

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, March 15, 2021

7:00 p.m.

MEETING #5179

This will be an entirely virtual meeting, and there are two ways to watch and listen in real-time:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

Comments on these streams will be open to be utilized for the Visitors Section. The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

SUBMIT QUESTIONS OR COMMENTS

PETITIONS & PROCLAMATIONS

National Natural Gas Utility Workers' Day

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

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, March 1, 2021.
2. Approval of City Commission Meeting Minutes, March 1, 2021.
3. Appropriation Ordinance No.6, March 15, 2021.
4. Cereal Malt Beverage License:

- a. Tacos Jalisco, 412 E. Wyatt Earp Blvd,
- b. Dodge City A's , San Jose,
5. Approval of Community Facility Advisory Board Member Appointment.
6. Approval of Extension of Hennessy Hall Lease Agreement with First Step Counseling, LLC.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the CDBG Local Revolving Loan Fund Requests. Report by Executive Director of Dodge City/Ford County Development Corporation, Joann Knight.
2. Approval of Consulting Service Agreement for Milstock Avenue Infrastructure Design. Report by Director of Engineering, Ray Slattery.
3. Approval of Bids for the Sixth Avenue and Iron Road Improvement Project. Report by Director of Engineering, Ray Slattery.
4. Approval of Proposal for the LED Sign for Dodge City Race Way Park. Report Assistant of City Manager/Public Affairs, Melissa McCoy.
5. Approval of Memorial/Dedication Policy. Report by Parks & Facilities Director, Adam Lockard.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

PROCLAMATION

NATIONAL NATURAL GAS UTILITY WORKERS' DAY

WHEREAS: *As a way to recognize natural gas utility workers for their hard work and accomplishments, The American Public Gas Association began recognizing March 18 as Natural Gas Utility Workers' Day; and*

WHEREAS: *Natural gas utility workers demonstrate exemplary commitment to safety and ensuring natural gas is highly reliable; and*

WHEREAS: *Natural gas utility workers are essential responders during storms like the recent arctic weather event, and worked to prevent a single Kansas outage; and*

WHEREAS: *On Natural Gas Utility Workers' Day and throughout the year, it is important to build awareness and promote education about the vital role of natural gas for economic development and resiliency; now*

THEREFORE, I, Rick Sowers, Mayor of the City of Dodge City, Kansas, do hereby proclaim March 18, 2021 as

National Natural Gas Utility Workers' Day

in Dodge City, Kansas in recognition of the dedication of these workers to our community.

*In witness thereof, I have hereunto set my hand and caused the Seal of the Executive Department to be affixed this **Fifteenth day of March** in the year of our Lord, Two Thousand and Twenty-One.*

Mayor

SEAL

City Clerk

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, March 1, 2021

6:15 p.m.

This Commission Work Session will be available virtually by two different methods. Comments will be open on the Facebook Live the Vimeo Live feeds. Watch and listen to the work session on one of the following platforms.

1. Watch, listen, and comment live on www.facebook.com/cityofdodgecity.

2. Watch, listen, and comment live on www.vimeo.com/cityofdodgecity

The meeting will be archived on both the Facebook page and the Vimeo page to be viewed after the live video has ended.

CALL OR ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners Blanca Soto, Kent Smoll, Joseph Nuci, Brian Delzeit

WORK SESSION

Director of Engineering, Ray Slattery and City Engineer, Tanner Rutschman gave the presentation on the 2021 Street Programs.

ADJOURNMENT

ATTEST:

Mayor

City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, March 1, 2021

7:00 p.m.

MEETING #5178

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CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners Blanca Soto, Kent Smoll, Joseph Nuci, Brian Delzeit

INVOCATION by Marcia Couch

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Rick Sowers opened the public hearing on the Advisability of Creating a Community Improvement District. Finance Director Nicole May, and Executive Director of Dodge City/Ford County Development Corporation, Joann Knight spoke. There were no public comments. Mayor Rick Sowers moved to close the public hearing. Commissioner Brian Delzeit made a motion and Commissioner Joseph Nuci seconded the motion. Motion carried 5 – 0.

APPROVAL OF AGENDA

Commissioner Kent Smoll made a motion to accept the agenda as presented. Commissioner Blanca Soto seconded the motion. The motion carried 5 - 0.

SUBMIT QUESTIONS OR COMMENTS

No questions or comments were made.

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).

Fire Chief, Ken Spencer introduced Lance Edmondson, the new Fire Fighter for the City of Dodge City. Police Chief, Drew Francis introduced Nicholas Murray the new Police Officer for the City of Dodge City. They were both sworn in with the city loyalty oath. Congratulations to Lance and Nicholas.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, February 15, 2021;
2. Appropriation Ordinance No.5, March 1, 2021;
3. Cereal Malt Beverage License;
4. Approval of Change Order #1 for the Barbara Ln Extension Project, ST 1801.

Commissioner Kent Smoll made a motion to accept the consent calendar as presented. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3752: An Ordinance authorizing the creation of the BCPB, LC 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 (BCPB, LC CID) was approved on a motion by Commissioner Brian Delzeit. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

Resolution No. 2021-06: A Resolution of the governing body of the City of Dodge City, Kansas determining that the city is considering establishing a rural housing incentive district within the city and adopting a plan for the development of housing and public facilities in such proposed district, establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing. (Milstock) was approved on a motion by Commissioner Kent Smoll. Commissioner Blanca Soto seconded the motion. The motion carried 5 - 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Brian Delzeit moved to approve the 2021 Street Program Projects. Commissioner Blanca Soto seconded the motion. The motion carried 5 - 0.

2. Commissioner Kent Smoll moved to approve the infrastructure improvement quote from Building Solutions, LLC in the amount of \$455,894.50 for the Casa del Rio – Phase 1 (Streets and Grading). Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Brian Delzeit moved to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk

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

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

City or County of Dodge City

SECTION 1 – LICENSE TYPE		
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit		
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensee's premises.		
SECTION 2 – APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>004-K42613037-F01</u>		
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)		
Name <u>Amado Alvarez</u>	Phone No. <u>(620)430-0053</u>	Date of Birth <u>02/27/1966</u>
Residence Street Address <u>10829 McArtor Road</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
SECTION 3 – LICENSED PREMISE		
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)	
DBA Name <u>Tacos Talisco</u>	Name <u>Amado Alvarez</u>	
Business Location Address <u>412 E. Wyatt Earp Blvd</u>	Address <u>P.O. Box 1311</u>	
City <u>Dodge City</u> State <u>Kansas</u> Zip <u>67801</u>	City <u>Dodge City</u> State <u>Kansas</u> Zip <u>67801</u>	
Business Phone No. <u>(620) 285-3101</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>Amado Alvarez</u>		
SECTION 4 – APPLICANT QUALIFICATION		
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I have resided within the state of Kansas for <u>27</u> years.		
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Within 2 years immediately preceding the date of this application, neither I nor my spouse* 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.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>have not</i>	
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of Dodge City

SECTION 1 – LICENSE TYPE

Check One: 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 licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required):

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

Name of Corporation Dodge City Athletics Baseball Association		Principal Place of Business 1715 Central Avenue	
Corporation Street Address 1715 Central Avenue		Corporation City Dodge City	State Kansas
		Zip Code 67801	
Date of Incorporation April 2, 2007		Articles of Incorporation are on file with the Secretary of State.	
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name Glenn I. Kerbs		Phone No. (620) 225-0238	
Residence Street Address 116 Carefree Lane		City Dodge City	State Kansas
		Zip Code 67801	

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Dodge City A's	Name Dodge City A's
Business Location Address Cavalier Field, San Jose Drive	Address P.O. Box 1473
City Dodge City	City Dodge City
State Kansas	State Kansas
Zip 67801	Zip 67801
Business Phone No.	<input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s)	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name Glenn I. Kerbs		Position President	Date of Birth 08-30-1955
Residence Street Address 116 Carefree Lane		City Dodge City	State Kansas
		Zip Code 67801	
Spouse Name		Position	Date of Birth
Residence Street Address		City	State
		Zip Code	
Name Charles D. Konrade		Position Secretary/Treasurer	Date of Birth 06-01-1957
Residence Street Address 10278 129 Road		City Spearville	State Kansas
		Zip Code 67876	
Spouse Name		Position	Age
Residence Street Address		City	State
		Zip Code	
Name Roger Hedrick		Position Director	Date of Birth 12-21-1983
Residence Street Address 1704 Wooden Road		City Dodge City	State Kansas
		Zip Code 67801	
Spouse Name		Position	Age
Residence Street Address		City	State
		Zip Code	



Memorandum

To: City Manager, City of Dodge City Commissioners & County Administrator, Ford County Commissioners

From: Assistant City Manager/Public Affairs, Melissa McCoy

Date: March 10, 2021

Subject: CFAB Board Member Reappointment

Agenda Item: Consent Calendar

Recommendation: CFAB, the City and County Administration recommend the appointment of Angela Unruh to serve a three-year term to fill a vacancy on the Community Facility Advisory Board (CFAB).

Background:

The Committee consists of six at-large members, the Chairperson of the Board of Directors of the Dodge City / Ford County Development Corporation or his/her designee and ex-officio representation from the City and County Commissions. Angela Unruh will be filling the vacancy for an at large position left by Ryan Rabe. Two candidates submitted applications for the position. The CFAB Chair, Vice Chair, City Manager and County Administrator reviewed the applications and provided their recommendation.

Justification:

Ms. Unruh has an extensive background in accounting and is very familiar with working with budgets and capital outlays projects as well as grant applications. She is also a long-term resident of Dodge City and is interested in supporting her city and county by serving on the CFAB Board.

Financial Considerations:

There are no financial considerations.

Purpose/Mission: Working with Boards and Commissions fulfills the City's mission statement:

Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

Legal Considerations:

Per the Inter-local agreement at-large members shall be appointed for an initial term of three years. Any at-large member may be nominated and re-appointed to serve a second three-year term, except after two consecutive terms there must be at least a one-year interval before an additional nomination and appointment.



Memorandum

To: City Manager, Nickolaus Hernandez & City Commission

From: Parks & Facilities Director, Adam Lockard

Date: March 15, 2021

Subject: Approval of Extension of Hennessey Hall Lease Agreement with First Step Counseling, LLC

Agenda Item: Consent Calendar

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.

Attachments: 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, 2021 and shall continue until March 31, 2022 (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 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 2021, 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, 2022 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 Hennessey Hall for the calendar year 2020.
- 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: _____
RICK SOWERS, MAYOR

APPROVED:

By: _____
CONNIE MARQUEZ, CITY CLERK

FIRST STEP COUNSELING

By: _____
TIM MCCLURE, OWNER



Memorandum

To: City Commissioners
From: Joann Knight
Date: March 15, 2021
Subject: CDBG-CV Grant Fund Request
Agenda Item: New Business

Recommendation: Staff and Review Committee recommends approval of the following CDBG-CV Grants and requests the Mayor to sign the attached Determination of Level of Review for the applicant business and Request for Payment of CDBG Funds.

Liberty Group of Investment (Dodge House Hotel) - \$6,324.28

Background: The COVID-19 pandemic has resulted in a tremendous strain on many small businesses. The City of Dodge City and the Dodge City/Ford County Development Corporation have worked tirelessly to assist our businesses with local, state and federal assistance programs like the Payroll Protection Program, Economic Injury Disaster Loan, local revolving CDBG loans, and other local grants. The City of Dodge City awarded over \$400,000 in CDBG revolving loan funds. Since the current revolving loans funds have been depleted, the City applied for and was awarded \$132,000 in CDBG-CV funds to be granted out to qualifying businesses. The City has awarded \$113,675.72 in CDBG-CV funds and has \$18,324.28 remaining.

The application was reviewed and certified by Great Plains Development and the City CDBG Review Committee consisting of Joann Knight, Gary Johnson and Nannette Pogue.

Justification: The funds available will reimburse working capital to critical small businesses in our community. All applicants meet the 51% Low to Moderate (LMI) requirements set by HUD. Following is the LMI of the applicant and a brief description of the COVID 19 impact on their business:

Liberty Group of Investment dba Dodge House Hotel has an additional 6 full -time equivalent employees that were not included in the original loan from the city funds. All 6 or 100% of the additional employees meet the LMI requirement of the fund. Dodge House Hotel was tremendously affected by COVID-19. Leisure business declined drastically, and corporate business stopped. All events booked in 2020 were cancelled.

Financial Considerations: The City of Dodge City was awarded \$132,000 in the CDBG-CV grant funds and has \$18,324.28 remaining funds. The application meets the requirements and qualifications of the

program. The Review Committee recommends a total approval of \$6,324.28. Also, Great Plains Development is requesting \$10,710.00 or 90% of the \$12,000 administration fee.

Purpose/Mission: Provide disaster relief funding to our local small businesses affected by COVID-19.

Legal Considerations: Each grant application will require a Determination of Letter of Review signed by the Mayor.

Attachments: Liberty Group of Investment dba Dodge House Hotel Application and Determination Letter of Review, Request for Payment of CDBG-CV Funds.

Kansas Department of Commerce
Community Development Block Grant (CDBG) Program
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

DETERMINATION OF LEVEL OF REVIEW

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: City of Dodge City #20-CV-016 - Liberty Group of Investments dba Dodge House Hotel

Project Location: 2408 West Wyatte Earp, Dodge City, KS 67801

Project Description: Grant proceeds for working capital for an existing hotel. Funds will be used for payroll, utilities and supplies to retain 6 FTE employees of which 51% meet the LMI requirement of the funds.

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- Exempt from NEPA review requirements per 24 CFR 58.34(a)(___)
- Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(4)
- Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(___)
- An Environmental Assessment (EA) is required to be performed.
- An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Rick Sowers, Mayor
Chief Elected Official (print name/title)

Chief Elected Official's Signature

Date

REQUEST FOR PAYMENT OF CDBG FUNDS

CFDA 14.228

PART I: REQUEST FOR PAYMENT INFORMATION

GRANTEE - NAME City of Dodge City

GRANT NO. 20-CV-016

STREET ADDRESS 806 N. 2nd

REQUEST NO. 3

PO BOX P O Box 880

nicolem@dodgecity.org

CITY, STATE, ZIP Dodge City, KS 67801

Grantee's - E-mail address for notifying about ACH deposit

ftrent@gpdionline.com

Administrator - E-mail address for notifying about ACH deposit

PART II: STATUS OF CDBG FUNDS

AMOUNT

1	PAYMENT DUE & AMOUNT OF THIS REQUEST	<u>17,034.28</u>
2	CDBG GRANT AWARD	<u>132,000.00</u>
3	PROGRAM INCOME AND OTHER RECEIPTS	<u> </u>
4	TOTAL FUNDS (2 + 3)	<u>132,000.00</u>
5	CDBG FUNDS RECEIVED TO DATE	<u>113,675.72</u>
6	TOTAL (1 + 5)	<u>130,710.00</u>
7	REMAINING CDBG FUNDS (4 - 6)	<u>1,290.00</u>

PART III: CERTIFICATION

I HEREBY CERTIFY THAT THE DATA REPORTED ABOVE IS CORRECT AND THAT THE AMOUNT REQUESTED IS NOT IN EXCESS OF CURRENT NEEDS

DATE _____ SIGNATURE _____ TITLE _____

DATE: _____ SIGNATURE _____ TITLE _____

PART IV: APPROVAL (FOR KANSAS DEPT. OF COMMERCE USE ONLY)

CDBG APPROVAL:

1. CONTRACT TERMINATION DATE: _____
2. AUTHORIZED SIGNATURE: _____
3. MONITORING RESOLUTION: CURRENT / PAST DUE / NA
4. QUARTERLY PROGRESS REPORTS: CURRENT / PAST DUE

FIELD REPRESENTATIVE _____ DATE _____

FISCAL _____ DATE _____

Kansas Department of Commerce
Small Cities Community Development Block Grant



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: March 10, 2021
Subject: Approval of Consulting Service Agreement for Milstock Avenue Infrastructure Design, PL 2102
Agenda Item: New Business

Recommendation: Approve Consulting Service Agreement with SMH Consultants, P.A. in the amount of \$70,982.50.

Background: Volz Builders recently purchased the lots along the platted street known as Milstock Avenue. City Staff has started working with the developer to open this area for housing using the RHID Incentive Program. SMH has worked with the developer on several of his past subdivision developments. SMH will provide all the necessary plans for the construction of the infrastructure needed for this development. As part of the design work, the lots adjacent to Milstock Avenue and 4 lots along Wright Avenue will be replated. A replat will be necessary to move the existing plated cul-de-sac of Milstock Ave. south from its current location onto property fully owned by Volz Builders.

Justification: The City has a need for additional housing and this subdivision will help in addressing the need. SMH will provide the necessary services to ensure that the subdivision meets all City and State requirements while meeting the developer's time schedule.

Financial Considerations: The design contract with SMH Consultants is for a not to exceed amount of \$70,982.50. This is a reimbursable expense through the RHID Program.

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

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

Attachments: Consulting Service Agreement, Scope of Services, Fee Estimate, and 2021 Personnel & Reimbursable Rates from SMH Consultants. Map of Milstock Ave.

CONSULTING SERVICES AGREEMENT

Client: <u>City of Dodge City</u>	Project: <u>Milstock Avenue</u>
Address: <u>806 N. Second Avenue</u> <u>Dodge City, KS 67801</u>	Project Location: <u>Dodge City</u>
Telephone: <u>620-225-8106</u>	SMH Project Manager: <u>Ben Gasper, PE</u>
Contact: <u>Ray Slattery, Dir. Eng. Ser.</u>	
Client Job No.: _____	SMH Job No.: <u>2103-0073</u>

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

Milstock Avenue - Replat of Milstock Addition; Sanitary Sewer Design, Water Main Design, Storm Sewer Design, Residential Street Design, and Drainage Study for Milstock Avenue.

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

- GENERAL CONDITIONS
- Attachment A: Scope of Services
- Attachment B: Personnel and Reimbursable Rates
- Attachment C: Not to Exceed Hourly Fee Estimate
- Other:

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

- FEE ESTIMATE SHOWN ON EACH SERIALLY NUMBERED WORK AUTHORIZATION
 - THE HOURLY ESTIMATED NOT-TO EXCEED COST OF CONSULTANT’S SERVICES IS \$70,982.50
-

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

CLIENT	CONSULTANT
By: _____ AUTHORIZED REPRESENTATIVE	By: _____ AUTHORIZED REPRESENTATIVE
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

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



GENERAL CONDITIONS

SECTION I – Services by CONSULTANT

1.1 Scope of Services

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

1.2 Fees

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

SECTION II – Payment to CONSULTANT

2.1 Payment for Personnel Services

2.1.1 Payment

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

2.1.2 Chargeable Time

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

2.1.3 Overtime Rates

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

2.2 Payment for Direct Expenses

2.2.1 Payment

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

2.2.1 Direct Expenses

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

2.3 Payment Conditions

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

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

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

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

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

2.4 Independent Contractor

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

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

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

SECTION III – Terms of AGREEMENT

3.1 Term

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

3.2 Termination of AGREEMENT

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

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

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

3.3 Payment for Work Upon Abandonment or AGREEMENT Termination

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

3.4 Damages and Injunctive Relief

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

SECTION IV – General Considerations

4.1 Assignment and Responsibility for Personnel

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

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

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

4.2 Insurance

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

4.3 Compliance with Law

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

4.4 Ownership and Reuse of Documents

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

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

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

4.5 Location of Underground Utilities

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

4.6 Subsurface Investigations

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

4.7 CONSULTANT's Personnel at PROJECT Site

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

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

4.8 Opinions of Cost, Financial Considerations and Schedules

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

4.9 Disposition of Samples and Equipment

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

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

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

4.10 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

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

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

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

SECTION V – Professional Responsibility

5.1 Performance of Services

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

5.2 No Special or Consequential Damages

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

5.3 Indemnification

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

5.4 Third Party Beneficiaries

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

SECTION VI – CONFIDENTIALITY AND NON-DISCLOSURE

6.1 Confidential Information

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

Confidential Information will not include information which:

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

6.2 Relevancy of Confidential Information

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

6.3 Representatives of CLIENT

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

6.4 Use of Confidential Information

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

6.5 Survival of AGREEMENT and Confidentiality

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

6.6 Return of Confidential Information

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

6.7 Forced Disclosure

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

6.8 No Conveyance of Confidential Information or Rights Therein

Nothing in this AGREEMENT, nor any action taken by the CLIENT during any discussions or negotiations prior to the consummation of the PROJECT shall be construed to convey to the CLIENT any right, title or interest in the Confidential Information, or any license to use, sell, exploit, copy or further develop in any way any Confidential Information. No license is hereby granted or implied under any patent, copyright or trademark, any application for any of the foregoing, or any trade name, trade secret or other proprietary information, in which the CONSULTANT has any right, title or interest.

6.9 Enforcement

Each party retains all rights and remedies with respect to the Confidential Information afforded it under any applicable laws of the State of Kansas and the United States both during and after the term of this AGREEMENT, including, without limitation, any trade secret or other laws designed to protect proprietary or confidential information. This AGREEMENT will be construed, interpreted and applied in accordance with the laws of the State of Kansas. It is hereby agreed that any and all claims, disputes or controversies whatsoever or arising from or in connection with this AGREEMENT shall be commenced, filed and litigated

exclusively in the District Court of Riley County, Kansas or the applicable federal district court in Kansas, as determined by CONSULTANT, and the parties hereby consent to the personal jurisdiction of said court, and waive any objection to such jurisdiction and venue.

SECTION VII – Miscellaneous

7.1 Applicable Law

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

7.2 Severability

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

7.3 Survival and Further Assurances

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

7.4 Headings

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

7.5 Successors and Assigns

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

7.5.2 Neither CONSULTANT nor CLIENT are permitted to assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Notwithstanding the foregoing, nothing contained in this paragraph 7.5.2 shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

7.6 Counterparts

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

7.7 Time is of the Essence

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

7.8 Entire Agreement

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

7.9 Amendment and Modification

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

7.10 Waiver of Breach

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

7.11 Rights not Exclusive to CONSULTANT

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

7.12 Notices

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

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

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

7.13 Authority

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

7.14 No Partnership

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

***Milstock Avenue Subdivision
Dodge City, Kansas
Residential Subdivision Construction Documents
Scope of Professional Services
Prepared: March 8, 2021***



SMH Consultants (SMH) will perform the following tasks:

Part I - Land Survey

1. A complete boundary, topographic, and site survey for the entire site that is to be improved as Milstock Avenue. The survey will include any necessary boundary information, manmade features on the site, marked utilities, and topography as necessary to develop a digital terrain model for grading.
2. Conversion of the survey into a working drawing that can be used for design.
3. Current high-resolution aerial photography and topography utilizing a low altitude sUAV, of the site. Aerial survey to be completed utilizing ground control set up by ground survey on the basis of state/plane coordinates.

Part II – Replat

1. Preparation of a replat of Lots 1-16 of Block 2 and Lots 1-16 & 29-32 of Block 3 of Milstock Addition. This task includes review of the initial layout of lots, utilities, easements, and etc. with the owner.
2. Electronic and paper copy of the plats to be provided to the City of Dodge City as required.
3. Obtainment of a certificate of title as required by the City of Dodge City.
4. All necessary fees with Ford County for filing the plat.
5. Obtainment of plat Signatures as required by the City of Dodge City.
6. Setting of all property pins as required by the laws of the State of Kansas.

Part III - Construction Documents

1. Title sheet with appropriate signature blocks and other requirements of the City of Dodge City.
2. General Notes & Quantities sheet that corresponds with City of Dodge City standards.

3. Site plan showing all existing and proposed improvements, proposed lot lines, proposed easements, existing easements, right of way and utilities.
4. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
5. Gravity sanitary sewer plan and profile internal to the development. The proposed sanitary sewer plan and profile will also depict the location of service lines both vertically and horizontally. The sanitary sewer plan and profile shall conform to City of Dodge City Standards.
6. Sanitary sewer standard details as provided by the City of Dodge City.
7. Preparation of the sanitary sewer extension permit for City of Dodge City signature and submittal to the Kansas Department of Health and Environment.
8. Water main plan and profile for the extension of water service to and within the platted subdivision based on review comments from the City of Dodge City. The water main plans and profiles shall conform to City of Dodge City standards. Also, includes water service locations and stub out detail information.
9. Water main standard details as provided by the City of Dodge City.
10. Mass grading plan for the entire platted area to depict areas of cut and fill.
11. Roadway plan and profiles for each of the public streets within the final platted subdivision.
12. Intersection details detailing horizontal and vertical design information at each of the proposed intersections.
13. Typical street sections based on City of Dodge City standards and paving details as required by the pavement design.
14. Roadway cross sections for each of the public streets within the final platted subdivision. Roadway cross sections will depict proposed and existing known and discoverable ground conditions, characteristics and improvements, as well as water and sanitary sewer crossings and crown elevations.

15. Stormwater runoff calculations to verify the required stormwater needs of the subdivision including the proper sizing of conduits and inlets, including a drainage map.
16. Storm sewer plan and profile internal to the development. The storm sewer plan and profile shall conform to City of Dodge City Standards.
17. Storm sewer standard details as provided by the City of Dodge City.
18. Preparation of a drainage study for submittal to the City of Dodge City. This study will discuss the proposed improvements to the site and the intent for stormwater runoff for the site and address the elevations for future homes on the south end of the site. This task includes HEC-RAS model for use in the drainage study.
19. Erosion and sediment control plan and shall conform to City of Dodge City regulations.
20. Erosion and sediment control details based on City of Dodge City standards.
21. Preparation and submittal of a stormwater pollution prevention plan to the Kansas Department of Health and Environment and all necessary NPDES permitting applications. Upon approval the approved NPDES NOI and accompanying SWPPP will be provided to the developer. This document is required to be onsite through construction of the project.
22. Preparation of final provision and specifications documents using City of Dodge City standard forms.
23. Submittal of field check construction documents (electronically and one full size paper set) for review by the City of Dodge City. This task also includes a field check by the Dodge City Office Manager. This task also includes addressing any modifications to the plans required as a result of the field check review by the City of Dodge City.
24. Quality control check by the Project Manager, an independent Project Manager and a Managing Principal Engineer who will provide quality assurance. This review will also include a design charrette involving the most experienced engineers within the company to discuss the design, cost saving opportunities, and the quality of the final plan set.
25. Submittal of final plans, special provisions, and specifications (electronically and two full size paper sets, and two 11"x17" paper sets).

Part IV – Contractor Coordination and Project Pricing

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

Services not Rendered by SMH but May be Required

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

Notes

1. There may be studies (i.e. additional traffic, additional drainage, sewer and etc.) not identified in this scope of services that may arise because of the City of Dodge City or other jurisdictional agencies. As the need for these studies arises a separate scope of work will be developed for approval by the client.
2. Any changes to the overall layout of the site, the design constraints, original design intent and so forth made midstream in the project will impact the ability to complete the work within the fee proposed. These changes, if necessary, will constitute a revised and re-negotiated scope of work and fee.
3. All designs shall be provided on SMH title block and provided in PDF format.
4. Any services not identified in the fore mentioned scope of services requested by the owner will be provided at 2021 hourly rates.

Fee Estimate

City of Dodge City
Milstock Avenue

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

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

DE = Design Engineer
LA = Landscape Architect
CL = Clerical



Prepared March 8, 2020

	SC	CT	MPLS	RLS	MPE	PE	DE	LA	CL	Rate =	SC	CT	MPLS	RLS	MPE	PE	DE	LA	CL	Expenses	Totals Hours	Total Fee			
Estimated Hours										Estimated Fee															
Part I - Topographic Survey																							Part I Total = \$11,730.00		
1. Boundary, Topo, and Site Survey	64		3								\$8,320.00			\$390.00							67	\$8,710.00			
2. Base Map Preparation		16	3									\$1,440.00		\$390.00							19	\$1,830.00			
3. Drone Flight	4	6	1								\$520.00	\$540.00	\$130.00								11	\$1,190.00			
Part II - Replat																							Part II Total = \$7,535.00		
1. Replat (includes meeting w/owner)		16	3				2					\$1,440.00	\$390.00				\$220.00				21	\$2,050.00			
2. Submittal of Replat							0.5										\$55.00			\$50.00	0.5	\$105.00			
3. Certificate of Title									1								\$110.00			\$350.00	1	\$460.00			
4. Filing & Fees w/ County									1								\$110.00			\$100.00	1	\$210.00			
5. Obtainment of Signatures									1								\$110.00				1	\$110.00			
6. Setting Property Pins	32	2	2								\$4,160.00	\$180.00	\$260.00								36	\$4,600.00			
Part III - Street and Utility Construction Documents																							Part III Total = \$50,592.50		
1. Title Sheet						1	2										\$135.00	\$220.00			3	\$355.00			
2. General Notes & Quantities						6	12										\$810.00	\$1,320.00			18	\$2,130.00			
3. Site Plan						2	16	1									\$270.00	\$1,780.00	\$110.00		19	\$2,140.00			
4. Utility Coordination						3	15										\$405.00	\$165.00			4.5	\$570.00			
5. SSWR Plan and Profile						4	24	1									\$540.00	\$2,640.00	\$110.00		29	\$3,290.00			
6. SSWR Details						1.5	2										\$202.50	\$220.00			3.5	\$422.50			
7. SSWR Extension Permit						3	1										\$405.00	\$110.00			4	\$515.00			
8. Water Plan and Profile						4	24	1									\$540.00	\$2,640.00	\$110.00		29	\$3,290.00			
9. Water Details						1.5	2										\$202.50	\$220.00			3.5	\$422.50			
10. Grading Plan						4	6	32	1								\$810.00	\$3,620.00			43	\$4,330.00			
11. Roadway Plan and Profile						3	8	30	1						\$570.00	\$1,080.00	\$3,300.00	\$110.00			42	\$5,060.00			
12. Intersection Details & HVC						3	16										\$405.00	\$1,760.00			19	\$2,165.00			
13. Typical Street Sections & Paving Details						1	3										\$135.00	\$330.00			4	\$465.00			
14. Roadway Xsections						2	12										\$270.00	\$1,320.00			14	\$1,590.00			
15. Storm Water runoff calcs for storm pipe sizing						6	24										\$810.00	\$2,640.00			30	\$3,450.00			
16. Storm Sewer Plan and Profile						4	16	1									\$540.00	\$1,760.00	\$110.00		21	\$2,410.00			
17. Storm Sewer Details						1	2										\$135.00	\$220.00			3	\$355.00			
18. Drainage Study/HEC-RAS						48	24										\$6,480.00	\$2,640.00			72	\$9,120.00			
19. SESC Plan						1	4										\$135.00	\$440.00			5	\$575.00			
20. SESC Details						1	2										\$135.00	\$220.00			3	\$355.00			
21. SWPPP/NOI						1	4										\$135.00	\$440.00		\$60.00	5	\$635.00			
22. Special Provisions/Specs						1	3										\$135.00	\$330.00			4	\$465.00			
23. Submittal for field check							0.5	2	1	1							\$67.50	\$220.00	\$110.00	\$55.00	\$150.00	4.5	\$602.50		
24. Quality Control						8	12	12	2						\$1,520.00	\$1,620.00	\$1,320.00	\$220.00			34	\$4,680.00			
25. Final Submittal						3	3	1	1								\$405.00	\$330.00	\$110.00	\$55.00	\$300.00	9	\$1,220.00		
Part IV - Contractor Coordination & Project Pricing																							Part IV Total = \$1,125.00		
1. Construction Estimate						1	4										\$135.00	\$440.00			5	\$575.00			
2. Project Bid Sheet							2										\$220.00				2	\$220.00			
3. Bid Questions/Coordination							2	1									\$220.00	\$110.00			3	\$330.00			
																					Fee Estimate =		\$70,982.50		

2021 Personnel and Reimbursable Rates

SMH Consultants

	<u>Standard Rate</u>	<u>Overtime Rate</u>
<i>Survey Crew</i>	<i>\$130.00/hour</i>	<i>\$170.00/hour</i>
<i>GPS /Robot Crew</i>	<i>\$100.00/hour</i>	<i>\$124.00/hour</i>
<i>CADD Technician</i>	<i>\$90.00/hour</i>	<i>\$120.00/hour</i>
<i>Drone Piloting</i>	<i>\$100/hour</i>	<i>\$130/hour</i>
<i>Drone Processing</i>	<i>\$90/hour</i>	<i>\$110/hour</i>
<i>Managing Principal Professional Surveyor</i>	<i>\$130.00/hour</i>	<i>\$165.00/hour</i>
<i>Professional Surveyor</i>	<i>\$110.00/hour</i>	<i>\$133.00/hour</i>
<i>Managing Principal Engineer</i>	<i>\$190.00/hour</i>	<i>\$215.00/hour</i>
<i>Principal Engineer</i>	<i>\$170.00/hour</i>	<i>\$225.00/hour</i>
<i>Project Engineer</i>	<i>\$135.00/hour</i>	<i>\$180.00/hour</i>
<i>Design Engineer</i>	<i>\$110.00/hour</i>	<i>\$150.00/hour</i>
<i>Landscape Architect</i>	<i>\$110.00/hour</i>	<i>\$150.00/hour</i>
<i>Construction Engineering/Inspection</i>	<i>\$90.00/hour</i>	<i>\$120.00/hour</i>
<i>Land Acquisition Agent</i>	<i>\$135.00/hour</i>	<i>\$150.00/hour</i>
<i>Proctor</i>	<i>\$300.00/each</i>	
<i>Clerical</i>	<i>\$55.00/hour</i>	<i>\$70.00/hour</i>
<i>Mileage</i>	<i>\$0.56/mile</i>	
<i>Concrete Cylinder Breaks</i>	<i>\$50/each</i>	



MILSTOCK ADDITION



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



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: March 10, 2021
Subject: Approval of bid 6th Avenue & Iron Road Improvements
Agenda Item: New Business

Recommendation: Approve the bid from Building Solutions, LLC, for the construction of the 6th Avenue & Iron Road Improvement project in the amount of \$2,062,053.40.

Background: Due to the continued residential development in the area and the need to provide better access for the residents and emergency services, Iron Rd and the 6th Ave. connection was planned and designed as part of the residential development in the area. Iron Rd. and the connection to 6th Ave. will provide a northern and complete the western connection to the remainder of the City in this area the has seen numerous housing development over the past 5 years. This project should relieve traffic on some of the residential streets.

Justification: As the City continues to grow to the north, arterials and collectors need to be added to the street system to provide access for the residents and emergency services.

Financial Considerations: The construction of these improvements to 6th Ave. and Iron Rd. will cost \$2,062,053.40. Funding of this project will be through Special Assessments via the RHID Program.

Purpose/Mission: The completion of this project aligns with the City's Core Value of Ongoing Improvement by preparing for the community's future.

Legal Considerations: By approving the bid from Building Solutions, LLC, the City will enter a contract with Building Solutions, LLC, and be responsible to make payments for the completed work.

Attachments: Bid Tab

CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: 6th Ave. & Iron Rd. Improvements
 PROJECT #: ST 2005
 BID DATE: 03/08/21

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
PART A - WATER					
1	Mobilization	LS	1	\$20,000.00	\$ 20,000.00
2	Construction Staking	LS	1	\$10,000.00	\$ 10,000.00
3	Clearing & Grubbing	LS	1	\$1,500.00	\$ 1,500.00
4	Plug & Abandon Existing Well	LS	1	\$5,000.00	\$ 5,000.00
5	Water Main (12" C900)	LF	4195	\$55.00	\$ 230,725.00
6	Water Main (8" C900)	LF	43	\$45.00	\$ 1,935.00
7	Valves & Fittings				
	12" 11.25" MJ Bend (DIP)	Each	4	\$1,000.00	\$ 4,000.00
	12" 45" MJ Bend (DIP)	Each	4	\$1,000.00	\$ 4,000.00
	12"x12" Cross (DIP)	Each	2	\$1,500.00	\$ 3,000.00
	12x8"x12" Tee (DIP)	Each	3	\$1,000.00	\$ 3,000.00
	12" Gate Valve	Each	14	\$3,500.00	\$ 49,000.00
	12" Cap & Plug	Each	3	\$750.00	\$ 2,250.00
	8" Gate Valve	Each	3	\$2,000.00	\$ 6,000.00
8	5-1/2" Fire Hydrant Setting	Each	7	\$4,750.00	\$ 33,250.00
9	Waterline Boring	LF	40	\$225.00	\$ 9,000.00
10	Connect to Existing Water Main (12")	Each	3	\$1,500.00	\$ 4,500.00
11	Connect to Existing Water Main (8")	Each	3	\$1,500.00	\$ 4,500.00
12	QC/QA Testing	LS	1	\$7,500.00	\$ 7,500.00
PART B - STREETS					
1	Mobilization	LS	1	\$50,000.00	\$ 50,000.00
2	Construction Staking	LS	1	\$15,000.00	\$ 15,000.00
3	Clearing & Grubbing	LS	1	\$7,500.00	\$ 7,500.00
4	Removal of Existing Fence	LS	1	\$5,000.00	\$ 5,000.00
5	Excavation (Unclassified)	CY	7600	\$6.50	\$ 49,400.00
6	Embankment (95%)(VRF = 1.15)	CY	7600	\$10.00	\$ 76,000.00
7	Contractor Furnished Fill (95%)(VRF = 1.15)	CY	3026	\$25.00	\$ 75,650.00
8	City Fill Stockpile (95%)(VRF = 1.15)	CY	0	\$15.00	\$ -
9	Concrete Pavement (8")(AE)(NRDJ)	SY	13225	\$50.00	\$ 661,250.00
10	30" Standard Curb & Gutter	LF	6455	\$22.50	\$ 145,237.50
11	Fly-Ash Treated Base (6")	SY	15800	\$10.00	\$ 158,000.00
12	Concrete Sidewalk (4")	LF	3585	\$35.00	\$ 125,475.00
13	Type I Ramp	Each	9	\$800.00	\$ 7,200.00
14	Stamped Colored Concrete (8")	SY	135	\$85.00	\$ 11,475.00
15	Concrete Valley Gutter	SY	69	\$50.00	\$ 3,450.00
16	Utility Sleeves (Victory)(2" Elec. UL Listed)	LF	410	\$12.00	\$ 4,920.00
17	Utility Sleeves (Cox)(2" Sch. 40 PVC)	LF	252	\$12.00	\$ 3,024.00
18	Sanitary Sewer Manhole Rim Adjustment	Each	4	\$500.00	\$ 2,000.00
19	Electrical Structure Elevation Adjustment	Each	2	\$500.00	\$ 1,000.00
20	Permanent Street Signage	LS	1	\$15,000.00	\$ 15,000.00
21	Pavement Markings (4" Yellow Epoxy Paint)	LF	7233	\$2.00	\$ 14,466.00
22	Pavement Markings (6" White Epoxy Paint)	LF	300	\$3.00	\$ 900.00
23	Pavement Markings (24" White Epoxy Paint)	LF	74	\$4.00	\$ 296.00
24	Removal of Existing 36" CMP	LS	1	\$15,000.00	\$ 15,000.00
25	Curb Inlet (Type-22)(6"x4")	Each	8	\$4,000.00	\$ 32,000.00
26	Curb Inlet (Type-22)(6"x6")	Each	2	\$5,000.00	\$ 10,000.00
27	Curb Inlet (Type-22)(11"x4")	Each	3	\$6,500.00	\$ 19,500.00
28	Reinforced Concrete Manhole (6"x4")	Each	1	\$4,000.00	\$ 4,000.00
29	Reinforced Concrete Manhole (6"x6")	Each	2	\$5,000.00	\$ 10,000.00
30	Field Inlet (6"x4")	Each	1	\$4,000.00	\$ 4,000.00
31	End Section (15")	Each	2	\$600.00	\$ 1,200.00
32	End Section (18")	Each	2	\$600.00	\$ 1,200.00
33	Elliptical End Section (30"x19")	Each	1	\$700.00	\$ 700.00
34	Elliptical End Section (60"x38")	Each	1	\$750.00	\$ 750.00
35	Old Castle Headwall w/ Dissipators (18")	Each	1	\$2,000.00	\$ 2,000.00
36	Old Castle Headwall w/ Dissipators (38"x24")	Each	2	\$2,500.00	\$ 5,000.00
37	Type IV End Section (60"x38")	Each	1	\$1,500.00	\$ 1,500.00
38	Storm Sewer Pipe (15" RCP)	LF	115	\$60.00	\$ 6,900.00
39	Storm Sewer Pipe (18" RCP)	LF	514	\$60.00	\$ 30,840.00
40	Storm Sewer Pipe (24" RCP)	LF	198	\$75.00	\$ 14,850.00
41	Storm Sewer Pipe (30"x19" Elliptical RCP)	LF	124	\$85.00	\$ 10,540.00
42	Storm Sewer Pipe (38"x24" Elliptical RCP)	LF	1082	\$100.00	\$ 108,200.00
43	Storm Sewer Pipe (60"x38" Elliptical RCP)	LF	142	\$275.00	\$ 39,050.00
44	Connect to Existing Storm Sewer	Each	1	\$1,000.00	\$ 1,000.00
45	Biolog	LF	6414	\$3.50	\$ 22,449.00
46	Silt Fence	LF	6250	\$3.00	\$ 18,750.00
47	Ditch Check	Each	3	\$500.00	\$ 1,500.00
48	Flexamat	SF	1184	\$11.50	\$ 13,616.00
49	Inlet Protection	Each	23	\$200.00	\$ 4,600.00
50	Construction Entrance	Each	2	\$1,500.00	\$ 3,000.00
51	Permanent Seeding	Acre	4	\$6,000.00	\$ 24,000.00
52	Temporary Traffic Control	LS	1	\$15,000.00	\$ 15,000.00
53	Temporary Pavement Markings	LS	1	\$4,000.00	\$ 4,000.00
54	QC/QA Testing	LS	1	\$20,000.00	\$ 20,000.00

WATER TOTAL \$ 399,160.00
 STREET TOTAL \$ 1,877,388.50
 GRAND TOTAL \$ 2,276,548.50

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

LOW BIDDER

UNIT PRICE	CONTRACT AMOUNT
\$27,000.00	\$ 27,000.00
\$7,200.00	\$ 7,200.00
\$500.00	\$ 500.00
\$5,325.00	\$ 5,325.00
\$47.00	\$ 197,165.00
\$45.00	\$ 1,935.00
\$800.00	\$ 3,200.00
\$835.00	\$ 3,340.00
\$1,950.00	\$ 3,900.00
\$1,225.00	\$ 3,675.00
\$3,900.00	\$ 54,600.00
\$500.00	\$ 1,500.00
\$2,100.00	\$ 6,300.00
\$5,400.00	\$ 37,800.00
\$165.00	\$ 6,600.00
\$2,300.00	\$ 6,900.00
\$1,500.00	\$ 4,500.00
\$3,000.00	\$ 3,000.00
\$77,800.00	\$ 77,800.00
\$11,000.00	\$ 11,000.00
\$7,150.00	\$ 7,150.00
\$3,200.00	\$ 3,200.00
\$2.35	\$ 17,860.00
\$4.75	\$ 36,100.00
\$9.50	\$ 28,747.00
\$5.25	\$ -
\$49.50	\$ 654,637.50
\$22.50	\$ 145,237.50
\$7.25	\$ 114,550.00
\$35.00	\$ 125,475.00
\$650.00	\$ 5,850.00
\$94.00	\$ 12,690.00
\$80.00	\$ 5,520.00
\$11.75	\$ 4,817.50
\$11.75	\$ 2,961.00
\$1,000.00	\$ 4,000.00
\$100.00	\$ 200.00
\$26,700.00	\$ 26,700.00
\$1.05	\$ 7,594.65
\$1.50	\$ 450.00
\$51.75	\$ 3,829.50
\$1,000.00	\$ 1,000.00
\$3,625.00	\$ 29,000.00
\$4,650.00	\$ 9,300.00
\$5,050.00	\$ 15,150.00
\$4,750.00	\$ 4,750.00
\$6,075.00	\$ 12,150.00
\$5,400.00	\$ 5,400.00
\$770.00	\$ 1,540.00
\$820.00	\$ 1,640.00
\$1,275.00	\$ 1,275.00
\$2,600.00	\$ 2,600.00
\$3,350.00	\$ 3,350.00
\$7,400.00	\$ 14,800.00
\$6,000.00	\$ 6,000.00
\$34.75	\$ 3,996.25
\$39.00	\$ 20,046.00
\$48.00	\$ 9,504.00
\$69.50	\$ 8,618.00
\$100.00	\$ 108,200.00
\$190.00	\$ 26,980.00
\$2,350.00	\$ 2,350.00
\$3.25	\$ 20,845.50
\$3.00	\$ 18,750.00
\$200.00	\$ 600.00
\$11.00	\$ 13,024.00
\$300.00	\$ 6,900.00
\$1,825.00	\$ 3,650.00
\$4,700.00	\$ 18,800.00
\$8,700.00	\$ 8,700.00
\$3,425.00	\$ 3,425.00
\$8,900.00	\$ 8,900.00

WATER TOTAL \$ 374,440.00
 STREET TOTAL \$ 1,687,613.40
 GRAND TOTAL \$ 2,062,053.40

BID SECURITY 5%
 START DATE 6/1/2021

CONTRACTOR:
 Vogts Parga Construction, LLC
 ADDRESS:
 717 N Main St.
 CITY: Newton
 STATE: Kansas
 ZIP: 67114

UNIT PRICE	CONTRACT AMOUNT
\$12,335.00	\$ 12,335.00
\$7,125.00	\$ 7,125.00
\$3,075.00	\$ 3,075.00
\$6,150.00	\$ 6,150.00
\$47.50	\$ 199,262.50
\$46.75	\$ 2,010.25
\$835.00	\$ 3,340.00
\$875.00	\$ 3,500.00
\$2,015.00	\$ 4,030.00
\$1,280.00	\$ 3,840.00
\$4,100.00	\$ 57,400.00
\$530.00	\$ 1,590.00
\$2,185.00	\$ 6,555.00
\$5,650.00	\$ 39,550.00
\$172.00	\$ 6,880.00
\$2,410.00	\$ 7,230.00
\$1,550.00	\$ 4,650.00
\$7,400.00	\$ 7,400.00
\$200,000.00	\$ 200,000.00
\$28,350.00	\$ 28,350.00
\$7,375.00	\$ 7,375.00
\$3,275.00	\$ 3,275.00
\$2.45	\$ 18,620.00
\$4.85	\$ 36,860.00
\$9.80	\$ 29,654.80
\$1.00	\$ -
\$52.15	\$ 689,683.75
\$16.00	\$ 103,280.00
\$4.10	\$ 64,780.00
\$45.00	\$ 161,325.00
\$1,200.00	\$ 10,800.00
\$208.75	\$ 28,181.25
\$60.00	\$ 4,140.00
\$12.27	\$ 5,030.70
\$12.27	\$ 3,092.04
\$921.00	\$ 3,684.00
\$4,900.00	\$ 9,800.00
\$15,300.00	\$ 15,300.00
\$1.23	\$ 8,896.59
\$2.50	\$ 750.00
\$34.50	\$ 2,553.00
\$5,870.00	\$ 5,870.00
\$5,400.00	\$ 43,200.00
\$7,000.00	\$ 14,000.00
\$7,500.00	\$ 22,500.00
\$6,300.00	\$ 6,300.00
\$8,600.00	\$ 17,200.00
\$4,920.00	\$ 4,920.00
\$589.00	\$ 1,178.00
\$657.00	\$ 1,314.00
\$928.00	\$ 928.00
\$2,285.00	\$ 2,285.00
\$4,015.00	\$ 4,015.00
\$15,155.00	\$ 30,310.00
\$7,750.00	\$ 7,750.00
\$42.95	\$ 4,939.25
\$53.50	\$ 27,499.00
\$66.00	\$ 13,068.00
\$128.00	\$ 15,872.00
\$122.00	\$ 132,004.00
\$251.00	\$ 35,642.00
\$800.00	\$ 800.00
\$3.03	\$ 19,434.42
\$3.03	\$ 18,937.50
\$300.00	\$ 900.00
\$14.55	\$ 17,227.20
\$122.00	\$ 2,806.00
\$2,455.00	\$ 4,910.00
\$4,500.00	\$ 18,000.00
\$10,150.00	\$ 10,150.00
\$1,210.00	\$ 1,210.00
\$9,710.00	\$ 9,710.00

WATER TOTAL \$ 375,922.75
 STREET TOTAL \$ 1,930,310.50
 GRAND TOTAL \$ 2,306,233.25

BID SECURITY 5%
 START DATE 6/14/2021

CONTRACTOR:
 Smoky Hill, LLC
 ADDRESS:
 645 E. Crawford, #E8
 CITY: Salina
 STATE: Kansas
 ZIP: 67401

UNIT PRICE	CONTRACT AMOUNT
\$49,500.00	\$ 49,500.00
\$5,700.00	\$ 5,700.00
\$8,200.00	\$ 8,200.00
\$1,700.00	\$ 1,700.00
\$37.00	\$ 155,215.00
\$58.00	\$ 2,494.00
\$930.00	\$ 3,720.00
\$965.00	\$ 3,860.00
\$1,650.00	\$ 3,300.00
\$1,110.00	\$ 3,330.00
\$2,700.00	\$ 37,800.00
\$835.00	\$ 1,905.00
\$1,480.00	\$ 4,440.00
\$5,800.00	\$ 40,600.00
\$157.50	\$ 6,300.00
\$2,900.00	\$ 8,700.00
\$2,325.00	\$ 6,975.00
\$4,800.00	\$ 4,800.00
\$30,920.00	\$ 30,920.00
\$20,330.00	\$ 20,330.00
\$8,300.00	\$ 8,300.00
\$6,800.00	\$ 6,800.00
\$14.15	\$ 107,540.00
\$6.60	\$ 50,160.00



Memorandum

To: Nick Hernandez, City Manager, City Commissioners, J.D. Gilbert, County Administrator, County Commissioners

From: Assistant City Manager/Public Affairs, Melissa McCoy

Date: March 8, 2021

Subject: Approval of LED Proposal for Dodge City Raceway Park

Agenda Item: New Business

Recommendation: Staff recommends approval of the proposal for a color LED Message Board from Luminous Neon, Inc. The cost after insurance for the replacement of the sign is \$25,000.

Background: On February 29, the City of Dodge City and Ford County issued a request for proposals to replace the existing LED message board that was damaged by vandalism. The new board had to be compatible with existing sign poles. Costs were requested for both a color and monochromatic sign. The City received four bids for the project. The only proposal for the monochromatic message board was from Luminous Neon.

Justification: The current LED sign is unfixable and the west facing side of the sign is no longer operable and the east facing side is only 50% operable. Luminous Neon's proposal met all the requirements of the request. The lowest bid received was for a sign smaller than the existing sign. The LED sign has an eight to ten-week turnaround time. The project completion date is Monday, May 24, 2021.

Financial Considerations:

The cost for the LED sign is \$68,869. Insurance will pay for the replacement cost, but the deductible that will need to be met is \$25,000. The project will be paid out of the Sales Tax fund Depreciation fund.

Legal Considerations: There are no legal considerations.

Attachments:

DCRP LED RFP Bid Tab

DCRP RFP

Luminous Neon Proposal

REQUEST FOR BID PROPOSALS FOR LED MESSAGE BOARD
FOR
DODGE CITY RACEWAY PARK
(DCRP)

CITY OF DODGE CITY & FORD COUNTY, KANSAS
DCRP
10873 S. 14TH AVE
DODGE CITY, KS. 67801



Request for Bid Proposals

DATE ISSUED: February 19, 2021



TITLE:

LED Message Board Bid Proposals for Dodge City Raceway Park (the “DCRP”)

DESCRIPTION:

The City of Dodge City and Ford County are seeking bids for the replacement of the LED Message Board located at 10873 S. 14th Avenue. The new message board must be compatible with existing sign poles. Costs are requested for both a color and monochromatic sign.

DEADLINE AND REQUIREMENTS FOR SUBMITTING REQUESTS FOR BID PROPOSALS (RFP):

Proposals must be received at the address shown below on or before **Friday, March 5, 2021, 2:00 p.m. (Central D. Time).**

POINT OF CONTACT

Melissa McCoy, Assistant City Manager/Public Affairs

City of Dodge City

(620) 225-8100

melissam@dodgecity.org

RFQ DELIVERY ADDRESS:

Attention: Melissa McCoy, Assistant City Manager/Public Affairs

City of Dodge City

P.O. Box 880

Dodge City, KS 67801

NUMBER OF COPIES REQUIRED

Number of Copies:

Submit one (1) original and one (1) digital copy of the proposal in a sealed envelope or container.

I. Introduction

The City of Dodge City and Ford County are seeking bids for the replacement of the LED Message Board located at 10873 S. 14th Avenue. The proposed sign must be compatible with existing sign poles.

II. Background:

The DCRP is a “Why Not Dodge” sales tax project, the purpose of the “Why Not Dodge” sales tax initiative is to increase access to quality of life amenities for area residents as well as enhance the tourism-based economy in Dodge City and Ford County by developing venues that host a variety of activities and events that result in increased overnight stays and sales tax revenues. “Why Not Dodge” funds were approved for several public projects, including the construction of the DCRP.

In 2000, the City and the County opened the state-of-the-art 3/8-mile racetrack. The track is in its twenty-first (21st) year of operation. DCRP provides weekly race events during the race season, along with special events throughout the year. In addition, the DCRP is under new management with Craig Dollansky Racing and has recently implemented new brand standards including a new logo.

The existing LED message board serves as the entrance sign for the DCRP. It was damaged due to vandalism and is no longer operational.

Project and Schedule

The project shall include all necessary work to install a double-sided LED Message Board to be located at Dodge City Raceway Par. The Work shall consist of removal of the existing sign and installation of the new sign. Work is expected to start upon award of bid and completed by **Monday, May 24, 2021.**

Provide cost for fabrication and installation of both a color and monochromatic LED Message Board.

A photo of the existing sign is included.

IV. Submittal Requirements:

Number of Copies:

Submit one (1) original and three (3) copies, and one (1) digital copy of the proposal in a sealed envelope or container.

Submit proposals to:

Attention: Melissa McCoy, Assistant City Manager/Public Affairs
City of Dodge City
P.O. Box 880
Dodge City, KS 67801

Submissions received after **Friday, March 5, 2021, 2:00 p.m. (Central D. Time)** will not be considered. Emailed or other electronically submitted proposals are discouraged and may be disqualified.

The detailed requirements set forth are mandatory. Failure to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to follow provisions of this RFP and the applicable law and/or regulations will not be processed.

The City reserves the right to enter negotiations with a single firm OR may create a short list of firms, based upon qualifications and pricing to conduct interviews, engage in further discussion, or negotiate pricing terms.

Responses to this RFP must include the following:

1. Cover Letter and Table of Contents

The RFP must include a cover letter giving a summary of the contents of the proposal and a table of contents.

2. Introduction and Qualifications

This section will need to contain an overview of the firm and any proposed sub-contractors. The introduction shall indicate the legal name, address, website, telephone number, and local contact. The firm will provide an overview and history of the firm including identifying all firm members who will be working on this project and their experience. The firm will also describe its history on similar signage projects.

3. Cost Breakdown

Provide two options for either a color or monochromatic LED message board and installation. Proposed sign must be compatible with existing sign poles.

4. References

Provide at least three professional references which similar services have been performed. Provide the reference contact name, address, email address, telephone numbers, description of project, and date of services provided (including project cost).

5. Sample Documents

Provide examples of LED Message Board projects and planning documents for similar projects.

V. Evaluation

A selection committee will evaluate the proposals based on the details of this RFP.

The City reserves the right to disqualify any proposal. The award of any project may be made without discussion with proposers after responses are received. The City reserves

the right to cease contract negotiations if it is determined that the Proposer cannot perform services specified in their response. Proposals will be evaluated on the following factors:

1. Quality of Proposal
2. Technical Capabilities and Specialized Knowledge
3. Professional Qualifications, Knowledge and Experience
4. Pricing

VI. Timeline

DEADLINE AND REQUIREMENTS FOR SUBMITTING REQUESTS FOR BID PROPOSALS (RFP):

- Proposals must be received at the address shown below on or before **Friday, March 5, 2021, 2:00 p.m. (Central D. Time)**.

Project Completion Date:

- This project should be completed by **Monday, May 24, 2021**.

VII. Attachments:

- Appendix 1: Drawings/ Pictures of Existing Signage

LED ELECTRONIC MESSAGE BOARD

Below are specs for the LED Message Center. These specs are intended to give an example of what is required. Please note deviations from these specs in the proposal and the rationale.

LED Replacement

- Remove and dispose of damaged LED sign.
- Furnish and install 2 sided- 6' 5"h x 16' 3"w double-face 16 mm, 96x256, RGB full-color or monochromatic electronic message center.
- The City will also consider proposals to modify the size of the LED message board replacement if compatible with the existing sign poles.
- Mount on the existing 2-pole structure, in the same position. (Includes 5" stub pipe to butt weld at the top of the existing transition poles.
- Hook up to existing power and connect to wireless communications.
- Provide temp probe, grounding accommodations, programming software for PC at DCRP.
- Provide on-site software training and technical support for use of software.
- Software maintenance, minimum five years on service
- Warranty of minimum five years on parts.

Project Proposal

To: Melissa McCoy, Assistant City Manager
City of Dodge City
Dodge City Kansas

Re: DCRP Signage

The undersigned (hereinafter referred to as Bidder), having carefully examined the general provisions, specifications, drawings and all other bid documents, as well as having checked the site and all conditions affecting the work, agrees to furnish all labor, materials and equipment required to complete in a thorough, first class and satisfactory manner, all work indicated on the Drawings and/or called for in the Specifications, for the sum of:

<u>Bid</u>	<u>Amount</u>
Option 1: LED Color Message Board Sign Replacement Or	\$ _____ .00
Option 2: LED Monochromatic Message Board Sign Replacement	\$ _____ .00
Option 1: Total	\$ _____ .00
Option 2: Total	\$ _____ .00

Addenda numbered _____ are included in this proposal.

Respectfully submitted this _____ day of _____, 2021.

Firm: _____ **Bidders Check List**

By: _____
Signature: _____
Address: _____
Phone: _____
Email: _____

Please make sure you have completed the following with your proposal.

- Completed and signed the Proposal form with per item cost (bid specs) w/digital and paper copies
- Acknowledge all addenda.

City of Dodge City

Bid/RFP Tabulation

DCRP LED Proposals

2021 03 05

<u>Bidder</u>	<u>2-sided Description</u>	<u>Color LED</u>	<u>Mono</u>	<u>Total</u>
Luminous Neon	6'5 X16'4 19 mm	A-\$85,998	-\$69,633	
Luminous Neon	5'5 X 16'3-16	\$68,869		\$68,869
Luminous Neon	5'5 X 16'3 19		\$57,944	\$57,944
Dodge City Signs	5'8 X 14.4 16.87 MM Pixels	\$59,056	N/A	\$59,056
ATHCO	15.75 L X 5.91 H 16 mm	\$67,900	N/A	\$67,900
ICON HD LLC	6.3 H X 16.8 W 20 mm	\$85,939	N/A	

Project Proposal

To: Melissa McCoy, Assistant City Manager
City of Dodge City
Dodge City Kansas

Re: DCRP Signage

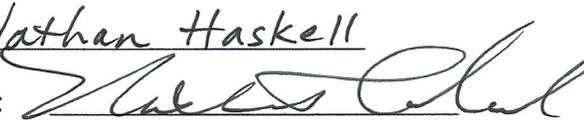
The undersigned (hereinafter referred to as Bidder), having carefully examined the general provisions, specifications, drawings and all other bid documents, as well as having checked the site and all conditions affecting the work, agrees to furnish all labor, materials and equipment required to complete in a thorough, first class and satisfactory manner, all work indicated on the Drawings and/or called for in the Specifications, for the sum of:

<u>Bid</u>	<u>Amount</u>
(A-5) Option 1: LED Color Message Board Sign Replacement	\$ <u>85,998</u> .00
(A-6) Or Option 2: LED Monochromatic Message Board Sign Replacement	\$ <u>69,663</u> .00
* Option 1: Total (A-3) 5'5" x 16'3" 16mm color	\$ <u>68,869</u> .00
* Option 2: Total (A-4) 5'5" x 16'3" 19mm mono * From original RFQ (See Flash drive)	\$ <u>57,944</u> .00

Addenda numbered X are included in this proposal.

Respectfully submitted this 3rd day of March, 2021.

Firm: Luminous Neon Inc. Bidders Check List

By: Nathan Haskell
Signature: 
Address: 2300 E. Wyatt Exp, DC, KS
Phone: 620-227-2307
Email: nhaskell@luminousneon.com

Please make sure you have completed the following with your proposal.

- Completed and signed the Proposal form with per item cost (bid specs) w/digital and paper copies
- Acknowledge all addenda.



HUTCHINSON, KS (620) 662-2363
 KANSAS CITY, KS (913) 780-3330
 LAWRENCE, KS (785) 842-4930
 TOPEKA, KS (785) 267-2625
 SALINA, KS (785) 823-1789
 DODGE CITY, KS (620) 227-2307
 WICHITA, KS (316) 202-2025
REMIT TO:
 1 COMPOUND DR. HUTCHINSON, KS 67502

PROPOSAL

Proposal #: 44224

Proposal Date: 03/03/21
Customer #: 1518
Page: 1 of 3

SOLD TO:	JOB LOCATION:
CITY OF DODGE CITY 806 N. 2ND AVE ATTN. MELISSA MCCOY DODGE CITY KS 67801-0880	DODGE CITY RACEWAY PARK W. HWY 56 & 14TH AVE. DODGE CITY KS 67801 REQUESTED BY: Melissa McCoy

LUMINOUS NEON, INC. HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF ITEMS DETAILED BELOW. CUSTOMER IS AGREED TO BE AS INDICATED IN "SOLD TO" ABOVE.

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #36818 A-3: ENTRANCE SIGN (LED ELECTRONIC MESSAGE CENTER UPGRADE): Remove and dispose of the existing 6'h x 16' 4"w double-face 19mm electronic message center. (The existing 10'x12' top ID cabinet will need to be removed and set to the side as well). Furnish and install (1) all-new 5' 5"h x 16' 3"w double-face 16mm, 90x288 RGB full-color "WatchFire" electronic message center. Mount the sign in the same position as before on the existing 2-pole structure. Torch off 7" of the transition pipes running through the ID cabinet, so the existing ID sign still rests on top of the EMC cabinet when re-installed. (EMC height went from 6'h to 5' 5"h). Includes 5yr parts & labor warranty, Broadband wireless communications (with prepaid lifetime data plan), temp probe, grounding accommodations, programming software for customer's PC, setup, on-site software training, access to LN Help Desk, (5) static slides, and programmer retraining for 5yrs if needed. *THE CUSTOMER IS RESPONSIBLE FOR CONFIRMING THAT ADEQUATE POWER IS IN PLACE AT THE SIGN LOCATION (new EMC load = 46amps, 120v). *THIS ORDER QUALIFIES FOR A WATCHFIRE REBATE VALID UNTIL IN THE AMOUNT OF \$8,000. (THIS REDUCTION HAS BEEN APPLIED TO OUR QUOTE). *Nearby powerlines will need to be sleeved. *Priced as doing the EMC upgrade at the same time as the ID cabinet re-face.	\$68,869.00	\$68,869.00

DESIGN(S) PROVIDED WITH THIS PROPOSAL IS (ARE) THE PROPERTY OF LUMINOUS NEON, INC. RIGHTS ARE TRANSFERRED UPON ACCEPTANCE OF THIS PROPOSAL.

All materials used are of the highest quality. All work to be completed according to standard practices. Any alteration from specifications must be upon written order and charges adjusted. All agreements are contingent upon strikes, delays or accidents beyond our control. Our workmen are fully covered by workmen's compensation insurance. **Customer assumes responsibility for any damage to unmarked underground utilities, underground sprinklers or when additional costs are incurred during excavations where underground obstructions (including rock) are encountered.**

TOTAL PROPOSAL AMOUNT: \$68,869.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION

(INTEREST OF 1.2% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 90 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED. Credit cards can only be accepted for amounts under \$1,000.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



HUTCHINSON, KS (620) 662-2363
 KANSAS CITY, KS (913) 780-3330
 LAWRENCE, KS (785) 842-4930
 TOPEKA, KS (785) 267-2625
 SALINA, KS (785) 823-1789
 DODGE CITY, KS (620) 227-2307
 WICHITA, KS (316) 202-2025
REMIT TO:
 1 COMPOUND DR. HUTCHINSON, KS 67502

PROPOSAL

Proposal #: 44224

Proposal Date: 03/03/21
Customer #: 1518
Page: 2 of 3

TERMS AND CONDITIONS

1. Upon default in the payment of any sums herein agreed, Luminous Neon, Inc. may, at its option, declare the entire balance price fully due and payable without further notice to customer; and when declared, customer agrees to pay interest on said balance, when declared due at the rate of 1.2% per month. Customer further agrees to pay all reasonable costs of collection of said balance incurred by the company, including attorney's fees.
2. Both parties hereto agree that the title to said electrical sign shall remain in the company until paid for in full, but after delivery to the customer all damage from fire or other causes after said delivery shall be assumed by said customer and will not affect the rights of the company to enforce of the purchase price then unpaid.
3. It is further agreed by both parties that all provisions in regard to the project are contained in writing herein.
4. All terms and conditions of this contract shall be binding upon any successors, assignees or other legal representatives of the respective parties but no assignment shall be made by the customer without the consent in writing by the company unless full payment of the total consideration has been made.
5. Customer shall secure all necessary permits from the building owner, and/or others whose permission is required for the installation of the sign and said shall be liable for any obstruction of delivery due to delay in obtaining such permission, and if customer executes this contract of sales without ever obtaining permission from party or parties necessary for the installation of said sign, then he purchases same and is bound to the terms and conditions of this contract as though he had obtained said permission and he agrees to relieve the company from any liability for its failure within 10 days of delivery to erect or install said sign.
6. If this proposal is for an electrical display, customer agrees to provide electrical service of suitable capacity to location of display and make connection thereof to display.
7. All products manufactured by the company are guaranteed unconditionally against defective parts, materials and workmanship, with exception of incandescent and fluorescent lamps as they are never guaranteed.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY AN OFFICER OF THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: Nathan Haskell

DATE: _____

FOR THE CUSTOMER:

ACCEPTED BY: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

ACCEPTED BY OFFICER OF LUMINOUS NEON, INC.

DATE: _____

SIGNATURE: _____

TITLE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



HUTCHINSON, KS (620) 662-2363
 KANSAS CITY, KS (913) 780-3330
 LAWRENCE, KS (785) 842-4930
 TOPEKA, KS (785) 267-2625
 SALINA, KS (785) 823-1789
 DODGE CITY, KS (620) 227-2307
 WICHITA, KS (316) 202-2025
REMIT TO:
 1 COMPOUND DR. HUTCHINSON, KS 67502

DEPOSIT INVOICE

Invoice #: DP44224

Inv Date: 03/03/21
Customer #: 1518
Page: 3 of 3

SOLD TO:	JOB LOCATION:
CITY OF DODGE CITY 806 N. 2ND AVE ATTN. MELISSA MCCOY DODGE CITY KS 67801-0880	DODGE CITY RACEWAY PARK W. HWY 56 & 14TH AVE. DODGE CITY KS 67801 REQUESTED BY: Melissa McCoy

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Melissa McCoy		Nathan Haskell	01/26/21	50.0% Due Upon Receipt	08/01/21

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<p>QUOTE #36818 A-3: ENTRANCE SIGN (LED ELECTRONIC MESSAGE CENTER UPGRADE): Remove and dispose of the existing 6'h x 16' 4"w double-face 19mm electronic message center. (The existing 10'x12' top ID cabinet will need to be removed and set to the side as well). Furnish and install (1) all-new 5' 5"h x 16' 3"w double-face 16mm, 90x288 RGB full-color "WatchFire" electronic message center. Mount the sign in the same position as before on the existing 2-pole structure. Torch off 7" of the transition pipes running through the ID cabinet, so the existing ID sign still rests on top of the EMC cabinet when re-installed. (EMC height went from 6'h to 5' 5"h). Includes 5yr parts & labor warranty, Broadband wireless communications (with prepaid lifetime data plan), temp probe, grounding accommodations, programming software for customer's PC, setup, on-site software training, access to LN Help Desk, (5) static slides, and programmer retraining for 5yrs if needed. *THE CUSTOMER IS RESPONSIBLE FOR CONFIRMING THAT ADEQUATE POWER IS IN PLACE AT THE SIGN LOCATION (new EMC load = 46amps, 120v). *THIS ORDER QUALIFIES FOR A WATCHFIRE REBATE VALID UNTIL IN THE AMOUNT OF \$8,000. (THIS REDUCTION HAS BEEN APPLIED TO OUR QUOTE). *Nearby powerlines will need to be sleeved. *Priced as doing the EMC upgrade at the same time as the ID cabinet re-face.</p>	\$68,869.00	\$68,869.00
<p>TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***</p>			<p>----- \$68,869.00</p>

PLEASE PAY THIS DEPOSIT AMOUNT:	\$34,434.50
--	--------------------



CUSTOMER: DODGE CITY
RACEWAY PARK
NAME: MELISSA MCCOY
LOCATION: DODGE CITY, KS

DATE: 2/24/21
DESIGN NO.: NH-36818-2
ARTIST: JAH

SCALE: 3/16" = 1'

SPECIFICATIONS

• A-5: ENTRANCE SIGN (LED ELECTRONIC MESSAGE CENTER UPGRADE): REMOVE AND DISPOSE OF THE EXISTING 6'H X 16' 4"W DOUBLE-FACE 19MM ELECTRONIC MESSAGE CENTER. (THE EXISTING 10'X12' TOP ID CABINET WILL NEED TO BE REMOVED AND SET TO THE SIDE AS WELL). FURNISH AND INSTALL (1) ALL-NEW 6' 5"H X 16' 3"W DOUBLE-FACE 16MM, 108X288 RGB FULL-COLOR "WATCHFIRE" ELECTRONIC MESSAGE CENTER. MOUNT THE SIGN IN THE SAME POSITION AS BEFORE ON THE EXISTING 2-POLE STRUCTURE. ADD (2) 5" TRANSITION PIPE STUBS TO EXTEND THE POLES BY 5". (TO MAKE ROOM FOR THE ADDITIONAL 5" IN EMC HEIGHT; WENT FROM 6'H TO 6' 5"H).

-  PANTONE BLACK C
CMYK 0/0/0/100
-  PANTONE 7407C
CMYK 30/40/70/0
-  PANTONE WARM RED C
CMYK 0/80/100/0

APPROVED:

DATE:

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BEFORE



AFTER



All noted dimensions are approximate and may be modified slightly during manufacturing to allow proper component usage.



REFERENCES / EXAMPLES:

Western State Bank Expo

Danielle Crouch, Manager, 620-338-8284, drouch@fordcounty.net, 11333 Hwy 283, Dodge City, KS 67801
-16mm 90x216 (5' 5"x12' 3") double-face Watchfire LED electronic message center (\$54,751, November 2020)



Dodge City Community College

Dr. Harold Nolte, President, 620-225-1321, h nolte@dc3.edu, 2501 N. 14th, Dodge City, KS 67801
-16mm 90x180 (5' 5"x10' 3") double-face Watchfire LED electronic message center... (\$70,838.18, Sept 2019)



National Beef

Ron Bell, Project Manager, 620-338-4276, ron.bell@nationalbeef.com, 2500 E. Trail St., Dodge City, KS
-19mm 128x240 (8' 4"x16') single-face Watchfire LED electronic message center... (\$74,574.39, Sept 2015)





Memorandum

To: City Manager, Nickolaus Hernandez & City Commission

From: Parks & Facilities Director, Adam Lockard

Date: March 15, 2021

Subject: Memorial/Dedication Policy

Agenda Item: New Business

Recommendation: Staff recommends adding the Memorial/Dedication policy to protect the city for any current and future memorial or dedication requests within its parks and facilities.

Background: The City of Dodge City has lacked a policy to guide staff and the City Commission in the naming of City facilities, including buildings, support facilities, park sites and recreation facilities. As a result, City facilities have been named in honor of public officials and citizens without the benefit of a City Commission approved policy to guide the naming process. The development of a Policy/Procedure to guide the naming of City facilities is intended to enable the process to be applied in a fair, objective, and consistent manner.

Justification: The Parks and Facilities Department will periodically get requests for honoring, memorializing, and dedicating specific amenities, features, areas, landscaping, statues, murals, facilities, and structures to an individual or group. This policy will give the City Administration, Commissioners, and staff a process in approving any considerations for a Memorial or Dedication.

Financial Considerations: The Memorial/Dedication Policy will protect the city from all long-term expenses regarding upkeep, maintenance and repair on a memorial or dedication.

Purpose/Mission: To provide guidelines and procedures for the naming of City Parks, City Facilities and Specific Facilities in Parks or on City owned property.

Legal Considerations: Pending legal review

Attachments: Memorial/Dedication Policy



Memorial / Dedication POLICY

**City of Dodge City
806 N. 2nd Ave
Dodge City, KS 67801
(620) 225-8160**

Adopted February, 2021

**City of Dodge City
Naming Parks/Facilities Policy
Table of Contents**

1. Purpose.....	3
2. Background.....	3
3. Definitions.....	3
A. Parks/Park Sites/Strip Parks.....	3
B. City Buildings/Facilities.....	3
C. Recreation Facilities & Amenities.....	3
D. Support Facilities.....	3
4. Policy.....	3
5. Individual/Organization Naming.....	4
6. Dedications / Memorials.....	5
7. Plaques, Markers, and Memorials.....	6
8. Guidelines associated with Fundraising Campaigns.....	6
9. Nomination Process.....	6
10. Procedures.....	7
A. New Facilities.....	7
B. Existing Unnamed Facilities.....	8
C. Dedication/Memorial Placement Procedures.....	8
11. Renaming Parks/Facilities.....	8
12. Nomination Acceptance.....	9

1. PURPOSE

To provide guidelines and procedures for the naming of City Parks, City Facilities and Specific Facilities in Parks or on City owned property.

2. BACKGROUND

The City of Dodge City has lacked a policy to guide staff and the City Commission in the naming of City facilities, including buildings, support facilities, park sites and recreation facilities. As a result, City facilities have been named in honor of public officials and citizens without the benefit of a City Commission approved policy to guide the naming process. The development of a Policy/Procedure to guide the naming of City facilities is intended to enable the process to be applied in a fair, objective, and consistent manner.

3. DEFINITIONS

- A. Parks/Park Sites: Owned and managed by the City, used for public recreation purposes, and include developed and undeveloped park areas and designated openspace areas.
- B. City Buildings/Facilities: City owned facilities used to conduct City business. Buildings may include but are not limited to City Hall, Fire and Police Stations, Library, Medical Arts Facility, and meeting rooms.
- C. Recreation Facilities & Amenities: Facilities/amenities that could be located within a park or part of a facility. These include, but are not limited to athletic fields, gymnasiums, pavilion, meeting rooms, picnic shelters, tennis and basketball courts and playground equipment, golf course, recreation centers.
- D. Support Facilities: City owned facilities that are used to support field operations. Support facilities may include, but are not limited to, the Wastewater Treatment Facility, the Recycling Center and Parks Building.

4. POLICY

- A. The policy of the City is to name facilities in a manner that will provide an easy and recognizable reference for the City's customers. Therefore, naming options will always consider a name based on the facility's geographic location. However, the policy also establishes conditions for the consideration of naming options based on other factors.

- B. The City Commission finds public involvement essential in considering naming of public lands and facilities. It is the intent of this policy that Commission or Board meetings and individual citizen recommendations provide ample opportunity for citizen input prior to developing recommendations for City Commission consideration.
- C. No part of this policy shall conflict with any City ordinance, Code or other laws and regulations.
- D. The Parks and Facilities Board (or other subcommittee appointed by the City Commission) shall evaluate names of parks and facilities and shall make recommendations to the City Commission.
- E. Whenever possible, all City facilities will be named for their geographic location. The geographic location may be based on the identification of the facility with a specific place, neighborhood, major street, regional area of the City or the City itself if the facility is deemed to serve the entire community or the surrounding areas. A park, facility or specific facility may be named for the street it is adjacent to.
- F. Consideration of names for facilities may include a prominent form of topography, a prominent plant, bush or tree and historical precedent.
- G. Names with connotations which by contemporary community standards are derogatory or offensive shall not be considered.
- H. Names must be tasteful and non-controversial.
- I. The City Manager under the direction of City Commission may amend the naming procedures at any time to facilitate appropriate levels of citizen involvement.
- J. The City Commission shall have the final authority to approve names of Parks and other Facilities, and Dedication/Memorial Placement requests.

5. INDIVIDUAL/ORGANIZATION NAMING

The naming of City facilities in honor of individuals (Deceased or Living) or community organizations (Active or Non-active) may be considered under the following conditions:

- A. The individual, their family or a community organization has made exceptional contributions to the City, including, but not limited financial gifts, public service, dedications, contributions, etc.
- B. Effort should be made for a well-defined connection associated with the contributions of the individual or community organization and the City facility.
- C. The significance of the contribution from the individual/ organization needs to be evaluated in terms of the service impact of the City facility. Individual and organizations that have made contributions of regional or community wide significance may be considered for naming of facilities that serve the region or community. Individuals and organizations that have made contributions of area or neighborhood wide significance may be considered for naming of facilities that serve areas or neighborhoods within the City, including recreational facilities and amenities within City parks.

- D. The individual was/is a resident of the City of Dodge City, or has served in an elected political position representing the citizens of Dodge City to include the area comprising the Dodge City Unified School District for fifteen (15) years or more.
- E. The individual must not have been convicted of a felony.
- F. The person being memorialized died in the line of duty serving the City of Dodge City or the United States of America or died while performing a heroic act (e.g., saving the life of another person).
- G. Individual: (Deceased or Living) City will obtain and/or attempt to make contact for approval from family members of individuals recommended for having a park, facility or specific facility named in their honor.
- H. Organization: Active: Signed letterhead with approval from Board of Directors stating their approval for the naming of a park, facility, or specific facility.
Non-Active Organization: City Commission will have FINAL approval based on recommendations. Satisfying one or more of the eligibility criteria listed above does not assure a recommendation from the Parks and Facilities Board or City Commission approval.

6. DEDICATIONS / MEMORIALS

In addition to the naming of public facilities by using the criteria established, the City can provide for the recognition of individuals, either deceased or living, or organizations, active or non, by the placement of memorial objects (symbols); such as, living trees, public benches, rocks, memorial flagpoles, sculptures, etc., in public facilities, on public lands or parks. The approval, placement, and identification of these dedications will be at the discretion of the Parks and Facilities Board and the City Commission. Approval is subject to the following guidelines and conditions.

- A. Dedication or memorial plaques may not be placed in or on City facilities without Parks and Facilities Board recommendation and City Commission approval.
- B. The City will not be responsible for upkeep, repair or replacement of any dedication or memorial plaque whose placement was not initiated and placed by the City.
- C. Facilities or portions thereof may be dedicated in memory, or honor of, individuals, groups, or organizations. Dedications are encouraged to be in the form of facility improvements or enhancements.
- D. Dedication may be in recognition of an outstanding service, a donation or contribution to the facility or community.
- E. Dedication may be in memory of someone who has contributed to the facility or community.
- F. Any individual, family, group or organization sponsoring a dedication or memorial must provide sufficient funds to purchase, install, and maintain any plaque or other form of label associated with the recognition.
- G. The City will make every effort to preserve any dedication plaque or other dedicated object. If necessary, due to repair of surrounding areas, construction or redesign of a facility, the plaque or dedication object may be relocated. If the plaque or other

dedication object cannot continue to be reasonably maintained or after a period of ten (10) years, it may be removed by the City.

- H. If the dedication includes the gift of a tree or other plant the City will provide its regular standard of landscape care for the tree. If the tree does not survive, the City is not obligated to provide a replacement. If the dedication includes the gift of an object (e.g. bench, picnic table, play equipment), the City will provide its regular standard of care and maintenance for the object. If the object is damaged due to vandalism, becomes unusable due to age, wear, and tear or is stolen, the City is not obligated to replace or repair the object.
- I. The City and Parks and Facilities Department will have select options such as living trees, public benches, rocks, memorial flagpoles, sculptures, etc. to choose from for the memorial/dedication so it is in accordance with current themes and park/facility aesthetics.

7. PLAQUES, MARKERS, AND MEMORIALS

Plaques, Markers and Memorials that are requested to be located on City Property, a City Facility or on any City Premises, must follow the guidelines set below:

- A. Must be in accordance with City Standards. The location, size and writing on plaques require approval by the designated City Staff.
- B. Designed to blend with the compliment of the existing Park or Facility.
- C. Must be made of bronze or any other pre-approved material by the City of Dodge City.
- D. Each plaque, marker or memorial request will be reviewed by the City Manager or designee prior to submission to the Parks and Facilities Board

8. GUIDELINES ASSOCIATED WITH FUNDRAISING CAMPAIGNS

The naming of facilities in association with fundraising campaigns may be considered under the following conditions:

- A. Organizations affiliated with the City that desire to raise funds for a city sponsored project must receive a recommendation from the Parks and Facilities Board and receive final approval from the City Commission prior to attaching naming opportunities to the fundraising campaign.
- B. Organizations conducting fundraising campaigns with naming opportunities attached must immediately notify City staff when a naming proposal is under consideration to facilitate an administrative review.
- C. Naming proposals that promote alcohol, tobacco products or political organizations will not be considered.
- D. Acceptance of a naming proposal by an organization conducting a fundraising campaign must be considered “conditional pending” until a review and recommendation by the Parks and Facilities Board and a FINAL approval by the

9. NOMINATION PROCESS

All requests to the Parks and Facilities Board and City Commission, including those developed by City or Agency Staff for naming of City lands and facilities, must be submitted to the office of the City Clerk and contain detailed justification for the request.

- A. The detailed request will provide at minimum name and accomplishments of individual, the individuals contribution to the community and any drawing, sketch or architectural rendering of the proposed memorial.
- B. The City Clerk will transmit the request and supporting documents to the Parks and Facilities Board for review. If applicable, a public hearing, as outlined in this policy, will take place before a recommendation is made to the Commission.
- C. After action has been taken on the nomination by the Parks and Facilities Board, the recommendation will be sent back to the City Clerk to be placed on the City Commission agenda.
- D. The Clerk will notify the petitioner of the date for Commission consideration and/or the subsequent action by City Commission.
- E. This process does not apply to the naming of streets which will continue to be processed through the Planning and Zoning Commission.

10. PROCEDURES

- A. New Facilities

****A temporary name can be designated by Parks and Facilities Board Members for identification during the “waiting period” of acquisition and/or development of the park area or facility and the formal naming process.**

****This policy will still allow naming of the park contests to be held through various means that have prior approval of the Parks and Facilities Board.**

1. Working in cooperation with the Parks and Facilities Department, individuals, groups, and organizations interested in proposing a name for a new un-named park area or facility must do so in writing. The proposal shall be presented to the City Clerk for consideration by the Parks and Facilities Board.
2. The Parks and Facilities Board will seek input on a name request at the regular monthly meeting and will allow 30 days following their meeting for public comment.

3. A notice of naming a facility will be published in the official Dodge City newspaper and posted on the city website to offer a chance for citizen comment.
4. The Parks and Facilities Board will act on each request made, and if approved, will forward to the City Commission for approval following the 30 days for public comment.
5. Only approvals of a proposed name for a facility will be forwarded to the City Commission.

B. Existing Unnamed Facilities

1. Working in cooperation with the Parks and Facilities Department, individuals, groups, and organizations interested in proposing a name for an existing unnamed park area or facility must do so in writing. This proposal shall be presented to the City Clerk for consideration by the Parks and Facilities Board.
2. At a minimum, a written request with the proposed memorial dedication must be provided. Additional information can also be provided.
3. The Parks and Facilities Board will seek input on a name request at the regular monthly meeting and will allow 30 days following their meeting for public comment.
4. A notice of naming a facility will be published in the official Dodge City newspaper and posted on the city website for citizen comment.
5. The Parks and Facilities Board will act on each request made, and if approved, will forward to the City Commission for approval following the 30 days for public comment.
6. Only approvals of a proposed name for a facility will be forwarded to the City Commission.

C. Dedication/Memorial Placement

1. Working in cooperation with the Parks and Facilities Department, individuals, groups, and organizations interested in proposing to place a dedication or memorial in any park area or facility must do so in writing. This proposal shall be presented to the City Clerk for consideration by the Parks and Facilities Board.
2. At a minimum, a written request with the proposed name and the individual's contributions must be made. Additional information (photos, brochures, area map, drawings, etc.) are highly recommended.
3. The Parks and Facilities Board will consider each application for a dedication/memorial placement request at the regular monthly meeting.
4. The Parks and Facilities Board will act on each request made, and if approved, will forward to the City Commission for approval.
5. Only approvals of a proposed dedication/memorial placement will be forwarded to the City Commission.

11. RENAMING PARKS/FACILITIES

The renaming of parks and facilities will be strongly discouraged and can only be initiated upon City Commission approval. If considered, critical examination will be conducted to insure that renaming the park or facility will not diminish the original justification for the name or the prior contributors. Renaming will follow the same procedures as outlined in sections 10 (A) and (B) but must also be accompanied by a petition from the park or facility users as well as the residents surrounding the area.

Only parks and facilities named for geographic location, outstanding feature or subdivision should be considered for renaming. Parks that have been named by deed restriction shall not be considered for renaming.

Parks and facilities named after individuals shall never be changed unless it is found that because of the individual's character the continued use of their name would not be in the best interest of the community.

If it is found that the memorial/dedication policy has been violated by false representation, questionable character choices, legal matters, and any other situation that would represent the City of Dodge City in an unreasonable or unethical manner, the City Manager and City Commissioners have the right to remove any memorial/dedication and the naming rights in its entirety.

Park sponsorship is a different agreement and will have a separate process for approval.

12. NOMINATION ACCEPTANCE

Any nomination received will be forwarded to the Parks and Facilities Board within thirty (30) days after receipt of a completed nomination request.

Any questions regarding this policy and procedures should be directed to:

**Dodge City Hall
801 N. 2nd Ave
Dodge City, KS 67801
Phone (620) 225-8100**