

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, March 16, 2020

7:00 p.m.

MEETING #5151

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

APPROVAL OF AGENDA

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).

Great Plains Development Report

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. Cereal Malt Beverage License:
El Korita Restaurant, 2001 W. Wyatt Earp Blvd.
5. Approval of Hennessy Hall Lease Agreement with First Step Counseling LLC.

ORDINANCES & RESOLUTIONS

Ordinance No. 3729: An Ordinance Authorizing the Creation of the Scooter's Wyatt Earp Community Improvement District in the City of Dodge City, Kansas; Authorizing the Imposition

of a Community Improvement District; and Approving and Authorizing Certain Other Actions in Connection Therewith (Scooters Wyatt Earp Blvd). Report by Finance Director, Nicole May.

Ordinance No. 3730: An Ordinance Annexing to the City of Dodge City, Kansas the Iron Road Right of Way, 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.

Ordinance No. 3731: An Ordinance Annexing to the City of Dodge City, Kansas the Barbara Lane East Extension Right of Way, 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. 2020-03: A Resolution Authorizing the City of Dodge City to Formally Withdraw as a Participating Member Entity with Midwest Public Risk (MPR). Report by Director of Administration, Ryan Reid.

Resolution No. 2020-04: 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. Report by Special Projects Coordinator, Mollea Wainscott.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bids for the Animal Shelter Addition. Report by Director of Administration, Ryan Reid.
2. Approval of KDOT Agreement for US 56 & Trail Street Intersection Improvements. Report by Director of Engineering, Ray Slattery.
3. Approval of Design Services for 2nd Avenue Bridge Repairs. Report by Director of Engineering, Ray Slattery.
4. Approval of Bids for the Asphalt Street Sealing Project. Report by Director of Engineering, Ray Slattery.
5. Approval of the Quote for Traffic Signal Improvements. Report by City Engineer, Tanner Rutschmann.

OTHER BUSINESS

ADJOURNMENT



100 Military Avenue • Suite 128
P.O. Box 1116
Dodge City, KS 67801-1116
620-227-6406 • fax 620-225-6051
gpd@gpdionline.com • www.gpdionline.com

An EDA Economic Development District/Business Loans and Municipal Grants Services Agency

... YOUR ECONOMIC DEVELOPMENT PARTNER FOR DODGE CITY ...

THANK YOU for being an active partner! Great Plains Development, Inc. (GPDI) is proud to help you **create jobs** and **assist new and existing businesses**. As your small business loan partner and federal Economic Development District (EDD), we provide loan administration, grant programs and business services. **See your project list (and JOBS)** and our entire GPDI Portfolio of Approved Loans/Grants in this report. Here's a summary:

Current loan applications. We continue working with prospects/borrowers in Dodge City: Loan applications, loan review services, closing documents and local loan servicing. There has been significant loan activity over the past year! In 2019, we had 19 inquiries/applications and we closed on two (one was in the edge of the county and an additional one in Spearville). To date, we have five active city applications for 2020, including one in the county. The single county loan that we closed qualified for the Ford County CDBG-RLF. None of the recent past or current loan apps qualify for the City CDBG-RLF. At the City Manager's request, talks are ongoing about easing loan requirements . . .

Community Development Block Grants – Community Improvement (CDBG-CI). We assist cities and counties with CDBG applications and administration. **We recommend you quickly begin the application process. Deadlines for this year are September and October.** Based on your needs we can help *s-t-r-e-t-c-h* local dollars with CDBG funds (the Compass Behavioral Health building is a great example). And, **USDA Rural Development** can be a partner.

Kansas Department of Commerce (KDOC) Community Development Block Grant Economic Development (CDBG/ED). We help prepare and administrate Small CDBG/ED loans from Kansas Department of Commerce.

City Community Development Block Grant Revolving Loan Fund (CDBG/ED/RLF). A CDBG economic development loan program, GPDI prepares applications and administers this fund for you.

Entrepreneurship Community (E-Community). Through Dodge City/Ford County Economic Development, E-Community loans are Network Kansas, locally-raised funds to business start-ups and business expansion/retention. There is a minimum 40% match required from banks or public sources. \$45,000 cap.

StartUp Kansas. Network Kansas, \$45,000.00 cap, minimum 40% match to public business loan funds.

Kansas Multiplier. Network Kansas, \$100,000 cap, match up to 9% of loan/injection funds. Minority/Women 20%.

BRAND NEW—Kansas Healthy Food Initiative with NetWork Kansas, no cap, food projects only, loan/partial loan-to-grant. Collateralized. 5% equity contribution. Can be freestanding. Targeted at community development.

GPDI Revolving Loan Funds. Four in-house revolving business loan funds.

We continue to represent YOU at regular Topeka meetings of the Kansas Association of Certified Development Companies (KACDC) and Kansas Association of Regional Organizational Development Organizations (KARDO), meeting with our USDA, SBA, EDA and KDH&E and Kansas Department of Commerce (KDOC) partners.

We are ALWAYS grateful for your assistance, cooperation, and support. Together, we'll continue to make your area one of Western Kansas's most exciting places to grow business!

Most sincerely,

Robert J. Wetmore,
GPDI Co-Director

Faye Trent,
GPDI Co-Director

Paul Olsen,
Field Service Representative

BUSINESS, GROWTH AND REAL JOBS IN SOUTHWEST KANSAS

Serving counties of Barber, Barton, Clark, Comanche, Edwards, Finney, Ford, Grant, Gray, Greeley, Hamilton, Haskell, Hodgeman, Kearny, Kiowa, Lane, Meade, Morton, Ness, Pawnee, Pratt, Rush, Scott, Seward, Stafford, Stanton, Stevens, Wichita. *An equal opportunity lender, provider and employer.*

CITY COMMISSION WORK SESSION MINUTES
City Hall Commission Chambers
Monday, March 2, 2020
6:45 p.m.

CALL OR ORDER

WORK SESSION

Ernestor Del La Rosa, Assistant City Manager and Blanca Soto of Director of Southwest Kansas Appleseed Center spoke about how important and why it matters to be counted in the 2020 Census. It is part of the constitution, every 10 years everyone living in United States should be counted. Ed encouraged everyone to get counted by completing the questioner by phone, online or by mail. All information given will be confidential.

ADOURNMENT

ATTEST:

Mayor, Joyce Warshaw

Connie Marquez, City Clerk

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, March 2, 2020
7:00 p.m.
MEETING #5150

CALL TO ORDER

ROLL CALL: Mayor Joyce Warshaw, Commissioners Kent Smoll, Joseph Nuci, Brian Delzeit, and Rick Sowers were present

INVOCATION by Pastor Corky Spittler of Christ the King Lutheran

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Joyce Warshaw amended the agenda adding Proclamation 2020 United States Census. Commissioner Kent Smoll made a motion to accept the change, Commissioner Joseph Nuci seconded the motion.

PETITIONS & PROCLAMATIONS

Mayor Warshaw read the Problem Gambling Awareness Month Proclamation and proclaimed the month of March as Problem Gambling Awareness Month. . Debbie Snapp, Chairperson and Amy Falcon representing the Problem Gambling Task Force were present and presented additional information and updates for the Problem Gambling Task Force.

Mayor Warshaw read the 2020 United States Census. Ernestor De La Rosa, Chairman of Complete Count Committee wanted to thank Tammy West, Blanca Soto and Debbie Snapp for their efforts and contributions to the Complete Count Committee. He also encouraged all residents and the community to participate and compete the questioner for the 2020 Census. Information for the Census will be mailed out starting March 12, 2020.

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.

Commissioner Brian Delzeit moved to approve the Consent Calendar as presented. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

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 was approved on a motion by Commissioner Joe Nuci Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

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, was approved on a motion by Commissioner Brian Delzeit Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Kent Smoll moved to approve the Consulting Service Agreement with SMH Consultants, P.A. in the amount of \$85,282.50 for Wagon Wheel #3 Design, pending review by City Attorney. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.
2. Commissioner Brian Delzeit moved to approve the bid from Klotz Sand Co. Inc. in the amount of \$257,780.50 for the construction of Barbara Lane, Wagon Wheel Unit Two connector road and utilities. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.
3. Commissioner Joseph Nuci moved to approve the purchase of Iron Road Right of Way in the amount of \$22,000. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.
4. Commissioner Kent Smoll moved to approve the Memorandum of Understanding between the City of Dodge City and Boot Hill Museum. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

OTHER BUSINESS

ADJOURNMENT

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

ATTEST:

Joyce Warshaw, Mayor

Connie Marquez, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

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

City or County of FORD

SECTION 1 - LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

- License to sell cereal malt beverages for consumption on the premises.
 License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.

SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 036-264310385F-01

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

| | | |
|---|------------------------------------|--------------------------------|
| Name <u>MONICA GUADALUPE HERNANDEZ</u> | Phone No. <u>(620) 253-5528</u> | Date of Birth <u>4-9-81</u> |
| Residence Street Address <u>1604 AVE A</u> | City <u>DODGE CITY KS</u> | Zip Code <u>67801</u> |

Applicant Spousal Information

| | | |
|---|------------------------------------|---------------------------------|
| Spouse Name <u>MANUEL EULAS VILLALBADE-FAMIREZ</u> | Phone No. <u>(620) 408-4400</u> | Date of Birth <u>6-30-78</u> |
| Residence Street Address <u>1604 AVE A</u> | City <u>DODGE CITY KS</u> | Zip Code <u>67801</u> |

SECTION 3 - LICENSED PREMISE

| Licensed Premise (Business Location or Location of Special Event) | Mailing Address (If different from business address) |
|--|--|
| DBA Name <u>EL KORITA RESTAURANT</u> | Name |
| Business Location Address <u>2001 W WYATTEARP BLVD</u> | Address |
| City <u>DODGE CITY</u> State <u>KS</u> Zip <u>67801</u> | City State Zip |
| Business Phone No. <u>(620) 371-6008</u> | <input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location. |
| Business Location Owner Name(s) <u>MONICA GUADALUPE HERNANDEZ</u> | |

SECTION 4 - APPLICANT QUALIFICATION

I am a U.S. Citizen Yes No

I have been a resident of Kansas for at least one year prior to application. Yes No

I have resided within the state of Kansas for 20 years.

I am at least 21 years old. Yes No

I have been a resident of this county for at least 6 months. Yes No

Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes:
 (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.

Yes No
Have not

My spouse has previously held a CMB license. Yes No

My spouse has never been convicted of one of the crimes mentioned above while licensed. Yes No



City of Dodge City

PARKS AND FACILITIES

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners
From: Troy Brown, Parks and Facilities Director
Date: March 16, 2020
Subject: Hennessy Lease

RECOMMENDATION: Staff recommends approving the lease with First Step Counseling LLC. for space at Hennessy Hall.

BACKGROUND: First Step Counseling owned by Tim McClure desires to lease office space at Hennessy to provide counseling services. The type of counseling he will offer is called mental health therapy, which is very similar to what Compass offers. First Step Counseling will focus on those who experience PTSD (Post Traumatic Stress Disorder) and suffer from Trauma experiences.

First Step Counseling LLC is a Kansas for-profit company.

The space being leased is on the first floor and is designated as room 125 east.

JUSTIFICATION: First Step Counseling is a for-profit company that is consistent and compatible with other entities currently housed in the facility.

FINANCIAL CONSIDERATIONS: The annual lease payment will be \$1,520.00 based on the standard \$8 per sq. ft. price charged to for-profit tenants at this facility. Lease payments are prorated monthly and billed through City Hall.

Any renovations or redecorating is the responsibility of the tenant with the approval of the City.

PURPOSE/MISSION: This lease agreement is consistent with the City's core purpose of Ongoing Improvement as it facilitates additional resources for citizens as they strive to educate themselves to improve their quality of life.

LEGAL CONSIDERATIONS: The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for three years. The lease agreement was approved by the city attorney.

ATTACHMENT:

Lease Agreement

Hennessey Hall Lease Agreement

This lease agreement (this "Lease") is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (the "LANDLORD") and First Step Counseling L.L.C., a Kansas for-profit corporation. (the "TENANT").

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and the TENANT agree as follows:

- 1) **LEASE PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary of the Plains College Campus in Dodge City, Kansas. The portion of the premises hereby leased to the TENANT is indicated on the attached document, comprising approximately one hundred ninety (190) square feet and labeled as Room 125 East. The room indicated, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises".
- 2) **TERM:** The term of this lease shall begin on April 1, 2020 and shall continue until March 31, 2021 (the "Lease Term"). The expiration or termination of the Lease Term shall not terminate or otherwise extinguish any liability or obligation (including, without limitation, indemnification obligations) of either party hereto involving any act, omission, breach or default occurring prior to such expiration or termination. The Lease Term may be extended for two (2) additional terms of one (1) year each (the "Renewal Terms") by mutual agreement of the parties, by TENANT providing written notice of the exercise of the Renewal Term to the LANDLORD no less than three (3) months in advance of the expiration of the Lease Term or any Renewal Term.
- 3) **LEASE RENTAL:** During the first year of this Lease, the TENANT shall pay to the LANDLORD annual rent in the amount of one thousand, five hundred and twenty dollars (\$1,520.00), representing a square footage rental rate of \$8.00 per square foot, said annual amount to be paid in equal advance monthly installments of one hundred twenty-six dollars and sixty-six cents (\$126.66), beginning on the first day of April 2020, for first month's rent and continuing monthly thereafter for the first year of this Lease, said monthly rental being hereinafter referred to as the "Base Rent."
- 4) **ADDITIONAL RENT:** It is agreed by the parties that, in addition to the Base Rent as set forth above, the TENANT shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, Hennessey Hall is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this Lease; provided, however, that in the event the Hennessey Hall in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increases costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of this Lease are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the TENANT based on percentage that the leased premises covered by this Lease bears to the total usable space in Hennessey hall. It is agreed that the leased premises covered by this Lease is

approximately seven hundred (700) square feet and the total usable space of Hennessey Hall is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 0.5%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 0.5%, the TENANT'S proportionate share of Hennessey Hall. A resulting amount is then divided by one hundred ninety (190) square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
 - (c) The adjusted Base Rent, as provided above, shall be due and payable to the LANDLORD in monthly installments commencing on April 1, 2021 of the following year, and on the first day of each month thereafter until the next rental adjustment.
 - (d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2019.
- 5) **REPAIR AND MAINTENANCE:** Throughout the term of this Lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of Hennessey Hall and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased premises including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.
- The TENANT shall be responsible for all interior maintenance of the leased premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the leased premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located within the leased premises.
- The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.
- 6) **SIGNAGE:** The TENANT will be responsible for any individual tenant signage inside Hennessey Hall it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.
- 7) **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of Hennessey Hall. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.
- 8) **TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on Hennessey Hall, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

9) **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.

10) **TENANT RENOVATIONS:** The TENANT acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the leased premises.

Any future renovations and remodeling desired by the TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonably withheld.

The TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

11) **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of Hennessey Hall which includes the leased premises to a third party, the LANDLORD shall have the option to terminate this Lease by providing written notice to the TENANT at least twelve (12) months prior to the termination date.

12) **TERMINATION BY TENANT:** The LANDLORD acknowledges that the TENANT anticipates conducting operations subject to State and Federal government funding. Should the TENANT fail to receive adequate funding to continue operations, the TENANT may terminate this Lease by providing the LANDLORD written notice of intent to terminate ninety (90) days prior to termination. Should the TENANT terminate this Lease under this provision, the TENANT shall not rent, lease, or sub-lease any other space within Ford County for the purpose of conducting office operations for the term of this Lease.

13) **CASUALTY INSURANCE:** The LANDLORD agrees to keep the Hennessey Hall insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.

14) **TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the leased premises under the terms and conditions of this Lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expenses incurred by the LANDLORD in defending against any such claims or causes of action.

- 15) **DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the landlord, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject of cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the premises are untenable.
- 16) **UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises. TENANT shall be responsible for any telecommunications and data utilities required.
- 17) **ASSIGNMENT BY TENANT:** The TENANT shall not assign this Lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.
- 18) **ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this Lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this Lease, and the same shall be binding on the LANDLORD'S assignee.
- 19) **RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of Hennessey Hall of which the leased premises are a

part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.

20) **NOTICES:** Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 N. Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as 3011 Anna Ave., Dodge City, Kansas 67801.

21) **BINDER:** This Lease shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in the day and year written below.

DATE

CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

By: _____
JOYCE WARSHAW, MAYOR

APPROVED:

By: _____
CONNIE MARQUEZ, CITY CLERK

FIRST STEP COUNSELING

By: _____
TIM MCCLURE, OWNER

Memorandum

To: Cherise Tieben, City Manager
From: Nicole May
Date: March 4, 2020
Subject: Public Hearing – Advisability of Creating a Community Improvement District
Ordinance No. 3729 – Making Certain Finding on the Advisability of Creating a Community Improvement District

Agenda Item Public Hearing and Ordinances and Resolutions

Recommendation: I recommend the City Commission open the Public Hearing and hear any comments from the public. If after the public hearing, the Commission finds it advisable to create the Community Improvement District, adopt Ordinance No. 3729.

Background: A petition was filed for the establishment of a community improvement district at the location of the future Wyatt Earp Scooters location at 904 West Wyatt Earp. A Petition was filed in January 2020, by the City of Dodge City to establish a CID in the location of the future development.

The City Commission adopted Resolution No. 2020-01, on February 17, 2020, that directed a public hearing be held to consider the advisability of creating a community improvement district and required the City Clerk to give notice of such public hearing. A notice was published in the Dodge City Daily Globe for 2 consecutive weeks, at least 7 days prior to the March 16 meeting notifying the public of consideration of the CID. A notice was also sent to Ge Up & Go LLC.

Later in the meeting after the public hearing is complete, the Commission will consider the Ordinance. This ordinance states that the governing body of the City of Dodge City finds and determines it to be advisable to create the proposed community improvement district, authorizes the project, approves the estimated cost of the project, sets forth the boundaries of the district, levies the community improvement district sales tax, and approves the method of financing.

Justification: The Community Improvement District is an economic development tool authorized by the State of Kansas that allows eligible construction costs to be reimbursed to the developer. The additional sales tax collected in the improvement district is the only amount reimbursed to the developer.

Financial Considerations: none

Purpose/Mission: We value progress and business growth for the community.

Legal Considerations: All legal considerations are being met with the public hearing and adoption of the ordinance. The ordinance will be forwarded to the Director of Taxation for the State of Kansas

Attachments: Ordinance No. 3729.

ORDINANCE NO. 3729

AN ORDINANCE AUTHORIZING THE CREATION OF THE SCOOTER'S WYATT EARP COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF DODGE CITY, KANSAS; AUTHORIZING THE IMPOSITION OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX TO BE COLLECTED WITHIN SUCH DISTRICT; AND APPROVING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (SCOOTERS WYATT EARP CID).

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "Act"), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended; and

WHEREAS, the City of Dodge City, Kansas (the "City"), is a municipality within the meaning of the Act; and

WHEREAS, on January 21, 2020, a petition (the "Petition") was filed with the City Clerk requesting (a) that the community improvement district described therein (the "CID") be created; (b) that the City levy a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailer's sales tax act, within the CID in the amount of two percent (2%) (the "CID Sales Tax"); and (c) that certain community improvement district project costs to be incurred within the CID be financed with pay-as-you-go financing from such CID Sales Tax, all in accordance with the Act; and

WHEREAS, said Petition was signed by all [more than 55%] of the owners of the land area within the proposed CID, exclusive of right of way; and

WHEREAS, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, a governing body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district project therein, and provide for notice of the hearing by publication at least once each week for two consecutive weeks in the official city newspaper, with the second publication occurring at least seven days prior to the hearing, and by certified mail to all property owners within the proposed community improvement district, with such certified mail sent at least ten days prior to such hearing; and

WHEREAS, on February 17, 2020, the Governing Body of the City adopted Resolution No. 2020-01 directing a public hearing on the proposed CID be held and declaring its intent to levy the CID Sales Tax in the proposed CID; and

WHEREAS, on March 2, 2020, following proper notice as provided in the Act, the Governing Body of the City held a public hearing on the proposed CID, the proposed community improvement district project and the imposition of the CID Sales Tax in the proposed CID; and

WHEREAS, the Governing Body hereby finds and determines that it is in the best interests of the City and in furtherance of the purposes of the Act to create the CID and impose the CID Sales Tax.

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

Section 1. Creation of District; Boundaries. The Governing Body of the City hereby creates the CID within the boundaries legally described on *Exhibit A* attached hereto and are depicted on the map attached hereto as *Exhibit B*, which CID shall generally be referred to as the "Scooters – Wyatt Earp CID."

Section 2. Authorization of District Project; Estimated Costs. The Governing Body of the City hereby authorizes the project within the Scooters – Wyatt Earp CID described in *Exhibit C* attached hereto (the "Project") and approves the estimated cost of the Project which may be financed with CID Sales Tax as eight hundred three thousand dollars (\$803,000). Notwithstanding the approval of the Project by this Ordinance, the Project and owner or owners of all property comprising the Project must comply with all applicable zoning, planning permit and other laws and regulations applicable to the Project.

Section 3. Method of Financing. The Project within the Scooters – Wyatt Earp CID will be financed on a pay-as-you-go basis payable from revenues received from the imposition of the CID Sales Tax. No special assessments shall be implemented under the Act to pay for the Project, and no special obligation notes or bonds will be issued for the Project.

Section 4. Levy of Sales Tax. In accordance with the Act and to provide funds to pay costs of the Project, the Governing Body of the City hereby levies a CID Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailer's sales tax act, within the Scooters-Wyatt Earp CID in the amount of two percent (2%). The collection of the CID Sales Tax shall commence on July 1, 2020, or any other effective date the City may approve by ordinance if a change in the effective date outlined herein is requested in writing by all owners of record, exclusive of right of way, in the Scooters – Wyatt Earp CID.

Section 5. Segregation of CID Sales Tax. All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the Scooters – Wyatt Earp Community Improvement District Revenue Fund. Such revenues shall be used to pay the costs of the Project on a pay-as-you-go basis, including the City's administrative fee of two percent (2%).

Section 6. Further Action. The Mayor, City Manager, City Clerk and other officials and employees of the City, including the City Attorney and City consultants, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 7. Effective Date. This Ordinance shall be in force and take effect from and after its passage, approval and publication once in the official City newspaper. When this Ordinance becomes effective in accordance with this Section, the City Clerk shall provide a certified copy of the same to the State Director of Taxation pursuant to K.S.A. 12-189. The City Clerk is hereby further authorized to submit this Ordinance to the Ford County Register of Deeds, for recording.

ADOPTED by the Governing Body of the City of Dodge City, Kansas on this ____ day of _____, 2020.

By: _____
Mayor

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A to CID Ordinance

Legal Description of Scooters – Wyatt Earp CID

904 West Wyatt Earp Blvd.

The West 29.9' of Lot 4, All of Lot 5 and Lot 6 Block 2 Hardesty Addn.

Dodge City, Kansas except additional R/W for Wyatt Earp Blvd.

EXHIBIT B to CID Ordinance

(Map)

EXHIBIT C to CID Ordinance

Proposed Project

The general nature of the proposed projects (the "**Projects**") is to promote the development of a new commercial building along a portion of Wyatt Earp Boulevard, as is more particularly described herein, by providing community improvement district financing in accordance with this Petition and with the Act to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure-related items, sidewalks, parking lots, buildings tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the City and the petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

Memorandum

*To: City Manager
City Commissioners*
From: Nathan Littrell
Date: March 16, 2020
*Subject: Annexation of Property –
Iron Road.*
Agenda Item: Ordinance No. 3730

Recommendation: City staff recommends approval of this annexation ordinance.

Background: The City is looking to do improvements and extension of Iron Road, a section line road. The owner of the property located at 10795 111 Road has petitioned the City to annex a portion of the property to allow for Iron Road to be extended through this portion.

Justification: A through street connecting 14th Ave., 6th Ave. and Ave A is needed. Annexing this property will allow for Iron Rd. to be constructed through this section near Ave. A.

Financial Considerations: None

Purpose/Mission: None

Legal Considerations: None

Attachments: Ordinance No. 3730 & Map

ORDINANCE NO. 3730

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY IRON ROAD RIGHT OF WAY, 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 the Southeast Quarter of Section 11 and the Southwest Quarter of Section 12, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas described as follows:

Beginning at Southeast Corner of said Section 11; thence North 88°57'56" West 2630.25 feet to the Southwest Corner of the Southeast Quarter of said Section 11; thence North 00°38'29" East 30.00 feet along the West Line of the Southeast Quarter of said Section 11; thence South 88°57'26" E 2630.25 feet to the East Line of said Section 11; thence South 88°57'26" E 45.00 feet; thence South 00°43'09" W 30.00 feet; thence North 88°57'26" West 45.00 feet to the point of beginning, containing 1.8 acres.

SECTION 2: The previously described real property will be designated R-1, Residential Low Density 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 SIXTEENTH DAY OF MARCH, 2020.

JOYCE WARSHAW, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK



**Proposed
Annexation**

111 Rd.

Sawlog Rd.

Iron Rd.

6th Ave.

Breckenridge Rd.

Vail St.

Cervantes Rd.

Gary Ave.

Steamboat Dr.

Ave. A

William St.

 Proposed Annexation
 City Limits

Memorandum

To: City Manager
City Commissioners
From: Nathan Littrell
Date: March 16, 2020
Subject: Annexation of Property –
Barbara Ln. Extension
Agenda Item: Ordinance No. 3731

Recommendation: City staff recommends approval of this annexation ordinance.

Background: The City is looking to annex the property to allow for Barbara Lane to be extended to the south to reach Frontview Street.

Justification: A second access point to the Wagon Wheel 2 and 3 additions is needed and this would allow for the City to construct it.

Financial Considerations: None

Purpose/Mission: None

Legal Considerations: None

Attachments: Ordinance No. 3731 & Map

ORDINANCE NO. 3731

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE BARBARA LANE EAST EXTENSION RIGHT OF WAY, 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 Lot 9, Block 14, Kliesen Subdivision and in the Southwest Quarter of Section 13, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas described as follows:

Beginning at a point that is South 89°43'59" East 39.65 feet from the Northwest Corner said Lot 9, Block 14, Kliesen Subdivision, in the Southwest Quarter of said Section 13, Ford County, Kansas; thence South 00°30'40" East 209.57 feet to the South Line of said Lot 9, Block 14, Kliesen Subdivision; thence South 89°35'11" East 1.94 feet along the South Line of said Lot 9; thence South 26°07'35" East 66.33 feet to the Southwesterly Corner of said Lot 9; thence South 06°28'24" East 60.45 feet to the South right of way line of Kliesen Street; thence North 89°23'28" West 97.25 feet; thence North 00°27'19" West 348.46 feet to the South Line of Wagon Wheel Addition, Unit Two, City of Dodge City, Ford County, Kansas; thence South 89°43'15" East 60.00 feet along the South Line of said Wagon Wheel Addition; thence South 00°30'40" East 20.00 feet to the point of beginning, containing 23,907 square feet.

SECTION 2: The previously described real 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.

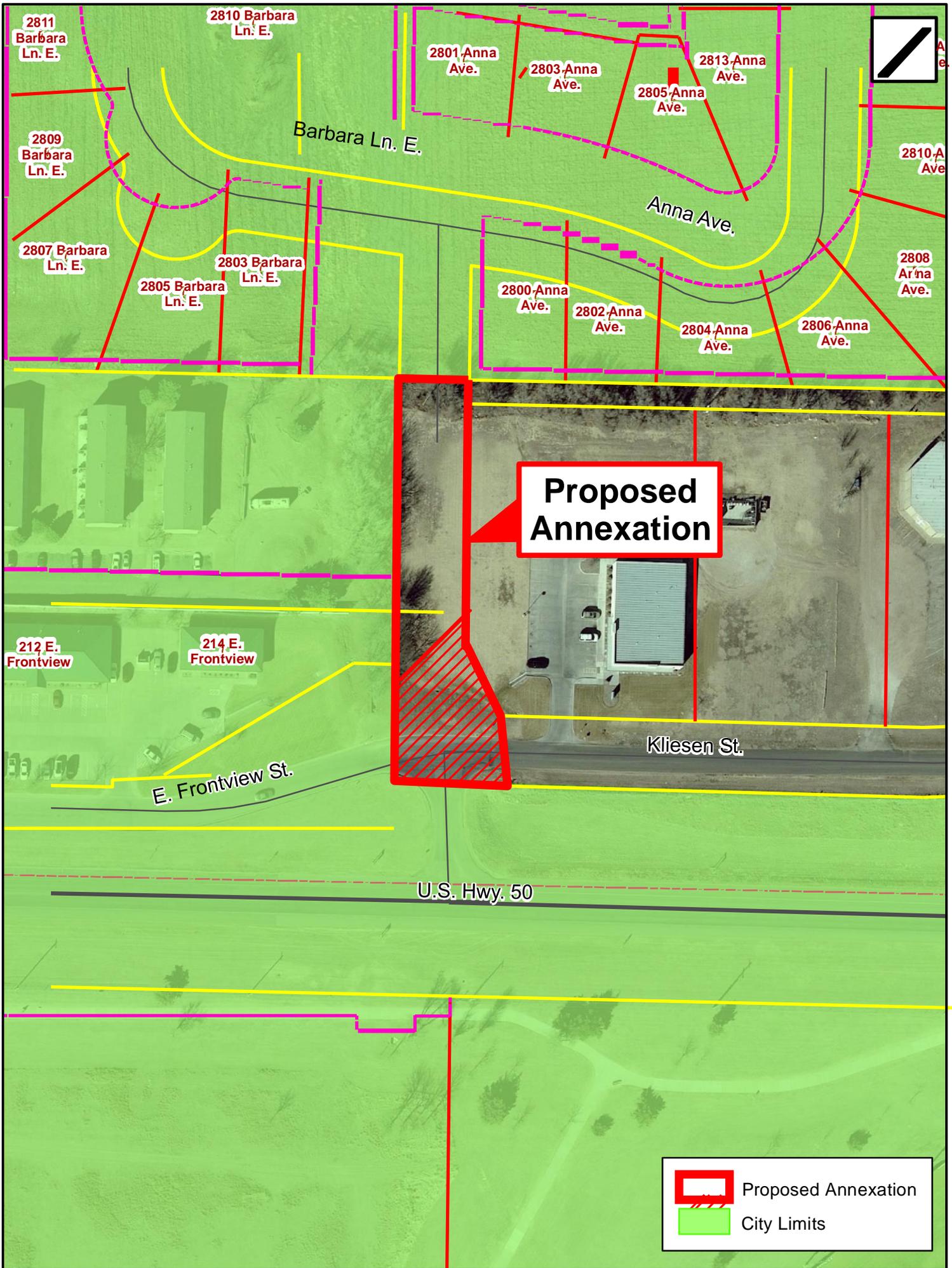
SECTION 4: This ordinance shall take effect, from and following its publication in the official City paper, as provided by law.

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

JOYCE WARSHAW, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK



Memorandum

To: City Commission
From: Ryan Reid
Date: March 9, 2020
Subject: Resolutions No. 2020-03
Agenda Item: Ordinances and Resolutions

Recommendation: Staff recommends the City Commission approve Resolution No. 2020-03.

Background: Staff anticipates a likely premium increase due to overall trends in the industry. This was confirmed in conversations with Midwest Public Risk in July; at that time Staff was told to expect double digit increases. Additionally, we have not shopped for property insurance since late 2016.

The agreement we currently have with MPR requires us to notify them in writing that we are leaving the Insurance Pool and through City Resolution Ninety (90) days before the new contract year begins. In order to effectively shop for property insurance, we will need to pass the resolution giving notice of withdrawal from the Pool.

Staff expects to have proposals to review in April.

Financial Considerations: The City may save money by examining other companies' proposals.

Purpose/Mission: On-going maintenance and improvement of City's property and liability insurance coverage.

Legal Considerations: None

Attachments: Resolutions No. 2020-03

RESOLUTION NO. 2020-03

CITY OF DODGE CITY, STATE OF KANSAS

WHEREAS, the City of Dodge City has been a member entity of the Midwest Public Risk (MPR) since January of 2017, specific for the benefit of participating in the MPR Property and General Liability Programs;

WHEREAS, the City of Dodge City's MPR Property and General Liability Insurance Program will expire effectively July 1, 2020 and will not be renewed;

WHEREAS, the City of Dodge City may return to MPR Property and General Liability Insurance Program if they submit a bid which is selected by the Commission at a later date.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DODGE CITY COMMISSIONERS THAT:

The Commission hereby approves the City's formal withdrawal as a participating member entity of Midwest Public Risk effective with the expiration of its property and general liability insurance coverage of July 1, 2020.

Mayor
ATTEST:

City Clerk
2020 March 16

Memorandum

*To: City Manager
City Commissioners*
*From: Mollea Wainscott
Special Projects Coordinator*
Date: 03/16/2020
Subject: RHID
Agenda Item: Resolution No. 2020-04

Recommendation: Staff recommends adoption of Resolution 2020-04, 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. 2020-04

RESOLUTION NO. 2020-04

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.

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-25 through A-26*, attached hereto, and shown on the maps depicting the existing parcels of land contained in *Exhibit B-25 through B-26*, 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 16th day of March 2020 and signed by the Mayor.

Mayor

ATTEST:

City Clerk

Resolution No. 2020-04
Exhibit A

- A-25 A tract of land in South Half of Section 11, the Southwest Quarter of Section 12, the Northwest Quarter of Section 13, and the North Half of Section 14, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas described as follows:

Beginning at a point that is N 01°02'34" E 30.00 feet and S 88°57'26" E 44.83 feet from the Northeast Corner of the Northeast Quarter of said Section 14; thence

S 00°43'09" W 30.00 feet; thence

S 00°35'31" W 55.52 feet; thence

N 88°59'35" W 761.80 feet; thence

S 00°29'05" W 635.77 feet; thence

N 88°42'12" W 829.11 feet; thence

N 00°25'53" E 179.90 feet; thence

N 88°39'53" W 179.96 feet; thence

N 00°25'53" E 457.18 feet; thence

N 88°57'01" W 874.05 feet; thence

S 00°28'31" W 526.47 feet; thence

N 89°46'02" W 80.00 feet; thence

N 00°28'31" W 607.61 feet; thence

S 88°57'26" E 2725.70 feet to the point of beginning, containing 20.2 acres.

Subject to easements and restrictions of record.

- A-26 A tract of land in Lot 9, Block 14, Kliesen Subdivision and in the Southwest Quarter of Section 13, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas described as follows:

Beginning at a point that is S 89°43'59" E 39.65 feet from the Northwest Corner said Lot 9, Block 14, Kliesen Subdivision, in the Southwest Quarter of said Section 13, Ford County, Kansas; thence

S 00°30'40" E 209.57 feet to the South Line of said Lot 9, Block 14, Kliesen Subdivision; thence

S 89°35'11" E 1.94 feet along the South Line of said Lot 9; thence

S 26°07'35" E 66.33 feet to the Southwesterly Corner of said Lot 9; thence

S 06°28'24" E 60.45 feet to the South right of way line of Kliesen Street; thence

N 89°23'28" W 97.25 feet; thence

N 00°27'19" W 348.46 feet to the South Line of Wagon Wheel Addition, Unit Two, City of Dodge City, Ford County, Kansas; thence

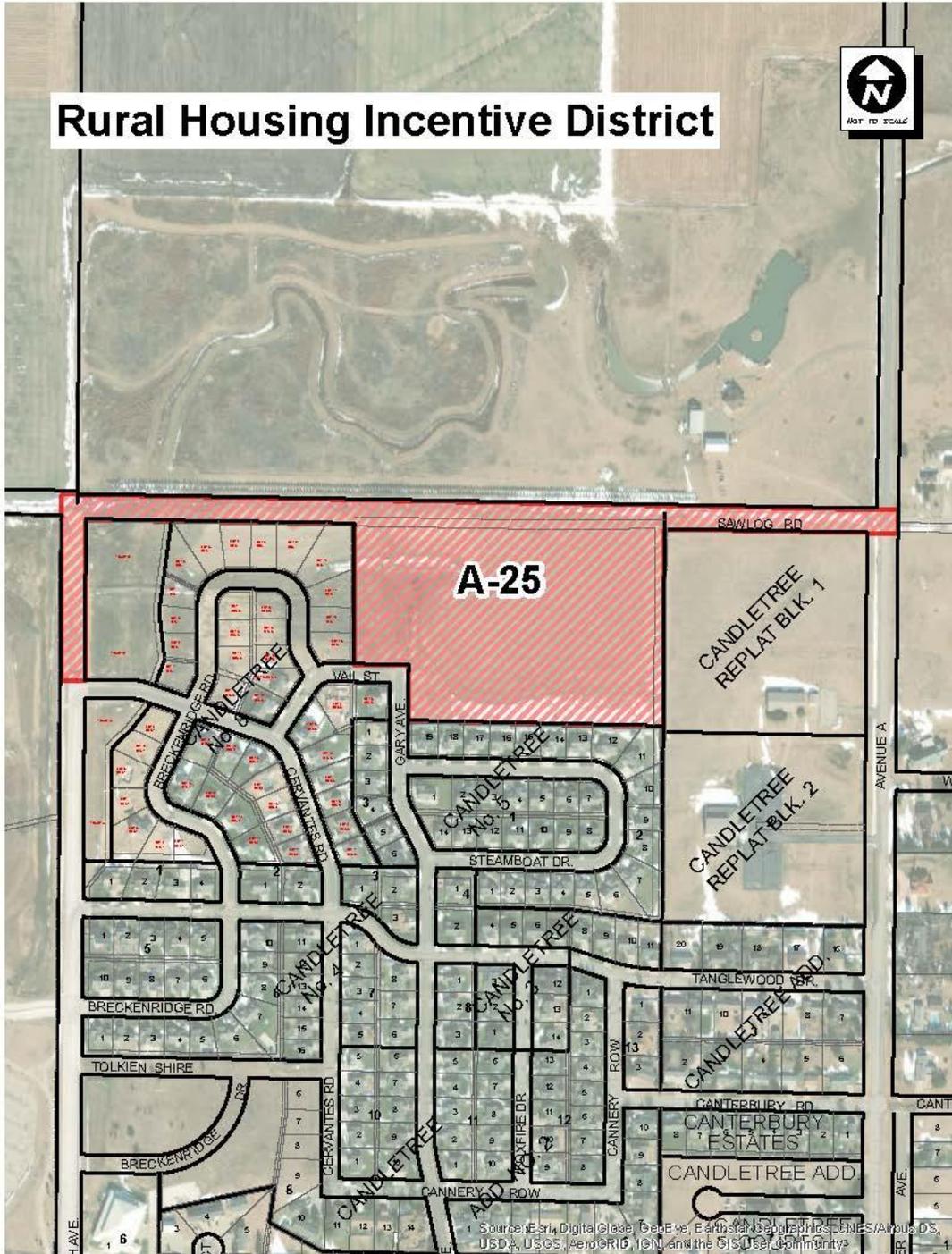
S 89°43'15" E 60.00 feet along the South Line of said Wagon Wheel Addition; thence

S 00°30'40" E 20.00 to the point of beginning, containing 23,907 square feet.

Subject to easements and restrictions of record.

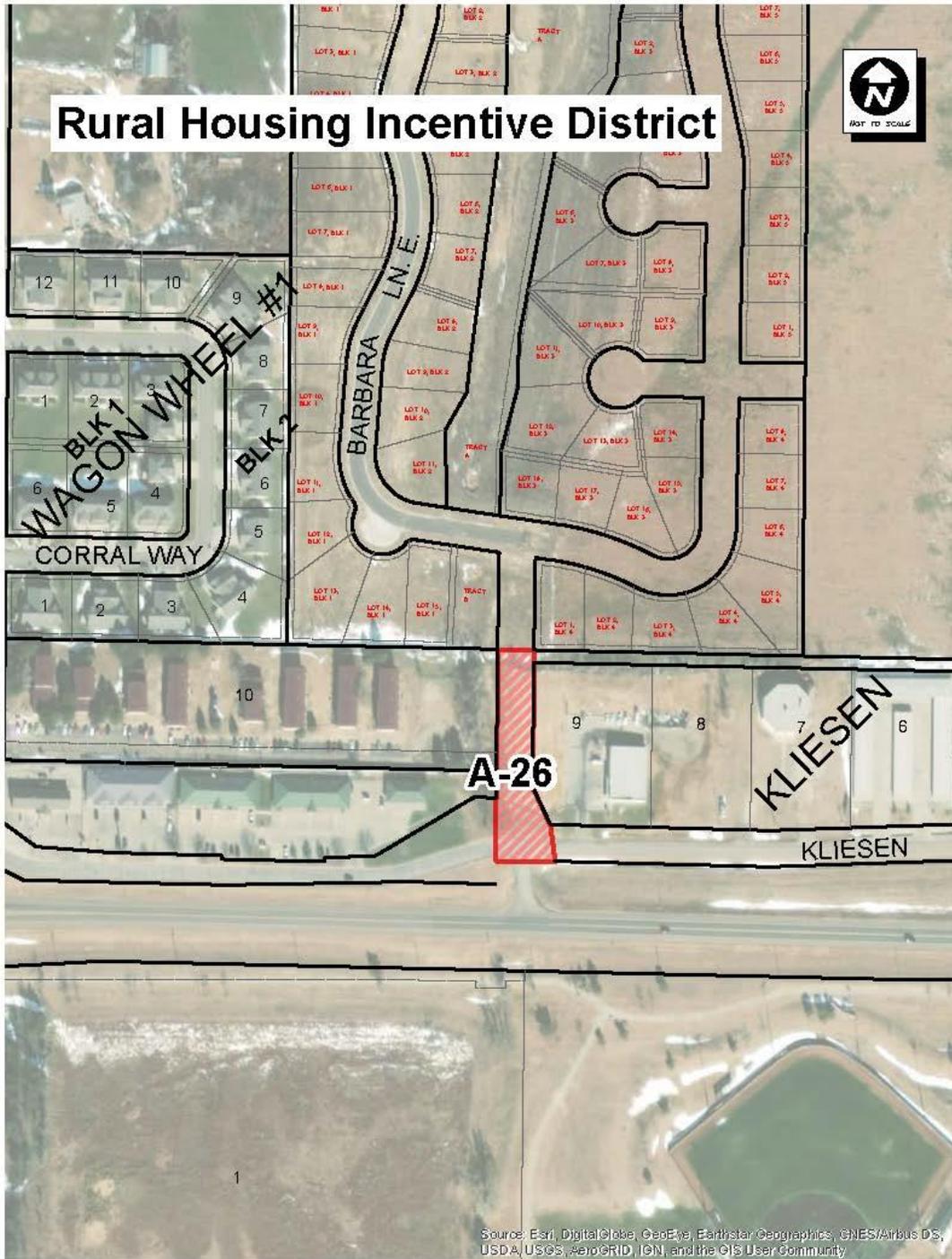
Resolution No. 2020-02
Exhibit B-25

Rural Housing Incentive District



1 Source: Esri, DigitalGlobe, GeoEye, Earthstar (Earthstar), CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Exhibit B-26



Memorandum

*To: City Manager
City Commissioners*
*From: Ryan Reid, Director of
Administration*
Date: November 7th, 2019
Subject: Animal Shelter Addition
Agenda Item: New Business

Recommendation: We opened bids March 3rd for the Animal Shelter Addition. We received a single bid from Conant Construction. Staff recommends we accept the bid from Conant Construction for \$265,975.

Background/Justification: The existing Animal Shelter building was built in 1997. It has never received any major expansions or renovations. While in service, it has suffered some damage over time (concrete kennel area) which this expansion will address. Additionally this upgrade should allow us to stay in compliance with State Regulations. The 40' x 60' of additional space provided by the metal building should allow for more needed space for both staff and animals at the Shelter.

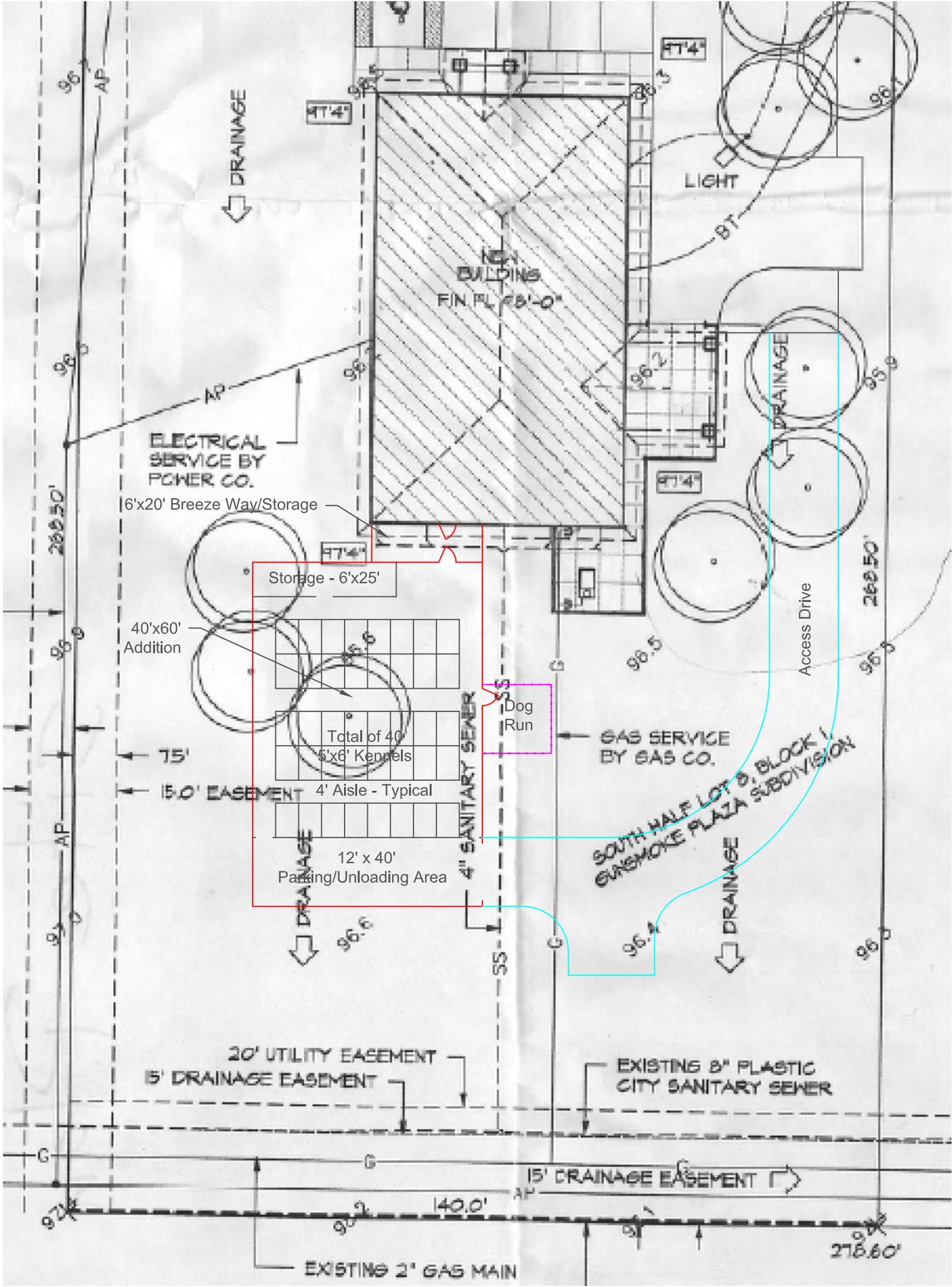
The overall project includes an internal remodel to better use available space as well as this external addition.

If selected, Conant says that they can start the external addition in May and have the job completed in August of this year.

Financial Considerations:

\$200,000 was budgeted for this project. Although the cost of the project was higher than expected, the Police Department intends to use money saved by vacant positions to make up the remainder of the cost.

Attachments: Spreadsheet showing expected costs of the overall project



Animal Shelter Overall Cost Breakdown

2020 03 10

| <u>Vendor</u> | <u>Total</u> | <u>Description</u> |
|-------------------|--------------|--|
| Williamson | \$8,250 | Inside remodel |
| Not bid yet | \$60,000 | Estimated cost internal remodel |
| Conant | \$265,975 | Addition: External Metal Clad Post Frame Building and breezeway |
| not purchased yet | \$50,000 | dog cages for addition |



Dodge City Animal Control

Memorandum

*To: City Manager
City Commissioners*

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

Date: March 13, 2019

*Subject: KDOT Agreement for Us 56 & Trail St.
Intersection Improvements,
56-29 KA-5423-01, ST 1908*

Agenda Item: New Business

Recommendation: Approve the Agreement with the Kansas Department of Transportation (KDOT) for the above referenced project. With this agreement, the City will confirm the acceptance of the project with KDOT.

Background: In March of 2019 the City submitted a Geo-Metric Improvement (GI) application to KDOT for consideration of geometric improvements to help facilitate the large number of tractor trailers at this intersection. The improvements will also help with tractor trailers entering and leaving the National Beef operation on the northwest corner of the intersection. The improvements include:

- Widening the west leg of the intersection to 5 lanes from US 56 to the first entrance west (Love's Travel Center/National Beef HR building).
- Eliminating the free flow south-bound to west-bound ramp.
- Add a tractor trailer turning lane on west-bound Trail St. to help with trucks entering National Beef.
- Eliminate the free flow west-bound to north-bound ramp
- Provide a second south-bound to east-bound lane (second left turn lane on the over-pass).
- Provide a dedicated east-bound to south-bound lane (right turn lane on east-bound Trail St.).

In July of 2019, KDOT awarded the GI intersection improvement project to the City of Dodge City. KDOT allocated \$1,000,000 towards the project. Our estimate in the GI application for the project was \$1,908,072.59. In July of 2019, Request-for-Qualifications (RFQ) were requested for design services. Three firms responded to the RFQ. A selection committee made up of Engineering Staff reviewed and evaluated these RFQ's. Olsson was then chosen for the design of the project. In December of 2019, the Commission approved Scope of Services and Fee for Olsson to perform the design of the project. The project is scheduled to be advertised for bid in December 2021. Construction will take place in the calendar year of 2022.

Justification: Improvements to this intersection will improvement safety and reduce delay at the intersection of US 56 and Trail St. Numerous accidents have been reported on this section of US 50.

Financial Considerations: Per the agreement, KDOT will be responsible for 75% of the total actual costs of Construction (including Construction Contingency Items) and construction engineering, but not to exceed \$1,000,000. This project will be funded in the 2022 Street Program.

Purpose/Mission: The completion of this project will enable the City to have the documents necessary to meet KDOT's requirements for the bidding of this project. The intersection will provide better access for the residents, businesses, and emergency services.

Legal Considerations: By approving the agreement with KDOT, the City will enter into the agreement, and be responsible to make payment to KDOT.

Attachments: The KDOT Agreement for the fore mentioned project.

PROJECT NO. 56-29 KA-5423-01
ACNHP-A542(301)
INTERSECTION IMPROVEMENTS
CITY OF DODGE CITY, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Dodge City, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary has authorized a geometric improvement project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct the Project.
- D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means the City of Dodge City, Kansas, with its place of business at 806 N. 2nd Avenue, Dodge City, KS 67801.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **intersection improvements, including widening the west leg to five lanes, eliminating freeflow southbound to westbound and westbound to northbound ramps, adding a turn lane on westbound Trail Street, and a right turn lane on eastbound to southbound at the intersection of US-56/283/400 and E. Trail Street in Dodge City, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Payment of Costs.** The Secretary agrees to be responsible for seventy-five percent (75%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$1,000,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$1,333,333.00 for the Project. The Secretary shall not be responsible for the total actual costs of Right of Way, Preliminary Engineering, Non-Participating Costs, or Utility adjustments for the Project.

5. **Final Billing.** After receipt of FHWA acknowledgement of the final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps

as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid and the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current AASHTO A Policy on Geometric Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) Third Party Beneficiary. Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

9. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R., Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT’s Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) Right of Way Documentation. The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. *Intentionally deleted.*

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

10. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

11. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Utilities.** The City agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The City will move or adjust, or cause to be moved or adjusted all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the **KDOT Utility Accommodation Policy (UAP)**, as amended or supplemented.

(b) **Status of Utilities.** The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) **Time of Relocation.** The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) **Permitting of Private Utilities.** The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) **Indemnification.** To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) **Cost of Relocation.** Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

13. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) **Removal of Hazardous Waste.** The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) **Responsibility for Hazardous Waste Remediation Costs.** The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) **Hazardous Waste Indemnification.** The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) **No Waiver.** By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

14. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved Construction Engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

15. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City’s plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City’s temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary’s authorized representative may act as the City’s agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary’s authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) **Parking Control.** The City shall prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

16. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

17. **Financial Obligation.** The City will be responsible for twenty-five percent (25%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$1,333,333.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$1,333,333.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

18. **Remittance of Estimated Share.** The City shall either 1) deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities or

2) provide billing and payment documentation to the Secretary of any Preliminary Engineering costs incurred by the City for the Project that the City has paid. If the total amount expended by the City for its Preliminary Engineering costs does not equal its total financial obligation, as described in Article III, paragraph 17, then the City shall deposit with the Secretary the difference. If the City chooses to forgo providing Preliminary Engineering documentation to the Secretary, the City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses or provide Preliminary Engineering documentation is fifty (50) days after the Letting date.

19. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary’s Chief of Fiscal Services.

20. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

21. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

22. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary’s statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **City Connecting Link.** The Parties have in the past entered into an agreement covering routine maintenance of the city connecting link and it is the Parties’ intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the city connecting link maintenance agreement is not be affected by this Agreement. If necessary, the Parties will execute a new city connecting link maintenance agreement to include the Project.

3. **FHWA Approval.** Decisions as to what Project Costs are federal Participating Costs will be made in accordance with the requirements of the FHWA.

4. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

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

ATTEST:

THE CITY OF DODGE CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)

Deputy Secretary and
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

Memorandum

*To: City Manager
City Commissioners*

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

Date: March 10, 2020

*Subject: Consulting Agreement for 2nd Ave.
Bridge Repairs & Minor Repairs to
Other Structures Design, ST 2004
Agenda Item: New Business*

Recommendation: Approve the Agreement for Engineering Services with PEC in the amount of \$62,455.00. Pending approval by City Attorney.

Background: In July of 2019 the City received the results of the Biennial Bridge Inspections. As a result of this inspection, it was determined the 2nd Ave. Bridge over the Arkansas River had several items in need of repair. Exposed steel was also documented on two RCB bridges located in the City.

Services to be completed under this agreement include but are not limited to:

- Develop plans and specifications for the repair of the following items on the 2nd Ave. Bridge over the Arkansas River;
 - Expansion joints at Abutment 1 and Pier 3.
 - Rusted bearing of Substructure at Abutment 1 and Pier 3.
 - Delamination of pile cap at Abutment 1 and Pier 3.
 - Rust of Superstructure
 - Explore the possibility of replacing existing Chain-Link pedestrian fence with a decorative fence.
- Develop plans and specifications to remove rust and grout exposed steel of 2 RCB bridge structures located in the City.

Justification: Improvements to this bridge will improve the driving surface, add safety enhancements, and prolong the life of this bridge and the other structures.

Financial Considerations: The contract with PEC will be for \$62,455.00. Funding for the design contract work will be from the 2019 GOB's. These funds were approved in the 2019 budget and \$100,000 was budgetted for the design of this project. Funding for the construction of the intersection was allocated in the 2020 budget.

Purpose/Mission: The completion of this project will enable the City to have the documents necessary for the bidding of this project. The bridge improvements will increase safety and extend the life of the bridge.

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

Attachments: The Agreement for Engineering Services with PEC.



March 10, 2020

Ray Slattery, P.E.
Director of Engineering Services
City of Dodge City
P.O. Box 880
Dodge City, KS 67801

Reference: AGREEMENT for 2nd Avenue Bridge Repairs
PEC Project No.: 32-200035-001-1009

Dear Mr. Slattery:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Dodge City (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Mr. Ray Slattery, P.E.
City of Dodge City
2nd Avenue Bridge Repairs
March 10, 2020
Page 5

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Michael A. Ingalls, P.E.
Project Manager

MAI:hsr

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: Scott A Uhl, Signatory

Printed Name: Scott A. Uhl, P.E.

Title: Transportation Division Manager

Date: March 10, 2020

ACCEPTED:

CITY OF DODGE CITY

By: _____

Title: _____

Date: _____

EXHIBIT A

A. Project Description.

1. The Project shall consist of one field visit by the project team to assess defects, verify and substantially confirm the scope of repairs, prepare an estimate, and determine the final scope of repairs in conjunction with the City. Investigation of the 2nd Avenue Bridge and two RFB structures identified by the City will be performed.

B. Anticipated Project Schedule.

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. PEC shall provide the final plans for Letting 120 days after receiving Notice to Proceed.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.
4. Project deliverable schedules will be impacted by untimely receipt of information.

C. Project Deliverables.

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
 - a) Bridge Repairs and Improvements and Street Improvement Final Plans.
 - b) Construction Cost Estimate for Repairs and Improvement.

D. Scope of Services:

1. An hours and fee estimate have been established for ST 2004 based on the following preliminary scope :
 - a) Project Management and Project Coordination with PEC's designers and technician's and the City's Engineering staff
 - b) 2nd Avenue Bridge Repairs anticipated scope includes preparing details for deck and sidewalk patching, EWS membrane sealant headers and seal, remove and replace the strip seal joint, concrete surface repairs at both abutments and all piers, blast and paint all bearings, upgrade pedestrian fencing across the bridge to a more modern/aesthetic fence type. Assess existing paint at field visit. Potential Spot painting beams or full paint.
 - c) RCB/RFB repairs include details for concrete ceiling patching performed from below.
 - d) 2nd Avenue Street Improvements will include details to remove the attenuator barrier detail in the SE quadrant of the bridge and replace it with a more durable, tapered concrete barrier and curb section. The property owner's entrance will be impacted, and the City will work with the property owner to determine the minimum required limits of the entrance.
 - e) proposed lighting, Membrane Sealant shop drawings, and strip seal shop drawing reviews as well as a measure of time for answering questions contractors may have during the bidding process or during construction.

E. Additional Responsibilities of CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Provide plan changes to PEC design team with adequate time to revise the documents or the submitted and notify PEC that said changes are coming with description of changes to help design team expedite the necessary adjustments.
2. Project design schedule and modifications to the design schedule made during project design.
3. Geotechnical investigation and report with recommendations for foundation and pavement design unless included in Scope.
4. AutoCAD files of site layout showing buildings and pavement limits. PEC will check paving geometry and recommend changes as needed.

F. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Production of record drawings, as-builts, or release of electronic files.
2. Meetings in excess of the number above will be performed on an hourly basis.
3. Design of utilities to the PROJECT site.
4. Analysis of existing utility systems.
5. Design of "Additional Services or Extra Services" as defined by CASE unless specifically agreed to. Additional services typically consist of site structures, screen walls, shoring, preparation of shop drawings, and review of value engineering and substitutions.
6. Design of safe rooms (storm shelters). All safe rooms will be designed structurally in accordance with FEMA 361 and/or ICC 500.
7. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
8. Design of retaining walls.
9. Design of any water pump stations, or sanitary sewer lift stations located outside the building footprint.
10. Telecommunications design – Voice, Data, and Video Distribution System.
11. Provide documentation required to support LEED credits designed by PEC.
12. Alternate designs not specifically listed in the Scope of Services.

G. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Printing costs.
2. Plan Review and Permit fees required by other agencies.
3. In-depth or Inventory Inspection post-construction
4. Environmental assessments/clearances.
5. Franchise or off-site Utility Design.
6. Platting and/or Zoning change processes. Easement abandonments and dedications.
7. Construction Testing and Inspection, Construction Staking.
8. Outside consultants.
9. Special inspection services. Special inspections are usually required by building codes,

10. building officials, or designers for structural elements of the project but may include other design disciplines and testing agencies. Any special inspection services required will be covered under a separate or supplemental agreement and are not covered under standard observation services.

H. PEC's Fees & Reimbursable Expenses.

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt. Unpaid invoices may bear interest at the rate of 18% per annum.
2. PEC's Fee for its Scope of Services will be on an hourly basis, at the rates established on the attached Exhibit B, including Reimbursable Expenses not-to-exceed \$62,455.00..
3. Reimbursable Expenses shall include digital scanning and printing by outside firms, deliveries made by outside services, vehicle mileage or vehicle rental and fuel for travel outside the county of the PEC office(s) providing design services, vehicle parking and tolls, travel fares (air/land/water), lodging, meals, and filing/permit fees.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

EXHIBIT B: FEE SCHEDULE

I. STANDARD HOURLY

A. 2nd Avenue Bridge Repairs (1.0)

| Position/Title | Hourly Rate | Estimated Hours | Extension |
|--------------------|-------------|-----------------|--------------------|
| Principal | \$160.00 | 2 | \$320.00 |
| Project Manager | \$145.00 | 25 | \$3,625.00 |
| Senior Engineer | \$135.00 | 46 | \$6,210.00 |
| Project Engineer | \$120.00 | 39 | \$4,680.00 |
| Technician | \$100.00 | 133 | \$13,300.00 |
| Subtotal A. | | 245 | \$28,135.00 |

B. RCB/RFB Ceiling Patch Repairs (2.0)

| Position/Title | Hourly Rate | Estimated Hours | Extension |
|--------------------|-------------|-----------------|-------------------|
| Principal | \$160.00 | 0 | \$0.00 |
| Project Manager | \$145.00 | 0 | \$0.00 |
| Senior Engineer | \$135.00 | 3 | \$405.00 |
| Project Engineer | \$120.00 | 6 | \$720.00 |
| Technician | \$100.00 | 20 | \$2,000.00 |
| Subtotal B. | | 29 | \$3,125.00 |

C. 2nd Avenue Street Improvements (3.0)

| Position/Title | Hourly Rate | Estimated Hours | Extension |
|--------------------|-------------|-----------------|-------------------|
| Principal | \$160.00 | 0 | \$0.00 |
| Project Manager | \$145.00 | 0 | \$0.00 |
| Senior Engineer | \$135.00 | 16 | \$2,160.00 |
| Project Engineer | \$120.00 | 16 | \$1,920.00 |
| Technician | \$100.00 | 27 | \$2,700.00 |
| Subtotal C. | | 59 | \$6,780.00 |

D. Final Design Phase (4.0)

| Position/Title | Hourly Rate | Estimated Hours | Extension |
|--------------------|-------------|-----------------|--------------------|
| Principal | \$160.00 | 2 | \$320.00 |
| Project Manager | \$145.00 | 10 | \$1,450.00 |
| Senior Engineer | \$135.00 | 30 | \$4,050.00 |
| Project Engineer | \$120.00 | 43 | \$5,160.00 |
| Technician | \$100.00 | 52 | \$5,200.00 |
| Subtotal D. | | 137 | \$16,180.00 |

E. Bidding Phase (5.0)

| Position/Title | Hourly Rate | Estimated Hours | Extension |
|--------------------|-------------|-----------------|-------------------|
| Principal | \$160.00 | 2 | \$320.00 |
| Project Manager | \$145.00 | 20 | \$2,900.00 |
| Senior Engineer | \$135.00 | 20 | \$2,700.00 |
| Subtotal E. | | 42 | \$5,920.00 |

F. Construction Phase (6.0)

| <u>Position/Title</u> | <u>Hourly Rate</u> | <u>Estimated Hours</u> | <u>Extension</u> |
|-----------------------|--------------------|------------------------|-------------------|
| Principal | \$160.00 | 0 | \$0.00 |
| Senior Engineer | \$135.00 | 7 | \$945.00 |
| Project Engineer | \$120.00 | 9 | \$1,080.00 |
| Subtotal F. | | 18 | \$2,315.00 |

G. Bridge Inventory Inspection (7.0)

| <u>Position/Title</u> | <u>Hourly Rate</u> | <u>Estimated Hours</u> | <u>Extension</u> |
|-----------------------|--------------------|------------------------|------------------|
| Principal | \$160.00 | 0 | \$0.00 |
| Senior Engineer | \$135.00 | 0 | \$0.00 |
| Project Engineer | \$120.00 | 0 | \$0.00 |
| Subtotal G. | | 0 | \$0.00 |

TOTAL DIRECT PAYROLL (A+B+C+D+E+F+G) = \$62,455.00

Memorandum

*To: City Manager
City Commissioners*
*From: Tanner Rutschman, P.E.
City Engineer*
Date: March 16, 2020
*Subject: 2020 Asphalt Street Chip Sealing,
ST 2002*
Agenda Item: New Business

Recommendation: Approve the bid from Circle C Paving, using their alternate proposal, for the 2020 Asphalt Street Chip Sealing in the amount of \$300,000. They will apply chip seal to 137,500 square yards of asphalt streets for the funding available. The Engineer's estimate for the area to be sealed with the funding available was 125,000 square yards.

Background: This project will perform preventative maintenance on the majority of asphalt streets in maintenance Zone 4. This maintenance will consist of applying a layer of emulsified asphalt material, which will fill in minor surface distresses, followed by a layer of rock chips which will seal off the asphalt surface and help prevent water from percolating through cracks as well as smooth out minor surface deformities. Maintenance Zone 4 can be seen in the attached map and has already received mastic crack sealant.

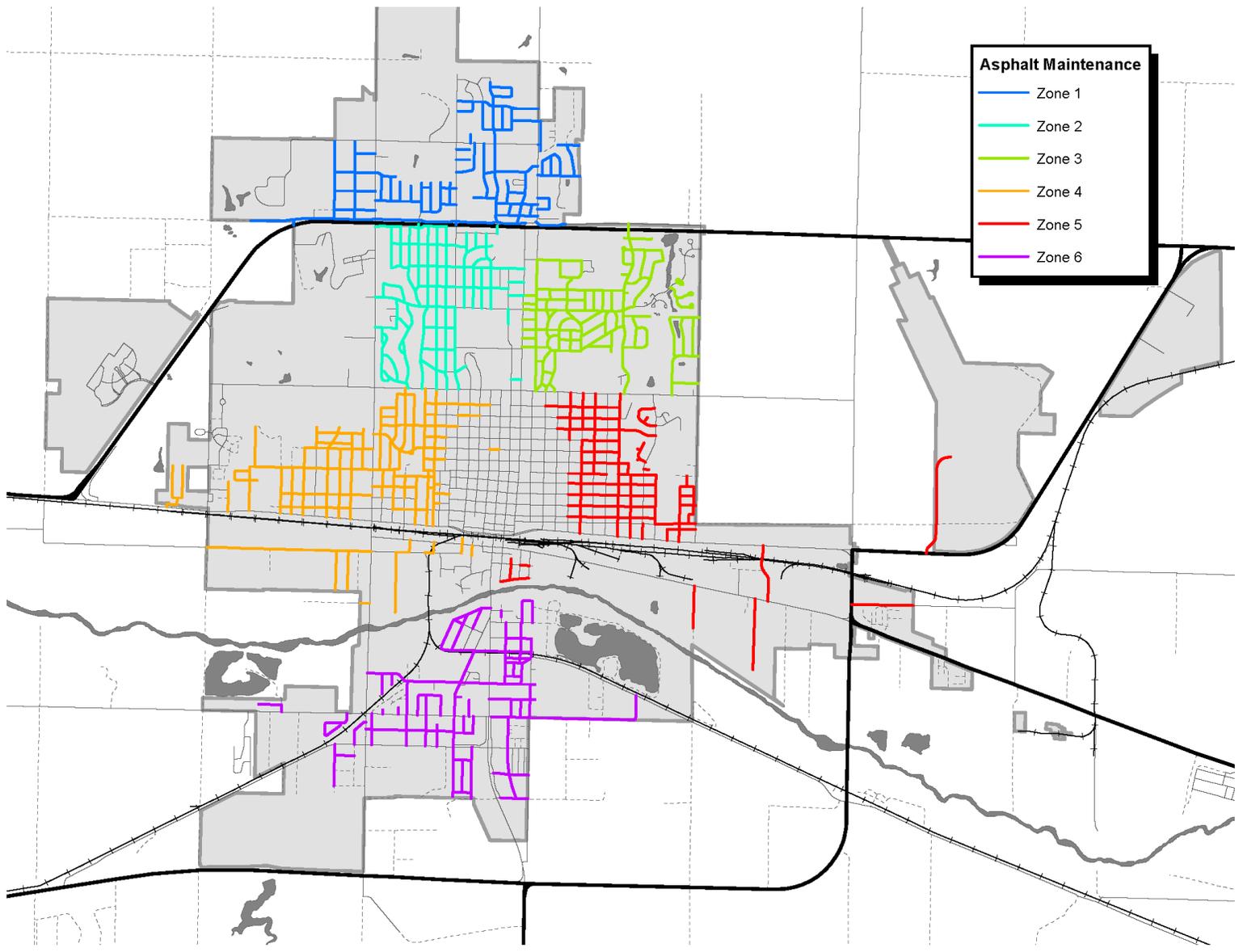
Justification: This project will maintain the street infrastructure in the form of preventative maintenance and extend the service life of the streets.

Financial Considerations: The 2020 Asphalt Street Chip Sealing will cost \$300,000. Funding of this project will come from the Special Streets Fund.

Purpose/Mission: The completion of this project will adhere to the City's core value of 'Ongoing Improvement' by maintaining our street infrastructure in an acceptable condition and extending the life of streets repaired under this project.

Legal Considerations: By approving the bid from Circle C Paving, the City will enter into a contract with Circle C Paving, and be responsible to make payments to Circle C Paving for the completed work.

Attachments: A map showing the maintenance zones for asphalt streets and the bid tabulation is attached.



CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: 2020 Asphalt Street Chip Sealing

PROJECT #: ST 2002

BID DATE: 03/10/20

| | |
|--------------------------------|---------|
| CONTRACTOR: Circle C Paving | |
| ADDRESS: 630 Industrial Rd. | |
| CITY: | Goddard |
| STATE: | Kansas |
| ZIP: | 67052 |

| | |
|----------------------------------|---------|
| CONTRACTOR: APAC-Kansas, Inc. | |
| ADDRESS: 302 Peyton St. | |
| CITY: | Emporia |
| STATE: | Kansas |
| ZIP: | 66801 |

ENGINEER'S ESTIMATE

| ITEM | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
|------|-------------------------------|------|---------|------------|---------------|
| 1 | "Shot Rock" Sealing - CRS-1HP | S.Y. | 125,000 | \$2.40 | \$ 300,000.00 |
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| QTY | CONTRACT AMOUNT |
|---------|-----------------|
| 137,500 | \$ 300,000.00 |
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| | |

LOW BIDDER

| QTY | CONTRACT AMOUNT |
|---------|-----------------|
| 136,450 | \$ 300,000.00 |
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TOTAL **125,000** SY

TOTAL **137,500** SY

TOTAL **136,450** SY

BID SECURITY 5%
 START DATE 8/1/2020

BID SECURITY 5%
 START DATE 6/22/2020

Memorandum

*To: City Manager
City Commissioners*

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

Date: March 16, 2020

*Subject: Traffic Signal Improvements,
ST 2008*

Agenda Item: New Business

Recommendation: Approve the quote from L & S Electric LLC, for the 2020 Traffic Signal Improvements in the amount of \$34,139.00. The engineer's estimate for the project was \$40,000.00.

Background: Every year funds for signal improvements are budgeted to either make repairs or upgrade traffic signals. Engineering Services consults the Public Works department to determine what signal improvements are most in need and projects are prioritized from there. The budgeted funds for 2020 will go towards installing battery back-ups at three different signalized intersections around town as well as two new solar powered 20 mph school zone flashers. The school zone flashers will replace two older flashers that have been experiencing maintenance problems.

Justification: Completion of this project will enhance the safety of the traveling public by allowing traffic signals to operate during power outages and allow the removal of electric meters that currently provide power to school zone flashers.

Financial Considerations: These traffic signal improvements will cost \$34,139.00. Funding for this project will come from the Special Streets Fund. There was \$50,000 budgeted for the project which brings the quote from L & S Electric LLC, well within budget.

Purpose/Mission: The completion of this project will adhere to our core value of 'Safety' and 'Ongoing Improvement' by improving efficiencies of our traffic signals.

Legal Considerations: By approving the quote from L & S Electric LLC, the City will enter into a contract with L & S Electric LLC, and be responsible for payments of completed work.

Attachments: The Quote Tabulation for L & S Electric LLC, & Phillips Southern Electric Co. Inc., which includes the Engineers' estimate is attached.

CITY OF DODGE CITY, KANSAS
QUOTE TABULATION

PROJECT: 2020 Traffic Signal Improvements

PROJECT #: ST 2008

BID DATE: 03/05/20

ENGINEER'S ESTIMATE

| ITEM | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
|------|---|------|-----|-------------|--------------|
| 1 | Installation of 3 Battery Back-ups | LS | 1 | \$24,000.00 | \$ 24,000.00 |
| 2 | 2 - Solar Powered School Zone Flashers, Installed | LS | 1 | \$16,000.00 | \$ 16,000.00 |
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TOTAL \$ 40,000.00

| CONTRACTOR: L & S Electric LLC | |
|------------------------------------|-----------------|
| ADDRESS: PO Box 1701 | |
| CITY: Salina | |
| STATE: Kansas | |
| ZIP: 67402 | |
| LOW BIDDER | |
| UNIT PRICE | CONTRACT AMOUNT |
| \$20,000.00 | \$ 20,000.00 |
| \$14,139.00 | \$ 14,139.00 |
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TOTAL \$ 34,139.00

BID SECURITY N/A
START DATE

| CONTRACTOR: Phillips Southern Electric Co., Inc. | |
|---|-----------------|
| ADDRESS: 650 E. Gilbert | |
| CITY: Wichita | |
| STATE: Kansas | |
| ZIP: 67211 | |
| UNIT PRICE | CONTRACT AMOUNT |
| \$19,800.00 | \$ 19,800.00 |
| \$14,500.00 | \$ 14,500.00 |
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TOTAL \$ 34,300.00

BID SECURITY N/A
START DATE