absence of any contamination by any hazardous substance;
  - C. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
  - D. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property.
  - E. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER**

**BUYER**

By Direction of the City Commission

\_\_\_\_\_  
Mike Weber

\_\_\_\_\_  
Joyce Warshaw, Mayor

ATTEST:

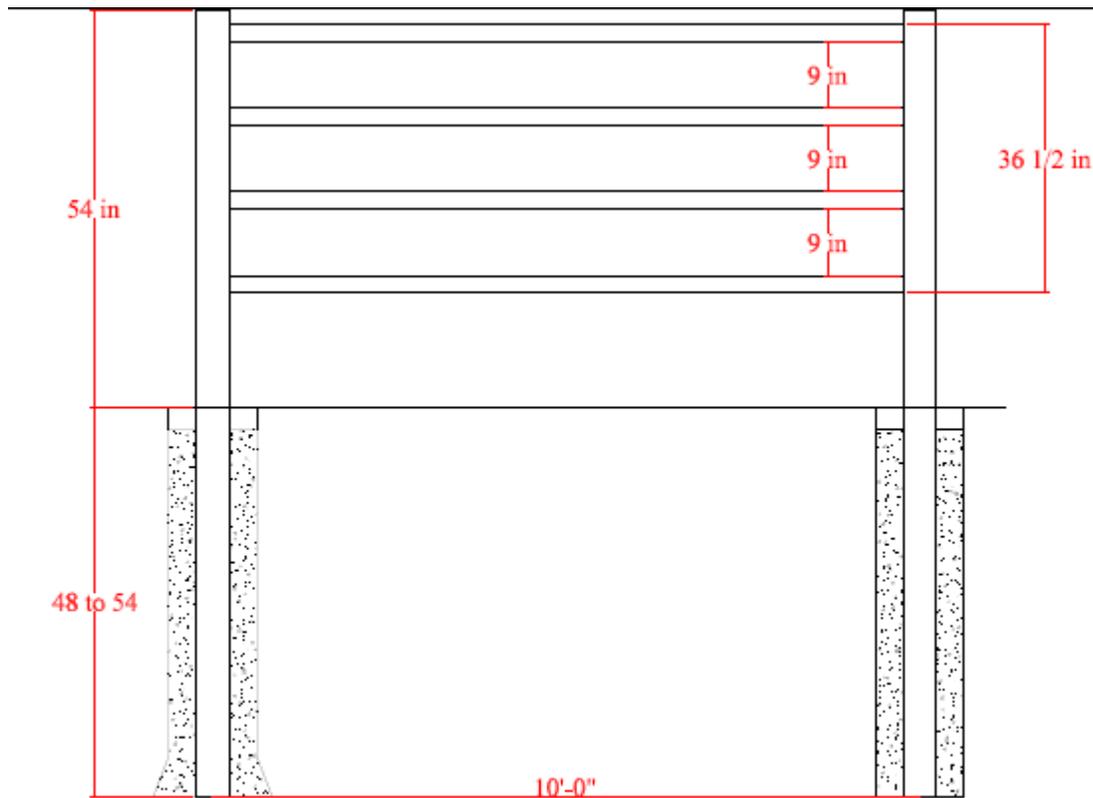
\_\_\_\_\_  
Connie Marquez, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bradley C. Ralph, City Attorney

## EXHIBIT A

### Fence Structure Details:



Post are 4"(4-1/2 OD) #1 used pipe and capped  
Post are poured - not tamped with Quick krete  
The rails are 2" (2-3/8"OD) upset tubing

All metal fence structures shall be site built. Gates shall be constructed to match braces.  
All wooden post shall be creosote 6' x 3" diameter (minimum), buried 24"-30" deep. Barb Wire shall be 2 point 12-1/2 gauge and installed by basic means of barb wire fence construction.

The Buyer will make provisions to install temporary fencing or set up panels around fence construction site(s) so that livestock will be contained during the fence building process. Once fence construction starts, the fencing shall be completed within 45 calendar days. However, a suspension of this time maybe required if the two fence types cannot be built back to back. Total construction time will not exceed 45 calendar days. Buyer will be responsible for removal of the existing fence and will take ownership of all existing fencing materials.



# 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 Manager & City Commissioners  
From: Assistant City Manager/Public Affairs  
Date: February 27, 2020  
Subject: Memorandum of Understanding for financing the completion of Boot Hill Museum's interior exhibit space and the expansion project  
Agenda Item: New Business

**Recommendation:** Staff recommends acceptance of the Memorandum of Understanding between the City of Dodge City ("City") and Boot Hill Museum ("Boot Hill").

**Background:** Boot Hill has been actively involved in a fundraising campaign for the interior exhibit spaces for the new expansion building that was paid for with Star Bonds. To date Boot Hill has raised \$1,455 million and have 495,000 remaining for the completion of the project. The majority of the funds raised through grants and donors are paid over a period of three to five years. However, the cash needs for the completion of the exhibit space is immediate.

**Justification:** The City has offered to assist Boot Hill with financing for the interior exhibit space and previously authorized expenses beyond the available STAR Bonds proceeds for the eligible costs for the Museum expansion in order to insure that the new building will be ready to open for the 2020 tourism season. The City is able to issue temp notes for a period of three years to cover the cash expenses while Boot Hill collects the pledged and donated funds.

**Financial Considerations:** City will loan Boot Hill Museum an amount not to exceed \$850,000. The loan will need to be paid within 3 years of its issuance of the temporary notes. The interest rate for the loan will be dependent on the interest rate for the temporary notes upon issuance. If the Museum is unable to complete the loan payments and interest within the time period of this agreement, the monies will be deducted from the additional 2 percent transient guest tax that the museum receives.

**Legal Considerations:**

The City Attorney has reviewed the MOU and does not have any concerns and Boot Hill Museum has also approved the terms of this MOU.

**Purpose /Mission:** This projects fulfills the City of Dodge City’s mission by preserving our heritage to foster a better future. It also meets our core purpose of making Dodge City the best place to be while matching the core value of ongoing improvement.

**Attachments:**

Memorandum of Understanding for financing for Boot Hill Museum

February 26, 2020

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DODGE CITY  
AND  
BOOT HILL MUSEUM**

This **MEMORANDUM OF UNDERSTANDING** (this “**MEMORANDUM**”) is made and entered into by and between the **CITY OF DODGE CITY, KANSAS** (the “**CITY**”), a municipal corporation and **BOOT HILL MUSEUM** (the “**MUSEUM**”), a non-profit 501(c)(3) organization operating in Dodge City, Kansas (collectively the “**Parties**”).

**WHEREAS**, the **CITY** has recognized the numerous benefits of tourism to the community and our City/County’s economic growth and has worked for many years to establish the community as a destination for tourism; and,

**WHEREAS**, the **MUSEUM** is recognized as an anchor in establishing and developing the community as a destination for our tourists to experience the history and relive the legend of Dodge City; and,

**WHEREAS**, the **MUSEUM** has worked diligently to preserve and interpret the Old West through exhibits, education and entertainment reflective of the area’s rich heritage; and,

**WHEREAS**, the **CITY** provided funding made possible through STAR Bonds proceeds for the expansion of the Museum; and,

**WHEREAS**, the focus of this expansion was to create or generate additional tourism as required by the Dodge City STAR Bond project documents; and,

**WHEREAS**, the **CITY** agrees to provide financing in an amount not to exceed eight hundred fifty thousand dollars (\$850,000.00) to the **MUSEUM** to assist with the implementation and completion of the interior exhibits and previously authorized expenses beyond the available STAR Bonds proceeds for the eligible costs for the Museum expansion.

**NOW, THEREFORE**, the Parties do hereby enter into this **MEMORANDUM** as evidence of their good faith, desire, and intent to utilize a portion of the Tax to assist with the operation, maintenance, and development of the **MUSEUM** and agree as follows:

**THE CITY AGREES TO:**

1. Loan to the Museum an amount not to exceed \$850,000 to be specifically used for funding of interior exhibits and the previously authorized expenses beyond the available STAR Bonds proceeds for the eligible costs for the Museum expansion.
2. The principal amount of said loan will be in the sole discretion of the City.
3. Issue temporary notes in such amounts as to provide for the principal amount of said loan.
4. Interest rate for the temporary notes will be dependent upon issuance, and shall be at the discretion of the City.

**THE MUSEUM AGREES TO:**

1. Repay to the City the amounts having been loaned to the Museum no later than three (3) years of the date of the issuance of said temporary notes.
2. If the repayment by the Museum, including interest, has not been completed as agreed in the previous section, the City will deduct the remaining repayment from the additional two percent (2%) transient guest tax that the Museum receives from the City, until such time as the repayment has been made in full.

**THE PARTIES AGREE:**

1. To use good faith efforts in working together to accomplish the purpose and intent of this MEMORANDUM.
2. That any disagreements regarding this MEMORANDUM will be discussed immediately between the City Manager or his/her designee and the President of the MUSEUM Board of Directors, with the City Manager making a final determination of the issue.
3. This MEMORANDUM may be amended, extended, or terminated at any time following discussions with the MUSEUM Board of Directors and approval by the City Commission.
4. Failure by the MUSEUM to comply with the requirements and agreements delineated within this MEMORANDUM may result in the loss of the transient guest tax proceeds, at the discretion of the CITY.

February 26, 2020

**IN WITNESS WHEREOF**, the Parties have signed this Memorandum of Understanding on the date indicated below.

**CITY OF DODGE CITY, KANSAS  
a Municipal Corporation**

by: \_\_\_\_\_  
Joyce Warshaw, Mayor

ATTEST:

by: \_\_\_\_\_  
Connie Marquez, City Clerk

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

**Boot Hill Museum, Inc.**

by:  \_\_\_\_\_  
\_\_\_\_\_, President

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.