

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, October 4, 2021

7:00 p.m.

MEETING #5193

Public is welcome although seats are limited for social distancing; or you can view as follows:

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.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY Jay Morford of Oasis Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes September 20, 2021
2. Approval of City Commission Meeting Minutes September 20, 2021
3. Appropriation Ordinance No.19, October 4, 2021;
4. Approval of Change Order #1 for Casa Del Rio, Phase 1 Street Work.
5. Approval of Addendum to Boot Hill Museum Memorandum of Understanding.
6. Approval of Resolution No. 21-360 adopted by the City of Wichita, Kansas on September 14, 2021 declaring an intend to issue its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.).

ORDINANCES & RESOLUTIONS

Resolution No. 2021-25: A Resolution of Support by the Mayor and City Council of the City of Dodge City for Expansion of Amtrak Passenger Rail Service in Oklahoma and Kansas. Report by Assistant City Manager/Legislative Affairs, Ernestor De La Rosa.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the Replat for Catalon Addition Unit 1. Report by, Planning & Zoning Administrator, Nathan Littrell.
2. Approval of Amendment Agreement #2 for Downtown Street Scape Design & Inspection. Report by Director of Engineering, Ray Slattery.
3. Approval of Building Solutions, LLC to be the Construction Manager at Risk for the Downtown Street Scape Construction. Report by Director of Engineering, Ray Slattery.
4. Approval for Master Service Agreement for Airport Consultant. Report by Public Works Director, Corey Keller.
5. Approval of Bids for the Purchase of a Mobile Loading Dock for CREW. Report by Public Works Director, Corey Keller.
6. Approval of the City Employee Advisory Committee (CEAC) Bylaws. Report by Assistant City Manager/Legislative Affairs, Ernestor De La Rosa.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION STUDY SESSION MINUTES

City Hall Commission Chambers

Monday, September 20, 2021

6:30 p.m.

CALL OR ORDER

WORK SESSION

Presentation of 2021 Audited Financial Statement was presented by auditor for the city John Hendrickson of Kennedy McKee & Company LLP.

ADOURNMENT

Mayor Rick Sowers made a motion to adjourn the meeting. Commissioner Blanca Soto seconded the motion. The motion carried 4 – 0.

ATTEST:

Mayor

City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, September 20, 2021

7:00 p.m.

MEETING #5192

Public is welcome although seats are limited for social distancing; or you can view as follows:

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.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

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

INVOCATION by

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Rick Sowers made a motion to add to the agenda under ordinances and resolutions, Ordinance No. 3764. Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 0.

PETITIONS & PROCLAMATIONS

Mayor Rick Sowers read the Hispanic Heritage Month Proclamation and proclaimed September 15 thru October 15, 2021 as Hispanic Heritage Month urge all residents to join in this observation.

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 Meeting Minutes September 7, 2021.
2. Appropriation Ordinance No.18, September 20, 2021.
3. Cereal Malt Beverage License:
 - a. Mariscos Nayarit, 506 N. 2nd Avenue.
4. Approve Change Order #2 for the Barbara Lane Extension Project.
5. Approval of Hennessey Hall Lease Agreement with Kansas Department of Commerce.
6. Approval of Hennessey Hall Lease Agreement with Prairie Independent Living.

7. Approval of Hennessey Hall Lease Agreement with First Step Counseling, LLC.

Commissioner Joseph Nuci moved to approve the consent calendar as presented. Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3762: An Ordinance amending and adopting revisions to Chapter IV, Building and Construction, of the Dodge City Code: and amending Ordinances No. 3526 & 3553 of the City of Dodge City: adopting building and property maintenance codes by reference and providing for the issuance of permits and the collection of fees for said permits: providing for licensing of contractors and trades and providing for penalties for the violation of the provisions of the ordinance was approved on a motion by Commissioner Brian Delzeit. Commissioner Blanca Soto seconded the motion. The motion carried 4 - 0.

Ordinance No. 3763: An Ordinance of the governing body of the City of Dodge City, Kansas establishing a Rural Housing Incentive District within the city and adopting a plan for the development of housing and public facilities in such district, and making certain findings in conjunction therewith (Milstock Addition was approved on a motion by Commissioner Blanca Soto. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

Ordinance No. 3764: An Ordinance rescinding the election of the City of Dodge City, Kansas to come under the provisions of the Kansas Public Employer-Employee Relations Act, K.S.A. 75-4321 ET SEQ. was approved on a motion by Commissioner Brian Delzeit. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

Resolution No. 2021-24: A Resolution by the City of Dodge City, Kansas, modifying the schedule of fees for services, licenses, permits and programs for building permits, subdivision and zoning activities was approved on a motion by Commissioner Blanca Soto. Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Joseph Nuci made a motion to approve the quote in the amount not to exceed \$1,235,158.34 from Tatro Plumbing Co, Inc./Underground Specialists for infrastructure improvements for the Milstock addition Sub-Division. Commissioner Blanca Soto seconded the motion. The motion carried 4 - 0.
2. Commissioner Rick Sowers made a motion to approve the quote in the amount of \$36,29.03 form Victory Electric to install 3 LED Street Lights for Milstock Addition Sub-Division. Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 0.

3. Commissioner Blanca Soto made a motion to approve the rejection of bids for 2nd Ave. Bridge & RCB Repairs. Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 0.
4. Commissioner Joseph Nuci made a motion to approve the quote in the amount of \$ 37,214 from JCI Industries for a replacement of a Feed Motor for Warrior Project. Commissioner Brian Nuci seconded the motion. The motion carried 4 - 0.
5. Commissioner Brian Delzeit made a motion to approve the bids in the amount of \$31,914.50 from Conant Construction for improvements to Hennessey Halls west end of the ground floor and \$87,663.79 for the east end of the ground floor and rejecting the bid of \$10,899.85 for the west end of the ground floor. Commissioner Blanca Soto seconded the motion. The motion carried 4 - 0.
6. Commissioner Blanca Soto made a motion to accept the 2020 Audited Financial Statement. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.
7. Commissioner Brian Delzeit made a motion to approve the 2022 Budget. Commissioner Blanca Soto seconded the motion. The motion carried 4 - 0.

OTHER BUSINESS

EXECUTIVE SESSION

At 8:15 pm Commissioner Brian Delzeit made a motion that the City Commission recess into executive session pursuant to the preliminary discussions relating to the acquisition of real property, exception found in K.S.A. 75-4319(b) (6). Commissioner Rick Sowers seconded the motion. The motion carried 3 - 0. The meeting will reconvene in 10 minutes at 8:25 pm. The session will include Commissioners with Commissioner Joseph Nuci being excluded, City Manager, Nick Hernandez and City Attorney, Brad Ralph, the commission will take no action upon returning to the open session and prior to adjournment.

The open meeting reconvened at 8:25.

ADJOURNMENT

Commissioner Rick Sowers made a motion to adjourn the meeting. Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: September 23, 2021
Subject: Change Order #1, Casa del Rio – Phase I – Street Work, PL 2004
Agenda Item: Consent Calendar

Recommendation: Approve Change Order #1 for Casa del Rio, Phase I, Street Work for an increase in the amount of \$3,752.50.

Background: The Casa del Rio, Phase I, Street Work was approved in March of 2021. During the project some changes were made. The biggest change was the need to remove some additional pavement on Pheasant St. to make the tie-in work with the plan elevations. Additional Pavement Excavation, Removal of Existing Curb & Gutter, 7" Concrete Pavement (NRDJ), and 30" Standard Curb & Gutter was needed to make this change to complete the proper tie-in. Removal of the Existing Storm Sewer was decreased; because the RCP under the roadway was allowed to remain in place.

Justification: This change order provided the necessary work to complete the sub-division street infrastructure installation.

Financial Considerations: Change Order #1 is for an increase of \$3,752.50. Funding will be from RHID program. The project was \$3,752.50 over the contract amount or 0.82%.

Purpose/Mission: The completion of this project aligns with the City's Core Value of Ongoing Improvement and Safety.

Legal Considerations: By approving the Change Order from Building Solutions, the contract dollar amount will be amended.

Attachments: Change Order #1

CITY OF DODGE CITY

Change Order

CONTRACT FOR: Casa Del Rio - Phase 1- Streets

PROJECT NUMBER: PL 2004

CONTRACTOR: Building Solutions

REQUEST NUMBER: 1

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
Pavement Excavation	S.Y.	100	180	80	\$ 33.25		\$ 2,660.00
Remove Existing Curb & Gutter	L.F.	485	525	40	\$ 6.00		\$ 240.00
7" Concrete Pavement (NRDJ)	S.Y.	2854	2862	8	\$ 51.00		\$ 408.00
30" Standard Curb & Gutter	L.F.	2693	2723	30	\$ 28.50		\$ 855.00
6" Concrete Driveway	S.Y.	93	104	11	\$ 69.50		\$ 764.50
Remove Existing Storm Sewer	L.S.	1	0.75	-0.25	\$ 4,700.00		\$ (1,175.00)
NET INCREASE							\$ 3,752.50

RECOMMENDED FOR APPROVAL:

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

Ray Slattery, P.E.
Director of Engineering Services

Contractor: Building Solutions

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: Nickolaus Hernandez, City Manager and City Commission

From: Melissa McCoy, Assistant City Manager/Public Affairs

Date: October 4, 2021

Subject: Approval of Addendum to Boot Hill Museum Memorandum of Understanding

Agenda Item: Consent Calendar

Recommendation: Staff recommends approval of the addendum to the Memorandum of Understanding (MOU) with the City of Dodge City (“City”) and Boot Hill Museum (“Boot Hill”) for an extension of the MOU.

Background: Boot Hill Museum has identified a need with the increased numbers of patrons as well as increased numbers of events to offer a larger venue space for the nightly dinner, show and other special events not only during their season but also year round. Their intention is to expand and make improvements to the ground floor of the Great Western Hotel to meet these needs. The Museum is requesting that their existing loan for expansion from the STAR Bonds project be extended to utilize the existing funding to help pay for this project. In addition, they will be applying for grants and other funding resources to help pay for the project and to repay the loan.

Justification: The City Commission approved the current MOU for financing for the interior exhibit space and previously authorized expenses beyond the available STAR Bonds proceeds. The City will issue temp notes to cover the cash expenses while Boot Hill collects the pledged and donated funds and grants.

Financial Considerations: If approved the City will extend the existing loan with Boot Hill Museum. The original loan was for \$850,000 and \$478,000 of those funds are remaining. The loan will need to be paid within 7 years of the issuance of the temporary notes. The interest rate for the loan will be dependent on the interest rate for the temporary notes upon issuance. If the Museum is unable to complete the loan payments and interest within the period of this agreement, the monies will be deducted from the additional 2 percent transient guest tax that the museum receives.

Legal Considerations:

The City Attorney prepared the Addendum and does not have any concerns and the Boot Hill Museum Board of Directors has approved it.

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

Attachments:

Addendum Boot Hill Museum MOU
Boot Hill Museum Financing MOU

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM is to the Memorandum of Understanding dated March 3, 2021, by and between the City of Dodge City, Kansas (“the City”) and Boot Hill Museum, (the “Museum”) (collectively the “Parties”).

IN CONSIDERATION of the provisions stated in said Memorandum of Understanding and the provisions contained herein, the Parties agree as follows:

1. The Museum agrees to pay the loan within seven (7) years of the issuance of the temporary notes rather than the original agreement of three (3) years.
2. The Museum agrees that if the loan and interest are not paid within this new timeframe of four (4) years, funds for the repayment may and will be deducted from the additional two percent (2%) transient guest tax that the Museum receives from the City.

All other terms and provisions of the Memorandum of Understanding dated March 3, 2021 shall remain in effect without modification.

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

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

by: _____
Rick Sowers, Mayor

ATTEST:

by: _____
Connie Marquez, City Clerk

DATED this ____ day of October 2021.

Boot Hill Museum, Inc.

by: _____
_____, President

DATED this ____ day of October, 2021.

February 26, 2020

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

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

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

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

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

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

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

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

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

February 26, 2020

THE CITY AGREES TO:

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

THE MUSEUM AGREES TO:

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

THE PARTIES AGREE:

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

February 26, 2020

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



CITY OF DODGE CITY, KANSAS
a Municipal Corporation

by: Joyce Warshaw
Joyce Warshaw, Mayor

ATTEST:

by: Connie Marquez
Connie Marquez, City Clerk

DATED this 3rd day of March, 2020.

Boot Hill Museum, Inc.

by: Dean Brubaker
_____, President

DATED this 3rd day of March, 2020.



City Manager's Office

September 15, 2021

City Commission
City of Dodge City
806 N 2nd Avenue
P.O. Box 880
Dodge City, Kansas 67801-0880

Re: Not to Exceed \$200,000,000
City of Wichita, Kansas
Health Care Facilities Revenue Bonds
(Presbyterian Manors, Inc.)

Attached is a copy of Resolution No. 21-360 (the "Resolution") adopted by the City Council of the City of Wichita, Kansas, on September 14, 2021, declaring an intent to issue its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), in an aggregate principal amount of not to exceed \$200,000,000 (the "Bonds") pursuant to K.S.A. 12-1740 *et seq.* and K.S.A. 10-116a (collectively, the "Act") to provide funds to: (a) refund all or a portion of the City of Wichita, Kansas Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV-A, 2013 and Series IV-A, 2014 (collectively, the "Refunded Bonds"); and (b) to finance the acquisition, construction and equipping of improvements to senior living and health care facilities located within the State of Kansas operated by Presbyterian Manors, Inc. (collectively, the "Project"). One of the facilities financed by the Refunded Bonds and potentially constituting a portion of the Project is located within the City of Dodge City, Kansas (the "City"). The Resolution is provided pursuant to a portion of the Act (K.S.A. 12-1741a) for consideration and approval by the City Commission. Approval may be affirmatively made by action of the City Commission, or will be deemed made if the City Commission fails to disapprove the issuance of the Bonds within seven business days after its next regular meeting following receipt of this request. Attached hereto is a form of Certificate of City Clerk acknowledging receipt of this letter and Resolution and evidencing action or in-action by the City Commission of the City.

The Bonds are special obligations of the City of Wichita payable only from rental payments to be made by Presbyterian Manors, Inc. and shall not be an obligation payable in any manner of the City or the City of Wichita.



CITY OF WICHITA, KANSAS

Karen Sublett, City Clerk

Office of Urban Development

Enclosure

City Hall • 13th Floor • 455 North Main • Wichita, Kansas 67202

T 316.268.4237 F 316.858.7890

www.wichita.gov

**CERTIFICATE OF CITY CLERK
CITY OF DODGE CITY, KANSAS**

STATE OF KANSAS)
)SS:
COUNTY OF FORD)

The undersigned, City Clerk for the City of Dodge City (the "City"), hereby certifies in connection with the issuance by the City of Wichita, Kansas ("Wichita") of its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.) (the "Bonds"):

The City Clerk, on behalf of the City Commission, received on September __, 2021, a written request from the Wichita City Clerk, submitted pursuant to K.S.A. 12-1741a, to approve adoption of Resolution No. 21-360 (the "Resolution") adopted by the City Council of the City of Wichita, Kansas, on September 14, 2021 regarding the issuance of the Bonds.

1. The undersigned transmitted a copy of the Resolution to the City Commission of the City (the "Governing Body").
2. The next regular meeting of the Governing Body following receipt of the Resolution was held on September 20, 2021.
3. Please select the appropriate action:
 - The Governing Body approved the issuance of the Bonds at such meeting.
 - No action was taken by the Governing Body at such meeting to approve or disapprove the issuance of the Bonds and no written notice specifically disapproving the issuance of the Bonds was delivered by the City Clerk to the Wichita City Clerk within seven business days after such meeting.
 - The Governing Body disapproved the issuance of the Bonds at such meeting and a written notice of such disapproval was delivered by the City Clerk to the Wichita City Clerk within seven business days after such meeting.

Signed this ____ day of _____, 2021.

City Clerk, City of Dodge City, Kansas

(SEAL)

RESOLUTION NO. 21-360

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING HEALTH CARE FACILITIES REVENUE BONDS FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF SENIOR LIVING AND HEALTH CARE RELATED FACILITIES; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

WHEREAS, the City Council (the "Governing Body") of the City desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* and K.S.A. 10-116a (collectively, the "Act"), the City is authorized to issue revenue bonds for such purposes and to issue revenue bonds for the purpose of refunding such bonds; and

WHEREAS, pursuant to the provisions of the Act, the City has heretofore issued multiple series of health care facilities revenue bonds for the purpose of financing or refinancing the acquisition, construction, renovation and equipping of a senior living and health care facility and corporate office facility (collectively, the "Wichita Facilities") located within the corporate limits of the City for the benefit of Presbyterian Manors, Inc., a Kansas not for profit corporation (the "Corporation"); and

WHEREAS, the City has, pursuant to K.S.A. 12-2901 *et seq.*, as amended (the "Interlocal Cooperation Act"), previously entered into interlocal cooperation agreements with the cities of Arkansas City, Clay Center, Dodge City, Emporia, Ft. Scott, Lawrence, Newton, Parsons, Salina, and Topeka, Kansas (the "Participants") for the purpose of acting as issuer of health care facilities revenue bonds for the purpose of financing or refinancing the acquisition, construction, renovation and equipping of senior living and health care facilities located within the city limits of the Participants (collectively, the "Participant Facilities"); and

WHEREAS, the City has heretofore issued its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV-A, 2013 and Series IV-B, 2013 (collectively, the "Series 2013 Bonds"), the proceeds of which were used to: (a) acquire, construct, improve, equip, reimburse or refinance the costs of improvements to the Wichita Facilities and certain of the Participant Facilities; and (b) refund certain of the City's then outstanding revenue bonds previously issued for the benefit of the Corporation; and

WHEREAS, the City has heretofore issued its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV-A, 2014 (the "Series 2014 Bonds"), which were issued to acquire, construct, improve, equip, reimburse or refinance the costs of improvements to the Wichita Facilities; and

WHEREAS, the City has heretofore issued its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series I, 2018 (the “Series 2018 Bonds”), the proceeds of which were used to: (a) acquire existing senior living and health care facilities located in the City of Olathe, Kansas (the “Olathe Facility”); (b) refund and refinance revenue bonds issued by the City of Olathe, Kansas for the Olathe Facility; and (c) construct, improve, equip, reimburse or refinance the costs of improvements to the Olathe Facility, the Wichita Facilities and certain of the Participant Facilities; and

WHEREAS, the City has heretofore issued its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series III, 2019 (the “Series 2019 Bonds”), the proceeds of which were used to: (a) refund a portion of the Series 2013 Bonds and Series 2014 Bonds; and (b) construct, improve, equip, reimburse or refinance the costs of improvements to the Wichita Facilities, the Olathe Facility and certain of the Participant Facilities; and

WHEREAS, the Wichita Facilities, the Participant Facilities and the Olathe Facility (collectively, the “Facilities”) are leased by the City to the Corporation; and

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, for the purpose of providing funds to: (a) refund all or a portion of the Series 2013 Bonds and Series 2014 Bonds (collectively, the “Refunded Bonds”); and (b) to finance all or a portion of the acquisition, construction and equipping of improvements to the Wichita Facilities and potentially to all or a portion of the other Facilities (collectively, the “Project”).

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

Section 1. Public Purpose. The Governing Body hereby finds and determines that the Project and the refinancing of the debt represented by the Refunded Bonds will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the Project and the refinancing of the Refunded Bonds and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$200,000,000 (collectively, the “Bonds”) to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Corporation’s written acceptance of a Letter of Intent containing the City’s conditions to the issuance of the Bonds (the “Letter of Intent”) in accordance with the City of Wichita/Sedgwick County Economic Development Guidelines (the “Guidelines”); (b) the successful negotiation and sale of the Bonds to a purchaser or purchasers to be determined by the Corporation and acceptable to the City (the “Purchaser”), which sale shall be the responsibility of the Corporation and not the City; (c) the receipt of the approving legal opinion of Gilmore & Bell, P.C. (“Bond Counsel”) in form acceptable to the City, the Corporation and the Purchaser; (d) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (e) the commitment to and payment by the Corporation or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the “Sales Tax Act”), particularly K.S.A. 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore and compliance with State Department of Revenue procedures and guidelines. In the event that the Bonds are not issued for any reason, the Corporation will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 5. Reliance by Corporation; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Corporation may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that such expenditures incurred prior to the issuance of the Bonds are at the risk of the Corporation that the Bonds will actually be issued. Proceeds of Bonds may be used to reimburse the Corporation for such expenditures made not more than 60 days prior to the date this Resolution is adopted, and as provided by §1.150-2 of the U.S. Treasury Regulations. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Corporation.

Section 6. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Corporation. After compliance with the provisions of the Letter of Intent by the Corporation has been demonstrated, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Corporation for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 7. Further Action. The Mayor, City Clerk and other officials, employees and agents of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; (b) cooperate with the Corporation in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; (c) providing for timely notification to the Trustee for the Refunded Bonds to call such bonds for redemption on such permitted redemption date as the Corporation shall request in writing; (d) cooperate with the Corporation to maintain any *ad valorem* property tax exemption for the Facilities which is consistent with the Corporation’s charitable purposes, and execute such documents in connection therewith as are approved by the City Attorney; and (e) dissemination of this Resolution or other notices as may be required by the Act.

Section 8. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2023, unless extended by affirmative vote of a majority of the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas, on September 14, 2021.

(SEAL)

/s/ Brandon J. Whipple
Brandon J. Whipple, Mayor

ATTEST:

/s/ Karen Sublett
Karen Sublett, City Clerk

APPROVED AS TO FORM:

/s/ Jennifer Magana
Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on September 14, 2021, as the same appears of record in my office.

DATED: September 14, 2021.

/s/ Karen Sublett
Karen Sublett, City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]



Memorandum

To: City Manager and City Commissioners
From: Ernestor De La Rosa, Assistant City Manager/Legislative Affairs
Date: October 4th, 2021
Subject: Resolution 2021-25
Agenda Item: Ordinances and Resolutions

Recommendation: Staff recommends approval of Resolution No. 22021-25 a resolution of support by the Mayor and City Commission of the City of DODGE CITY for expansion of Amtrak Passenger Rail service in Oklahoma and Kansas.

Background: The City of Dodge City supports enhanced passenger and freight rail service in Kansas. In particular, the City strongly supports the continuation of Amtrak passenger rail service along the Southwest Chief line, which operates between Chicago and Los Angeles. Dodge City is lucky to have a stop at along the Southwest Chief line, which brings enormous possibilities and the benefits to our community. Over the years, the City of Dodge City has been a partner and continues to collaborate with BNSF, Amtrak, three State governments, numerous of local governments and grassroots groups to reinvest in infrastructure to preserve this critical passenger service via the Southwest Chief.

Justification: As Dodge City continues to encourage State and Federal funding to preserve this needed transportation link to access the southwestern region of the State, we believe that the Heartland Flyer extension complements the Southwest Chief line and is likely to result in an increase of passengers and bring along opportunities for full funding for maintenance and infrastructure.

Financial Considerations: Match for Return on Invest Study by IPSR (Institute for Policy & Social Research), Kansas University in the amount of \$750.

Purpose/Mission: Together we value progress, growth, and new possibilities by providing and preparing for the community's future.

Legal Considerations: The City Attorney has reviewed and approved Ordinance No. 3764.

Attachments: Resolution 2021-25.

Resolution No. 2021-25

A RESOLUTION OF SUPPORT BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DODGE CITY FOR EXPANSION OF AMTRAK PASSENGER RAIL SERVICE IN OKLAHOMA AND KANSAS

WHEREAS, AMTRAK has released the AMTRAK CONNECTS US plan to grow rail service across America, and

WHEREAS, this 2035 VISION identifies expansion and enhancement of corridor routes that offers economically viable, frequent, reliable, and sustainable passenger train service, and,

WHEREAS, the 2035 Vision proposes adding 160 additional communities to the national rail network, and,

WHEREAS, Amtrak currently has the national capabilities and expertise in place to operate these new routes, and,

WHEREAS, Amtrak has identified an Extension of the Heartland Flyer as an economically viable train for a connection with the Southwest Chief at Newton, Kansas, that will improve the performance of the national network, and,

WHEREAS, economic analysis from Kansas University and Texas Transportation Institute have shown that an Extension of the Heartland Flyer would have a positive return on investment and a positive impact on the Kansas economy at both the state and local levels, and,

WHEREAS, an Extension of the Heartland Flyer between Oklahoma City, Oklahoma and Newton, Kansas would add the cities of Edmund, Guthrie, Perry, Ponca City, Arkansas City, Wichita, and Newton to the schedule, and,

WHEREAS, the development of a Northern Flyer train between Fort Worth, Texas and Kansas City, Missouri would qualify as a second-round trip frequency for the route, and,

WHEREAS, advance planning, study and development has already been accomplished, and,

WHEREAS, Amtrak has proposed 100% funding for the capital costs required for new corridor development, and,

WHEREAS, at least one independent study has been completed that determined the interest on the part of Kansas citizens for extending Amtrak passenger rail service from Oklahoma City, Oklahoma to Newton, Kansas; and,

WHEREAS, Departments of Transportation in Kansas and Oklahoma require evidence of community commitment for passenger rail service improvements, and,

WHEREAS, Amtrak has stated the urgent need in Congressional offices of demonstrated community desire of federally funded passenger rail service to be included in the Surface Transportation Reauthorization Act, and,

WHEREAS, the Departments of Transportation of Kansas and Oklahoma are currently updating State Rail Plans, and the Kansas Department of Transportation is updating a Service Development Plan for passenger rail, and, developing a Long-Range Transportation Plan, and,

WHEREAS, the Kansas State Senate passed SR 1767 supporting a Heartland Flyer Extension, and a Northern Flyer second frequency, and fully funded maintenance of the Southwest Chief in 2021, and,

WHEREAS, the Kansas State House of Representatives passed 6017 supporting a Heartland Flyer Extension, a Northern Flyer second frequency, and fully funded maintenance of the Southwest Chief in 2021, and

WHEREAS, the Oklahoma State Senate and House of Representatives passed HCR 1003 supporting a Heartland Flyer Extension, a Northern Flyer second frequency, and fully funded maintenance of the Southwest Chief in 2021, and

NOW, THEREFORE, IN CONSIDERATION OF THE AFORESTATED PREMISES, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS that;

SECTION ONE: THE CITY OF DODGE CITY endorses the inclusion of federal funding for the Extension of Amtrak’s Heartland Flyer between Oklahoma City, Oklahoma to Newton, Kansas to be included in the Surface Transportation Reauthorization Bill.

SECTION TWO: THE CITY OF DODGE CITY endorses federal funding for the Amtrak Northern Flyer second frequency between Kansas City, Missouri and Fort Worth, Texas to be included in the Surface Transportation Reauthorization Bill.

SECTION THREE: THE CITY OF DODGE CITY endorses federal funding for full maintenance of the entire existing route of the Southwest Chief to be included in the Surface Transportation Reauthorization Bill.

SECTION FOUR: THE CITY OF DODGE CITY urges full Congressional funding and passage of the Surface Transportation Reauthorization Bill that includes funding for Amtrak’s Vision 2035.

SECTION FIVE: THE CITY OF DODGE CITY appeals for clearly identified inclusion of the Heartland Flyer Extension, Northern Flyer development and a fully funded Southwest Chief in the Kansas State Rail Plan, and the Kansas 2045 Long Range Transportation Plan.

SECTION SIX: THE CITY OF DODGE CITY urges the Kansas Department of Transportation to form a multi-state planning and development task force specifically for the build-out of this corridor.

SECTION SEVEN: This Resolution will be in full force and effect from its date of passage by the City Council of The CITY OF DODGE CITY, Kansas.

BE IT FURTHER RESOLVED THAT COPIES OF THIS RESOLUTION SHALL BE SENT TO:

**Representative Ron Estes
Senator Roger Marshall
Senator Jerry Moran
Senator Ron Ryckman
Representative Brad Ralph
Mr. Derrick James, Amtrak Government Affairs – Midwest Region
Mr. Todd Stennis, Amtrak Government Affairs – South Region
Governor Laura Kelly
Secretary of Transportation, Kansas Julie Lorenz
Secretary of Transportation Pete Buttigieg**

PASSED AND RESOLVED: By the Governing Body of the City of DODGE CITY, Kansas this

_____ day of _____, 2021.

Rick Sowers, Mayor

OFFICIAL SEAL

Connie Marquez, City Clerk

APPROVED AS TO FORM:

Brad Ralph, City Attorney



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: October 4, 2021
Subject: Catalon Addition Unit 1 Plat
Agenda Item: New Business

Recommendation: The Planning Commission met on September 14, 2021 to review and recommend approval of this replat. It is also City staff's recommendation to approve this plat.

Background: The applicant wishes to divide this property into smaller lots to allow for single-family residential development. The property was rezoned to R-2 Residential Medium Density on July 13, 2021. There is currently one house located on this property with the rest remaining undeveloped.

Justification: This plat does round off the street right-of-way where Crawford Ave. meets Minneola Rd. This allows for better alignment of driveways coming off of the street. The proposed plat meets all of our zoning regulations, subdivision regulations and is consistent with the City Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: Approving this plat will encourage and support growth and development in our community.

Legal Considerations: None

Attachments: Plat Application, Map, Plat

CITY OF DODGE CITY
APPLICATION FOR PLAT APPROVAL

Section No. 36 Subdivision Case No. 21-13
Township No. 26S Date Filed 9/1/21
Range No. 25W

I. Name of Subdivision Catalon Addition Unit 1

II. General Location _____

III. Name of Property Owner Francisco catalon
Address 401 Beech St. Dodge City, KS 67801
Phone _____

IV. Name of Agent N/A
Address _____
Phone _____

V. Name of Surveyor Tim Sloan
Address 2017 Vanesta Place Suite 110 Manhattan, KS 66503
Phone 785-776-0541

VI. Subdivision Information:
A. Gross Acreage of Plat 3 (Ac.)

B. Number of Lots:
1. Residential 7
2. Commercial _____
3. Industrial _____
4. Other _____

C. Minimum Lot Frontage _____

D. Minimum Lot Area 6,387

E. Existing Zoning AG

F. Proposed Zoning R2

G. Public Water Supply Yes X No _____

H. Public Sanitary Sewers Yes X No _____

.....
This application was received at the office of the Secretary of the Dodge City Zoning Board at 11:30 (A.M.) (P.M.) on the 1st day of September, 2021. It has been checked and found to be complete and accompanied by required documents and the appropriate fee of \$ 135.00.

Nathan Littell
Name

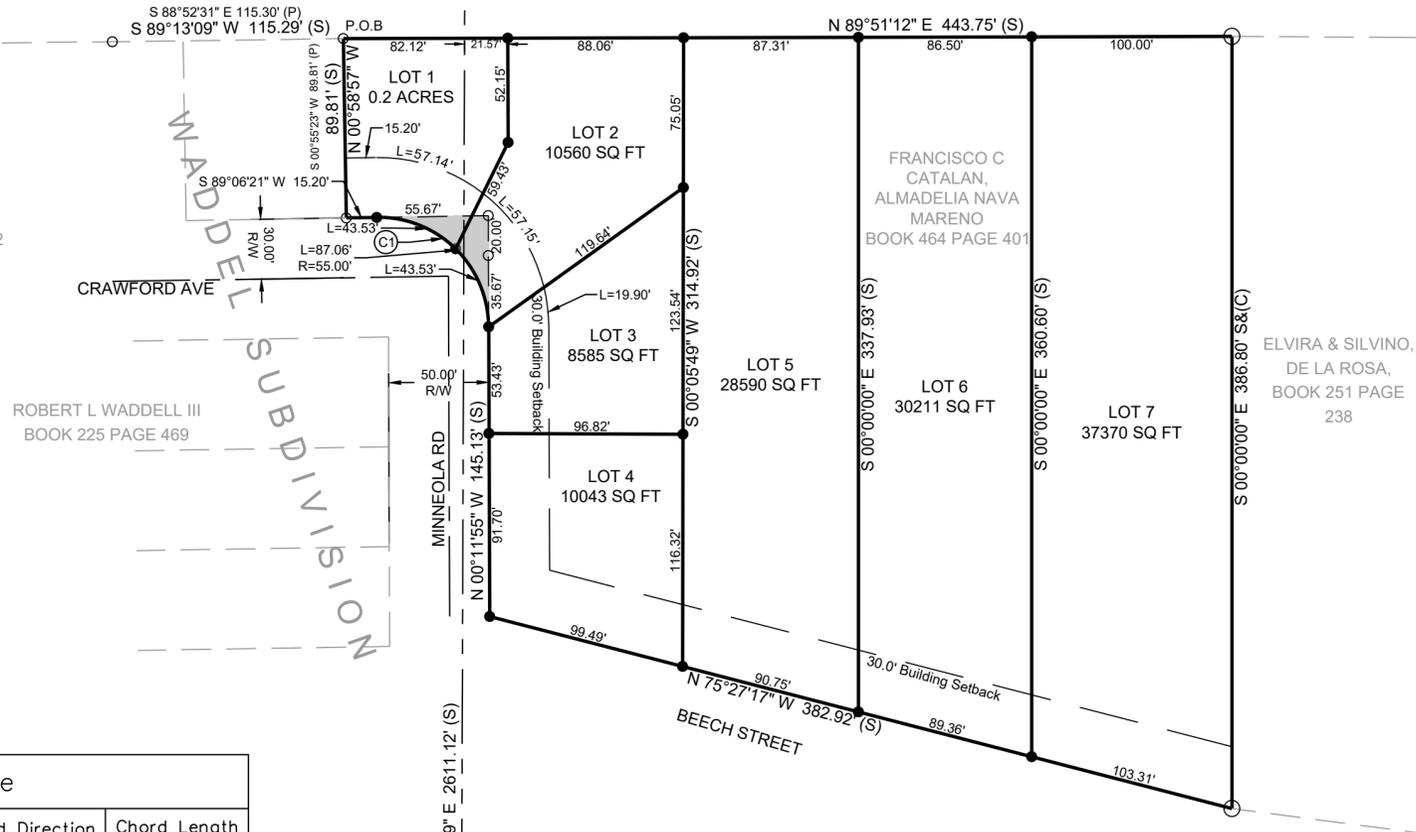
Planning + Zoning Administrator
Title



Proposed Plat

NW COR SEC 36, T26S, R25W
1/2" REBAR FOUND 4" BELOW SURFACE

ARKANSAS RIVER

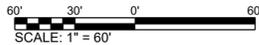


Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	87.06	55.00	90.70	N45° 32' 47"W	78.25

Catalan Addition Unit 1, Closure Table

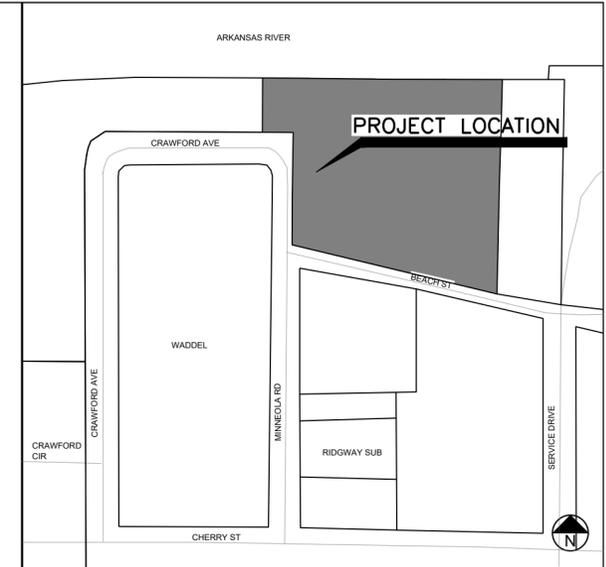
Segment# 1: Line	Course: S89° 06' 21"W	Length: 15.20'	East: 39,936.4941'
Segment# 2: Line	Course: N0° 58' 57"W	Length: 89.81'	East: 39,934.9541'
Segment# 3: Line	Course: N89° 51' 12"E	Length: 443.75'	East: 40,378.7027'
Segment# 4: Line	Course: S0° 00' 00"E	Length: 386.80'	East: 40,378.7027'
Segment# 5: Line	Course: N75° 27' 17"W	Length: 382.92'	East: 40,008.0554'
Segment# 6: Line	Course: N0° 11' 55"W	Length: 145.13'	East: 40,007.5524'
Segment# 7: Curve	Length: 87.06'	Radius: 55.00'	
	Delta: 90.6956 (d)	Tangent: 55.67'	
	Chord: 78.25'	Course Out: N45° 32' 47"W	
	Course In: S89° 48' 05"W	Course Out: N0° 53' 39"W	
	RP North: 43,763.1078'	East: 39,952.5527'	
	End North: 43,818.1011'	East: 39,951.6944'	
Perimeter: 1,550.67'	Area: 132,567.48Sq.Ft.	Course: S26° 48' 04"E	
Error Closure: 0.0048	Area: 132,567.48Sq.Ft.	East: 0.00216	
Error North: -0.00427			
Precision 1: 323,056.25			



LEGEND

- Monument Found (1/2" Rebar),
- 1/2"x24" Rebar w/CLS66 Cap Set
- △ Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.
- * Assumed Bearing
- P.O.B Point of Beginning
- (S) Surveyed Dimension
- (P) Platted Dimension
- (C) Dimension from Certified of Survey by SMH Consultants
- U.E. Utility Easement
- Right of Way to be vacated with this plat and to remain as utility easement

SW 1/4 COR
SEC 36, T26S, R25W
1/2" REBAR IN MONUMENT BOX



VICINITY MAP
(NOT TO SCALE)

Notes:
No easements, restrictions reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, as per agreement with the landowner.
No gaps or overlaps exist.
There are no lines of possession that affect this survey.
Parent tract is recorded in Book 464, Page 401 Register of Deeds Office, FORD County, Kansas.
No existing buildings are shown, as per agreement with the owners.
All building setback requirements shall be determined by the zoning district, unless otherwise noted.
Contour lines and elevations are from a survey specifically executed for this plat.
Zoning: "R2"
Floodplain Note:
Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20057C0332E, effective date, SEPTEMBER 25, 2009.
Utility Notes:
Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

Final Plat
**CATALAN ADDITION,
UNIT 1**
An Addition to the City of Dodge City,
Ford County, Kansas



Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com
Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Overland Park, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: ATJ Project 2105-0221 DD # TDS 86

JULY 2021

OWNERS CERTIFICATE:

THE UNDERSIGNED, FRANCISCO C CATALAN AND NAVA ALMADELIA MORENO., HEREBY CERTIFIES THAT THEY ARE THE OWNER , AND HAS CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "CATALAN ADDITION, UNIT 1" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING:

A tract of land in the Northeast Quarter of Section 35 and the Northwest Quarter of Section 34, Township 26 South, Range 25 West of the Sixth Principal Meridian, Dodge City, Ford County, Kansas described as follows:

Beginning at the Northeast Corner of Lot 13, Block 2, Waddel Subdivision, Dodge City, Ford County, Kansas; thence
N 89°51'12" E 443.75 feet to the Northwest Corner of the Elvira and Silvino De La Rosa tract recorded in Book 251, page 238 in the Ford County Register of Deeds Office; thence
S 00°00'00" E 386.80 feet to the Southwest Corner of the said De La Rosa trace; thence
N 75°27'17" W 382.92 feet to the East right of way line of Minneola Road; thence
N 00°11'55" W 200.81 feet along the East right of way line of Minneola Road to the North right of way line of Crawford Avenue; thence
S 89°06'21" W 70.87 feet along the North right of way line of Crawford Avenue to the Southeast Corner Lot 13, Block 2, Waddel Subdivision; thence
N 00°58'57" W 89.81 feet to the point of beginning, containing 3.0 acres.

Subject to easements and restrictions of record.

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC. WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

ON THIS _____ DAY OF _____, 2021.

FRANCISCO C. CATALAN

NAVA ALMADELIA MORENO

STATE OF KANSAS)
COUNTY OF FORD) SS

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

DODGE CITY PLANNING COMMISSION:

THIS PLAT OF "CATALAN ADDITION UNIT 1" HAS BEEN SUBMITTED TO AND APPROVED BY THE DODGE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2021.

CHAIRMAN, TIM TAYLOR

SECRETARY, NATHAN LITRELL

REGISTER OF DEEDS CERTIFICATE:

STATE OF KANSAS)
COUNTY OF FORD)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF FORD COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 2021 AT _____ O'CLOCK ____M. IN CABINET/SLIDE # _____, DOC ID # _____, AND IS DULY RECORDED.

BRENDA POGUE, FORD COUNTY REGISTER OF DEEDS

FEE TOTAL: _____

TRANSFER RECORD CERTIFICATE:

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE TRANSFER RECORD ON THIS _____ DAY OF _____, 2021.

DEBBIE COX, FORD COUNTY CLERK

SURVEYOR:

SMH Consultants
Tim Sloan, P.S., Vice-President
2017 Vanesta Place, Suite 110,
Manhattan, KS 66503
PH: 785-776-0541
707 3rd Avenue, Suite A,
Dodge City, Kansas 67801
PH: 620-255-1952

OWNER and SUB-DIVIDER:

FRANCISCO C CATALAN.
401 BEECH ST
Dodge City, Kansas 67801
Ph:
Contact: FRANCISCO C CATALAN

CITY APPROVAL

STATE OF KANSAS)
CITY OF DODGE CITY) SS

THE ABOVE AND FOREGOING DOCUMENT KNOWN AS "FINAL PLAT OF "CATALAN ADDITION, UNIT 1" TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, HAVING BEEN SUBMITTED TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, FORD COUNTY, KANSAS AT THE REGULAR MEETING HELD ON THE _____ DAY OF _____, 2021, HAS BEEN EXAMINED AND CONSIDERED AND THE SAME IS HEREBY APPROVED THIS _____ DAY OF _____, 2021.

THE CITY OF DODGE CITY, KANSAS

RICK SOWERS, MAYOR

CONNIE MARQUEZ, CITY CLERK

CERTIFICATION BY REVIEW SURVEYOR

STATE OF KANSAS)
COUNTY OF FORD) SS

THIS PLAT HAS BEEN EXAMINED THIS _____ DAY OF _____, 2021 FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND SURVEYS IN THE STATE OF KANSAS, K.S.A. 58-2005.

BENJAMIN A. RUMBAUGH, COUNTY SURVEYOR, FORD COUNTY, KANSAS

SURVEYOR CERTIFICATE:

I, TIM SLOAN, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM, BY PROFESSION, A LAND SURVEYOR, AND THAT THE FINAL PLAT OF "CATALAN ADDITION, UNIT ONE", AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2021, AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE KANSAS MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING OF A TRACT OF LAND WHICH INCLUDES PORTIONS OF THE FOLLOWING:

A tract of land in the Northeast Quarter of Section 35 and the Northwest Quarter of Section 34, Township 26 South, Range 25 West of the Sixth Principal Meridian, Dodge City, Ford County, Kansas described as follows:

Beginning at the Northeast Corner of Lot 13, Block 2, Waddel Subdivision, Dodge City, Ford County, Kansas; thence
N 89°51'12" E 443.75 feet to the Northwest Corner of the Elvira and Silvino De La Rosa tract recorded in Book 251, page 238 in the Ford County Register of Deeds Office; thence
S 00°00'00" E 386.80 feet to the Southwest Corner of the said De La Rosa trace; thence
N 75°27'17" W 382.92 feet to the East right of way line of Minneola Road; thence
N 00°11'55" W 200.81 feet along the East right of way line of Minneola Road to the North right of way line of Crawford Avenue; thence
S 89°06'21" W 70.87 feet along the North right of way line of Crawford Avenue to the Southeast Corner Lot 13, Block 2, Waddel Subdivision; thence
N 00°58'57" W 89.81 feet to the point of beginning, containing 3.0 acres.

Subject to easements and restrictions of record.



TIM SLOAN, P.S.
VICE-PRESIDENT

Final Plat
**CATALAN ADDITION,
UNIT 1**
An Addition to the City of Dodge City,
Ford County, Kansas



Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com
Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Overland Park, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: ATJ Project 2105-0221 DD # TDS 86

JULY 2021



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: September 29, 2021
Subject: Approval of Amendment Agreement #2 for Downtown Street Scape Design & Inspection, CA 2003
Agenda Item: New Business

Recommendation: Approve the Amendment Agreement #1 for Design and Inspection Services for the Downtown Streetscape Project, Front St. from 3rd Ave. to Central Ave. from the building face to Wyatt Earp Blvd. along with 1st Ave. from Wyatt Earp Blvd. to Gunsmoke St., 2nd Ave. from Front St. to Gunsmoke St., 3rd Ave. from Wyatt Earp Blvd. to Gunsmoke, and Central Ave. from Wyatt Earp Blvd. to Vine St. with TranSystems for \$718,885.00.

Background: At the September 21, 2020 Commission Meeting, the Commission approved Phase 1 of the Downtown Street Scape Design. This phase was considered the discovery phase to determine the exact need for the final design. At the May 3, 2021 Commission Meeting, the Commission approved Phase 2 of the Downtown Street Scape Design. With this phase the design work continued and construction details would be completed. From the beginning of the STAR Bond Development, renewing the downtown streetscape along Front St. has been the project at the top of the list. Now that the retail projects have been completed or are far enough underway, there are funds available to start design and then construction of the streetscape project. This project will not only provide a new look to Front St., but it will provide updated infrastructure to this first phase of the project and set the ground work for the continuation of the streetscape and infrastructure improvements for the rest of downtown.

The plan for the Streetscape is to provide a western theme, plus provide a café/retail zone, pedestrian area, and an amenity zone.

During the Scoping Meeting with TranSystems & LK Architecture it was determined it would be beneficial for the design of the project to be broken into two phases, a Discovery Phase and Final Design Phase. TranSystems has now provided a contract with scope of services for the Final Design Phase. This phase will include completion of plans, continue coordination of Utilities, apply for necessary permits, attend public meeting and Commission Meeting, and final plan submittal.

Justification: With this project Front St. will receive a “face lift”. New and improved infrastructure will be available for the businesses along Front St. The project will also generate a new feel and provide a better experience for the tourists that come to Dodge City for the western appeal.

Financial Considerations: This phase of the design and inspection with TranSystems is \$89,500.00 for completion of design and submittal review and \$629,385.00 for Construction

Inspection. Funding for the design work will be from the STAR Bonds. This brings the total design for the streetscape project to \$1,281,255.00.

Purpose/Mission: This project aligns with the City's Core Value of Ongoing Improvements and Safety.

Legal Considerations: The City will be entering into a contract with TranSystems and will be bound by the provisions of this contract.

Attachments: Exhibit "C" Supplemental #2 Scope of Services and Construction Inspection Services to the Dodge City Streetscape Improvement Contract with TranSystems.

Exhibit “C”
Supplemental #2 Scope of Service
Dodge City Streetscape Improvements
Dodge City, KS

PROJECT UNDERSTANDING

The general project improvements as agreed upon by the City of Dodge City and TranSystems include full reconstruction of Front Street from Third Avenue to Central Avenue including the sidewalk and parking lot from the south building face to the back of curb of Wyatt Earp Boulevard. First Avenue, Second Avenue, and Third Avenue from Wyatt Earp to Gunsmoke, and Central Avenue from Wyatt Earp to Vine Street. The project improvements include but are not limited to new pavement, hardscape and street crossings, full utility relocation, vault enclosures, electrical lighting, landscaping and irrigation, parking, sculptures & wayfinding signage. The following additions are considered part of the engineering services during construction for the streetscape improvements:

Engineering services would include the following elements:

- Underground utility shop drawing reviews and submittals
 - Storm Sewer
 - Sanitary Sewer
 - Waterline System
- Structural elements shop drawing reviews and submittals
 - Concrete mix designs
 - Masonry mix designs
 - Steel reinforcement, bar schedules, & bending diagrams
- Streetscape reviews and submittals
 - Product and equipment submittals
 - Stone masonry reviews
 - Stamped concrete, colored concrete, brick pavers, stonewall veneers, stone ledge rock, & flagstone pavement submittals.
 - Sidewalks and hardscape submittals
 - Lighting and electrical submittals
 - Monuments, gateways, trash enclosures, windmill, & chuck wagon submittals
 - Planting and irrigation submittals
- Attend at a minimum of five (5) on-site meetings to discuss construction progress, & construction schedule.
- Attend any construction meetings to discuss construction schedule, controlling items of work, and/or issues the Contractor notices in the near future.
- Review RFI's, change order requests, & assist with construction questions and issues during construction.

Assumptions

- All shop drawing submittals shall be submitted to TranSystems and then will be distributed to the necessary individuals for review.
- Bi-Weekly construction meetings will be made available by phone call or via online stream source to accommodate all parties.
- An additional 2.5 hours (one way) has been added for travel time to on site meetings.

Project Design Fees

Discovery Phase (Original Contract) = \$224,751.00

Supplemental #1 = \$337,619.00

Supplemental #2 = \$89,500.00

Total Contract Fee = \$651,870.00

September 22, 2021

Transystems
245 N. Waco, Suite 222
Wichita, KS 67202

Attn. Brett Letkowski, P.E.
Senior Vice President

**RE: Proposal for Professional Services -
Dodge City Streetscape Construction Administration Services**

Mr. Bailey,

We are please to submit this proposal for professional services for limited construction administration for the Dodge City Streetscape Project. Following you will find a scope of services and site visit descriptions which we feel would be necessary to ensure that the contractor is satisfying the expectations of the design, plans and specifications.

Scope:

- Task 1 - Review of Shop Drawings, Product and Equipment Submittals, Change Order Requests, RFI's, and Change Directives
 - All items above shall be submitted by the Contractor to Transystems who will then forward to LK Architecture for review.
 - Review of all submittals shall be completed within five (5) days and returned to TranSystems.
 - Available for virtual meetings with Contractor, Client and Transystems to discuss materials and methods of streetscape elements.

- Task 2 - Site Observations & Reports
 - Observation #1 - Mock-Up Review for stamped concrete, colored concrete, brick pavers, stone wall veneers, stone ledge rock, flagstone pavement.
 - Observation #2 – Sidewalks and Hardscapes
 - Observation #3 – Lighting and Electrical
 - Observation #4 – Stone Ledge Rockwork
 - Observation #4 – Monuments, Gateways, Trash Enclosures, Windmill, Chuck Wagon
 - Observation #5 – Planting and Irrigation
 - Observation #6 – Final Punch

Exhibit “C”
Scope of Service
Dodge City Streetscape Improvements
Construction Inspection Services
Dodge City, KS

PROJECT UNDERSTANDING

The general project improvements as agreed upon by the City of Dodge City and TranSystems include full reconstruction of Front Street from Third Avenue to Central Avenue including the sidewalk and parking lot from the south building face to the back of curb of Wyatt Earp Boulevard. First Avenue, Second Avenue, and Third Avenue from Wyatt Earp to Gunsmoke, and Central Avenue from Wyatt Earp to Vine Street. The project improvements include but are not limited to new pavement, hardscape and street crossings, full utility relocation, vault enclosures, electrical lighting, landscaping and irrigation, parking, sculptures & wayfinding signage. The following is the scope of services for the construction inspection services:

Construction inspection services would include the following elements:

- Plan, coordinate, and conduct pre-construction meeting, as well as compile and distribute meeting minutes.
- Set up our documentation system to track all documentation and communication throughout the length of the project.
- Review quantities and start putting our books and documentation together, notify the City and design consultant of any irregularities found in the quantities.
- Develop a tracking system for all RFI's, shop drawing, proposals and transmittals to ensure timely turn around reviews are being completed and submitted back to the contractor.
- Assist in coordinating any meetings required for construction consultation should issues arise in the field which cannot be resolved without the knowledge of the designer.
- Provide construction management services for contract administration, construction inspection and quality assurance, and coordination of all construction activities, multiple contracts, and/or contractors.
- Perform quality assurance and project oversight to ensure all aspects of the project are being constructed in accordance with the plans, specifications, and other related guidelines.
- Perform all material testing as outlined in KDOT's Construction Manual.
- Perform and oversee the necessary coordination with City and local authorities is maintained to ensure construction operations have a minimal impact on the local community.
- Conduct weekly progress and coordination meetings. Coordinate with the Contractor's site safety program and monitor compliance with the same.
- Ensure all construction documentation is prepared and maintained, and confirm daily reports and logs are completed by our inspectors.
- Prepare monthly progress reports summarizing contractor activities, current status of budget, schedule evaluation, and job site safety.
- Prepare and process all work directives, change orders, and pay estimates through the City of Dodge City.
- Evaluate merit of claims made by contractors and be prepared to mitigate or reduce impact of potential claims.
- Review and analyze contractor's schedule and compliance with applicable contract documents.
- Assist City in public relations activities associated with the project.
- Provide “as-built” plans for public utilities.
- Review contractor's compliance with its own SWPPP requirements, including erosion control “as-built” plans throughout the life of the project.
- Perform all material testing per KDOT

Assumptions

- It is assumed plant fabrication inspection for any of the aesthetics will be completed by others.

- It is assumed no full-time inspections will be required for the precast storm drain structures and retaining wall panels. TranSystems will conduct periodic inspections of precast plants that are in town, no out of town periodic inspections will be conducted.
- Project will start on or around March 7, 2022.
- The contractor will work 5 day a week for 10 hours per day to completion date of September 7, 2023, this translates into 385 working days.
- Mileage is based on one round trip from Wichita Office to project site per week and includes round trip miles to the hotel and miles on the project.
- Traffic control for this project will be checked daily when the contractor is working. Random reviews will be performed during nighttime hours.
- Any additional work requested that is not specifically addressed in this agreement will be considered outside the scope of services.

Project Design Fees

Construction Inspection Fee = \$629,385

Total Contract Fee = \$629,385



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: September 29, 2021
Subject: Approval of Building Solutions, LLC to be the Construction Manager at Risk for the Downtown Street Scape Construction, CA 2003
Agenda Item: New Business

Recommendation: Approve the selection committee's recommendation for Building Solutions, LLC to be the Construction Manager at Risk (CMR) on the Downtown Street Scape Construction Project and authorize staff to make payment to Building Solutions, LLC funds from the STAR Bonds fund to be used as partial payment for construction of the project.

Background: Staff and the design team have been working on the Downtown Street Scape project some sometime. Plans are nearing final completion, however the staff and design team it is beneficial to bring a CMR onboard to help finalize the phasing, sequencing, and methods of construction. The CMR can also help with value engineering the project to provide the best use of funds on the project. Staff and the Design Team issued a Request for Statement of Qualifications (SOQ's) from construction managers and contractors. Two SOQ's were received and reviewed by the selection committee. The committee was made up of both City Staff and Members from TranSystems and LK Architecture. The committee decide to recommend Building Solutions, LLC to be the CMR for the project. City Staff and legal will devise a contract for Building Solutions, LLC to be the CMR. A Gross Maximum Price (GMP) will be determined at a later date for the project by Building Solutions, LLC, once they have provided input to the design team. The GMP will be brought to the Commission for approval at a later date.

Justification: With this project Front St. will receive a "face lift". New and improved infrastructure will be available for the businesses along Front St. The project will also generate a new feel and provide a better experience for the tourists that come to Dodge City for the western appeal.

Financial Considerations: None at this time.

Purpose/Mission: The completion of this project aligns with the City's core value of ongoing improvement and safety.

Legal Considerations: The City will be entering into a contract with Building Solutions, LLC in the future and will be bound by the provisions of the contract.

Attachments: None



Memorandum

**To: City Manager
City Commissioners**
From: Corey Keller Public Works Director
Date: September 29, 2021
Subject: Approval of Master Service Agreement for Airport Consultant
Agenda Item: New Business

Recommendation: On June 30, 2021, the Dodge City Regional Airport received four statements of qualification from consultants for airfield development projects that are anticipated to occur within the next five years at the Airport. Based on the interviews and the statements received it is the review boards and airport advisory board's recommendation that the commission accept entering into a five-year contract agreement with Burns and McDonnell.

Background: By FAA regulation AC 150/5100-14E, every 5 years the Airport is required to solicit other interested engineering firms for federally funded Airport projects. On June 30th we received four statements of qualifications from:

Burns & McDonnell, Kansas City, MO.
Lochner, Lenexa, KS.
Kirkham Michael, Iowa, Kansas, Nebraska
Garver, Overland Park, KS

The statements of qualifications were reviewed and rated by a selection committee made up of Ray Slattery, Melissa McCoy, Tanner Rutschman, Kelli Enlow, Leonel Ibarra, and Corey Keller. Their unanimous recommendation was approved by the Airport Advisory Board on September 10, 2021. The Engineering firms were graded based on the following;

1. Capability to perform all aspects of the projects – qualifications of prime firm (and subconsultants, if any).
2. Relevant experience of key personnel from prime firm (and subconsultants, if any) and role.
3. Knowledge of FAA standards, policies, and procedures.
4. Recent experience with comparable projects at similarly sized airports.
5. History of meeting schedules and staying within budget.
6. Understanding of the project's potential challenges and Sponsor's concerns.

The qualification-based selection process had to conform to FAA AC 150/5100-14E Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects. Fees are not considered in the selection process. Fees will be negotiated for projects as federal funds

become available. The agreement between the City and Burns and McDonnell is subject to AC 150/5100-14E, and mandatory federal contract provisions.

Justification: It is the consensus of the selection committee and the Airport Advisory Boards recommendation to enter into a five-year contract agreement with Burns & McDonnell of Kansas City MO in accordance with FAA regulation AC 150/5100-14E. Burns & McDonnell has been our airport consultant for the past twenty years.

Financial Considerations: The Contract is for Terms and Conditions only there is no monetary value. Fees will be negotiated for projects as federal funds become available.

Purpose/Mission: Together we serve to make Dodge City the best place to be.

Legal Considerations: Legal has reviewed the agreement.

Attachments: Master Service Agreement.



PROFESSIONAL SERVICES AGREEMENT
Between
The City of Dodge City, Kansas
And
Burns & McDonnell Engineering Company, Inc.
Kansas City, Missouri

This AGREEMENT is made as of _____, 2021, by and between City of Dodge City, Kansas (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

OWNER from time to time requires professional services in connection with the planning, construction, design, operation and maintenance of its facilities for Federal Aviation Administration (FAA) and non-FAA sponsored Airport Improvement Program (AIP) projects. Therefore, OWNER and ENGINEER, in consideration of their mutual covenants, agree as follows:

ENGINEER shall serve as OWNER'S professional engineer in those assignments to which this AGREEMENT applies and shall give consultation and advice to OWNER during the performance of ENGINEER'S services all in accordance with the scope of services set forth in the applicable Task Order.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written authorization of OWNER and agreement of ENGINEER. The parties shall use the form of Task Order attached hereto as **Exhibit A**.
- 1.2 Assignments may include Basic Services and/or Additional Services of ENGINEER.
 - 1.2.1 Specific assignments as identified by the OWNER may include:
 - a. Acquire Snow Removal Equipment
 - b. Reconstruct Runway 2-20: Design
 - c. Reconstruct Runway 2-20: Construction Services
 - d. Reconstruct Taxiway A and Connector Taxiways: Design
 - e. Reconstruct Taxiway A and Connector Taxiways: Construction Services
 - f. Additional services required to complete projects as identified by the OWNER and as identified on the airport master plan documents.
 - g. Other AIP and non-AIP eligible that may be required.

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 General. The Basic Services may include any of those tasks listed in this Section 2, as identified in the Task Order for a specific project.
 - 2.1.1 Civil, structural, mechanical, electrical engineering services, architectural services, or other consulting services identified in the Task Order(s).
 - 2.1.2 Advise OWNER as to the necessity of OWNER providing or obtaining services or data from others described in Paragraph 4.3, make recommendations as to the possible sources of such services, and act as OWNER'S representative in connection with any such services.
 - 2.1.3 The ENGINEER shall perform services related to projects as authorized by the OWNER consistent with those projects delineated and contained under SECTION 1 – AUTHORIZATION OF SERVICES. However, nothing herein shall preclude the ENGINEER from providing the OWNER, upon

request, with additional services or extra work relative to and in connection with the specific projects listed in SECTION 1 – AUTHORIZATION OF SERVICES.

2.2 Preliminary Planning and Preliminary Design

2.2.1 Consult with OWNER to determine OWNER'S requirements for the Project and available data.

2.2.2 Provide special analyses of OWNER'S needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

2.2.3 Provide general economic analyses of OWNER'S requirements applicable to various alternatives.

2.2.4 Prepare preliminary cost opinion for the Project.

2.2.5 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.

2.2.6 Prepare a Preliminary Design Report summarizing studies performed in accomplishing Paragraphs 2.2.2 and 2.2.3, including findings and recommendations for the Project, and furnish three review copies of the Report to OWNER.

2.3 Not Applicable

2.4 Not Applicable

2.5 Final Design Services

2.5.1 On the basis of the approved preliminary design documents, prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by OWNER, its legal counsel, and other advisors as appropriate, and assist OWNER in the preparation of other related documents.

2.5.2 Provide technical criteria, written descriptions, and design data for OWNER'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

2.5.3 Advise OWNER of adjustments in excess of ten percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.

2.5.4 Furnish three approval copies of the final Bid Documents.

2.6 Bidding or Negotiating Services

2.6.1 Assist OWNER in obtaining and evaluating bids or negotiating proposals and preparing construction contracts.

2.6.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s) [hereinafter called "Contractor(s)"], for those portions of the work as to which such acceptability is required by the Bid Documents.

2.6.3 Make recommendations regarding award of construction contracts.

2.7 Construction Phase Services

2.7.1 Consult with and advise OWNER and act as OWNER'S engineer as provided in ENGINEER'S standard General Conditions for the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in said General Conditions shall not be modified without ENGINEER'S written consent.

2.7.2 Consult with and advise OWNER and act as OWNER'S engineer as may be provided in OWNER'S construction contract conditions furnished pursuant to Paragraph 4.11 herein. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as may be assigned in said construction contract conditions or in supplements prepared thereto shall not be modified without ENGINEER'S written consent.

2.7.3 As OWNER'S engineer, ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents, all of which shall remain the sole responsibility of the OWNER'S Contractor.

2.7.4 Review Contractor(s) schedules for Work progress, equipment and materials procurement, submittals, and values for partial pay purposes, and project cash flow requirements.

2.7.5 Review and accept Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.

2.7.6 Make visits to the Site at intervals appropriate to the stages of construction to (consult with and advise ENGINEER'S Resident Project Representative, if any, and) observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.

2.7.7 Issue all instructions of OWNER to Contractor(s); prepare routine Supplemental Instructions, Change Orders and Construction Change Directives, as required; act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto, and make decisions on claims of OWNER and Contractor(s) relating to the execution and progress of the Work and other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by ENGINEER in good faith.

2.7.8 Review Contractor(s) applications for payment and supporting data, determine the amounts owing to Contractor(s), and approve in writing all payments to Contractor(s) in accordance with the Contract Documents.

2.7.9 Render periodic Work progress reports to OWNER.

2.7.10 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in general in accordance with the Contract Documents, so that ENGINEER may approve, in writing, final payment to each Contractor.

2.8 Post-Construction Services

2.8.1 Provide qualified engineers during equipment start-up and assist OWNER'S personnel in equipment function and intended use as instructed by the equipment vendor as contracted by OWNER.

2.8.2 Prepare a reproducible Record Set of drawings revised to show significant changes made during construction of the Project in accordance with records provided by Contractor and ENGINEER'S Resident Project Representative, if any.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by OWNER and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.1.2 Financial Consultation

Consult with OWNER'S fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.3 Property Procurement Assistance

Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional services being performed.

3.1.4 Administrative Assistance

Provide Contract and Project administration to the degree authorized by OWNER.

3.1.5 Obtaining Services of Others

Provide through subcontract the services or data set forth in Paragraph 4.3.

3.1.6 Furnishing renderings or models of the Project for OWNER'S use.

3.1.7 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.8 Extraordinary Construction-Related Services

3.1.8.1 Additional or extended services during construction made necessary by a force majeure, act of God, governmental action, severe weather, vandalism, terrorism, or other extraordinary event.

3.1.8.2 Consultation or other services after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.

3.1.8.3 Preparing to serve or serving as a witness for OWNER in any litigation or other legal or administrative proceeding involving the Project.

3.1.9 Preparation of an operating manual for use by OWNER.

3.1.10 Extra Services not specifically defined above that may be authorized by OWNER.

3.2 Resident Services During Construction

3.2.1 If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other party, a Resident Project Representative and assistants shall be furnished and shall act as directed by ENGINEER in order to provide more extensive representation at the Project site during the Construction Phase.

3.2.2 The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents. However, the furnishing of such resident project representation shall not make ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s) failure to perform the construction work in accordance with the Contract Documents.

3.3 Contingent Additional Services

3.3.1 If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the ENGINEER'S control, the ENGINEER shall notify the OWNER prior to commencing such services. If the OWNER deems that such services described in Section 3.3 are not required, the OWNER shall give prompt written notice to the ENGINEER. If the OWNER indicates in writing that all or part of such Contingent Additional Services are not required, the ENGINEER shall have no obligation to provide those services.

3.3.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.3.2.1 inconsistent with approvals or instructions previously given by the OWNER, including revisions made necessary by adjustments in the OWNER'S program or Project Budget.

3.3.2.2 required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

3.3.2.3 due to changes required as a result of the OWNER'S failure to render a decision in a timely manner.

3.3.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the OWNER'S schedule, or the method of bidding or negotiating and contracting for construction.

3.3.4 Preparing Drawings, Specifications, and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Work Change Directives.

3.3.5 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revision to Drawings, Specifications, and other documentation resulting therefrom.

3.3.6 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.7 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

3.3.8 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.9 Prolonged construction administration more than sixty (60) days after substantial completion, or acceleration of the work schedule involving services beyond normal working hours.

3.3.10 Preparing documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the Final Design Phase.

SECTION 4 - RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

4.1 Provide full information as to OWNER'S requirements for the Project.

4.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

4.3 Furnish engineering services or data, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this AGREEMENT.

4.4 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this AGREEMENT.

4.5 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

4.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.

4.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.

4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.10 Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this AGREEMENT or other services as required.

4.11 If ENGINEER'S standard bidding requirements, agreement forms, and General Conditions are not to be used, but OWNER'S documents are to be used instead, OWNER shall provide copies of such documents for ENGINEER'S use in coordinating the Contract Drawings and Specifications.

4.12 Not Applicable

SECTION 5 - PERIOD OF SERVICE

5.1 This AGREEMENT will become effective upon the first written notice by OWNER authorizing services hereunder.

5.2 This AGREEMENT shall be applicable to all assignments authorized by OWNER and accepted by ENGINEER subsequent to the date of its execution. All assignments authorized prior to the execution of this document, even if performed in whole or in part before the execution date, shall be governed by the terms and conditions of this AGREEMENT.

5.3 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT. ENGINEER'S obligation to render services hereunder will extend for an initial period of twelve (12) months (hereinafter the "primary term") and subject to renewal for four (4) additional and separate twelve (12) month terms (hereinafter the "renewal term"). It is understood and agreed by the parties hereto that renewal of this AGREEMENT at the conclusion of the primary term will be automatic unless this AGREEMENT is otherwise terminated as herein provided.

SECTION 6 - COMPENSATION

6.1 Compensation. OWNER shall pay ENGINEER for services rendered and reimbursable expenses as follows, or as stated in the Task Order(s):

6.1.1 Amount of Payment: Method A – Fixed Lump Sum Payment.

For the Scope of Services described, the OWNER shall pay the ENGINEER the lump sum amount as stated in the written Task Order for the specific project. For additional, reduced, or changed scope of services, the amount of payment shall be adjusted on a mutually agreeable lump-sum basis. Or,

6.1.2 Amount of Payment: Method B – Cost Plus a Fixed Payment.

For the Scope of Services described, the OWNER shall pay the ENGINEER the sum of the following:

- a. Individual's Hourly Rate, plus
- b. ENGINEER'S current Audited Overhead rate to cover general and administrative expenses, and payroll burden (as applicable to the specific Task Order) for office personnel, resident field personnel and contract labor.
- c. A ten percent fixed payment of the sum of a. and b.
- d. Direct hourly rate is determined by dividing each individual's current annual base salary by 2,088 hours per year. Overtime rate for nonexempt personnel shall be 1.5 times the hourly rate. Exempt and nonexempt are as defined by the United States Fair Labor Standards Act.

6.1.3 For outside expenses incurred by ENGINEER, such as authorized travel and subsistence, commercial services, courier deliveries, and incidental expenses, the cost to ENGINEER.

6.1.4 For reproduction, printing, long distance telephone calls, fax services, vehicles, and testing apparatus, amounts as determined from ENGINEER'S schedule of rates in effect at the time the service is provided.

6.1.5 For services rendered by other as subcontractor(s) to ENGINEER, such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photographs, or other activities required or requested by OWNER, the cost to ENGINEER.

- 6.1.6 For time expended by outside individual professional service CONSULTANTS employed by the ENGINEER in providing services to the OWNER, the cost to the ENGINEER. Expenses incurred by such outside CONSULTANTS in service to the OWNER shall be reimbursable in accordance with Subparagraph 6.1.3 above.
- 6.1.7 For expenses incurred by ENGINEER in providing resident field services such as vehicle lease or rental, telephone services, miscellaneous resident office expenses, commercial services, field personnel moving expenses to the field site location, per diem or mileage allowances for personnel assigned in the field, authorized travel and subsistence expenses of personnel temporarily assigned from ENGINEER'S offices to the field, and other such items incidental to operating a field office, the cost to ENGINEER.
- 6.1.8 The total payment for the Scope of Services described in each Task Order shall not exceed as stated in the written Task Order for the specific project without written approval of the OWNER.

6.2 Statements

Monthly statements, in ENGINEER'S standard format, will be submitted by the ENGINEER to the OWNER.

6.2.1 Method A – Fixed Lump Sum Payment. Statements will be based on the ENGINEER'S estimated percent of services completed at the end of the preceding month.

6.2.2 Method B – Cost Plus Fixed Payment. Statements will be submitted for payment covering services performed, costs and expenses incurred, and appropriate fee or markup (if applicable) during the preceding month.

6.3 Payments

Statements are payable upon receipt. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date. Time is of the essence in payments of statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the ENGINEER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of ENGINEER'S statement is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the ENGINEER in writing of the basis for any disputed portion of any statement.

6.4 Taxes

Taxes, other than United States federal and state income taxes, and Kansas City, Missouri earnings tax, as may be imposed by the United States, state, and local authorities, shall be in addition to the payment stated under "Amount of Payment".

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$1,000,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Per Occurrence Combined Single Limit/ \$2,000,000 General Aggregate
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000 Per Claim and Annual Aggregate

If requested, ENGINEER will provide to OWNER certificates as evidence of the specified insurance.

7.1.2. Construction Contractors engaged by OWNER on each project on which ENGINEER is providing Services shall be required to provide General Liability Insurance naming the OWNER and the ENGINEER as an additional insureds, and all Construction Contractors' liability insurance policies covering claims for personal injuries and property damage shall be endorsed to add OWNER and ENGINEER using ISO endorsement Forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalents as Additional Insureds. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and ENGINEER.

7.1.3. OWNER and ENGINEER waive all rights of recovery and subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance (including deductibles) during and after the completion of ENGINEER'S services. If the services result in a Construction Phase, OWNER'S construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage or liability covered by any Construction Contractor's policy of insurance. OWNER shall ensure that ENGINEER is a named insured and is provided a waiver of subrogation in their favor on any Builder's Risk insurance procured on a project on which ENGINEER is providing Services whether or not such insurance is procured by OWNER or its Construction Contractors.

7.2 Professional Responsibility

7.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from OWNER, the professional services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project.

7.2.2. The obligations and representations contained in Paragraph 7.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to project completion under a Task Order. OWNER'S failure to properly operate and maintain the project shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.

7.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

7.2.4 Subject to Paragraph 7.14.1 and Section 8, the obligations and remedies stated in this Section 7.2, Professional Responsibility, are the sole and exclusive obligations of ENGINEER and remedies of OWNER, regardless of the cause of action pled including, without limitation, all types of negligence.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

7.4 Changes

OWNER shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the President or any Vice President of the ENGINEER.

7.5 Suspension of Services

Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if OWNER fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefor, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

7.6 Termination

Reference **Exhibit B** Federal Contract Provisions for A/E Agreements, page 7 of 11, Termination of Contract.

7.7 Delays

7.7.1 Delays by OWNER. In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff (including, but not limited to, unavoidable down time and any termination expenses incurred where reassignment is not reasonably possible) and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services.

7.7.2 Delays by COVID-19. When the progress of the work is directly impacted due to the global outbreak and spread of COVID-19 (“coronavirus”), and this results in the loss of planned workdays or calendar days caused by quarantine actions by government entities, and labor force and supply chain disruptions, or in the event coronavirus increases the cost of the work, then by supplemental agreement, the contract time shall be extended and the contract sum extended as agreed in writing by the ENGINEER and OWNER.

7.8 Not Applicable

7.9 Rights and Benefits

ENGINEER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

7.10 Dispute Resolution

7.10.1 Scope of Section: The procedures of this Section 7.10 and its subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

7.10.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Paragraph. If timely Notice is given under Paragraph 7.10.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.10.3, 7.10.4, and 7.10.5 have been complied with.

7.10.3 Notice of Dispute

7.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER written Notice at the address listed in Paragraph 7.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

7.10.4 Negotiation: Within seven (7) days of receipt of the Notice, the Project Managers for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President of the ENGINEER and the following executive officer of OWNER, City Manager. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

7.10.5 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Ford County, Kansas unless the parties mutually agree on another location.

7.10.6 Arbitration:

7.10.6.1 If the parties are unable to resolve their dispute after at least one session of mediation, then any claim, dispute or other matter in question arising out of or related to this AGREEMENT (including disputes involving an officer, director or employee of either party), whether in contract or in tort, shall be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.

7.10.6.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.10.6.3 No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this AGREEMENT (other than disputes involving an officer, director or employee of either party, or subcontractor to ENGINEER), except by written consent containing a specific reference to this AGREEMENT and signed by the OWNER, ENGINEER, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein.

7.10.6.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this AGREEMENT shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.10.6.5 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation or arbitration shall be filed in state or federal courts in the State of Missouri and each party expressly consents to jurisdiction therein.

7.10.7 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Except for those claims waived under Paragraph 7.1.3, final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT. The waivers contained in Paragraph 7.1.3 shall continue to apply after final payment is made.

7.10.8 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 7.10.3.2 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

7.11 The OWNER represents that it has sufficient funds or the means of obtaining funds to remit payment to the ENGINEER for services rendered by the ENGINEER.

7.12 Publications

Recognizing the importance of professional development on the part of ENGINEER'S employees and the importance of ENGINEER'S public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to ENGINEER. OWNER may require deletion of proprietary data or confidential information from such publications, but otherwise OWNER will

not unreasonably withhold approval. The cost of ENGINEER'S activities pertaining to any such publication shall be for ENGINEER'S account.

7.13 Indemnification for Pollution Related Claims

For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, OWNER agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work.

7.14 Indemnification

7.14.1 Except for those projects identified in Section 7.13, and subject to the provisions of Sections 4 and 8 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.

7.14.2 OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

7.14.3 OWNER agrees that it will require all construction Contractors to indemnify, defend, and hold harmless OWNER and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, subcontractors, and suppliers.

7.14.4 If the services under a Task Order involve construction, and ENGINEER does not provide services during construction including, but not limited to, on-site observation, site visits, submittals review, and design clarifications, OWNER agrees to indemnify and hold harmless ENGINEER from or against any liability arising from the Project or this AGREEMENT.

7.15 Computer Models

ENGINEER may use or modify ENGINEER'S proprietary computer models in service of OWNER under this AGREEMENT, or ENGINEER may develop computer models during ENGINEER'S service to OWNER under this AGREEMENT. Such use, modification, or development by ENGINEER does not constitute a license to OWNER to use or modify ENGINEER'S computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. OWNER and ENGINEER will enter into a separate license agreement if OWNER wishes to use ENGINEER'S computer models.

7.16 Reuse of Documents

All documents including Contract Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and ENGINEER shall have the ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without

liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.17 Electronic Media

Any electronic media furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

7.18 Notices

Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:

The City of Dodge City, Kansas
c/o Ms. Kelli Enlow, Airport Manager
806 2nd Avenue
P.O. Box 880
Dodge City, Kansas 67801

ENGINEER'S address:

Burns & McDonnell Engineering Company, Inc.
c/o Mr. Doug Lenz
9400 Ward Parkway
Kansas City, Missouri 64114

7.19 Successor and Assigns

OWNER and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7.20 Controlling Law

This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the State of Kansas without regard to any conflicts of law provisions.

7.21 Federal Contract Provisions per the Federal Aviation Administration (FAA) Airport Improvement Program. Reference **Exhibit B** as attached herein. The term "SPONSOR" shall apply to OWNER.

7.22 Entire Agreement

This AGREEMENT represents the entire AGREEMENT between the ENGINEER and OWNER relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to ENGINEER'S services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event OWNER issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this AGREEMENT. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for the OWNER'S internal management of its operations.

SECTION 8 – LIMITATION OF LIABILITY

8.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages ("Liabilities") whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by ENGINEER under the Task Order out of which the Liabilities arose. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

8.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

SECTION 9 – COVID-19 NOTIFICATION

9.1 The uncertainty and potential disruptions to the labor force and supply chain caused by the global outbreak and spread of COVID-19 ("coronavirus") may have an impact on this Project, the exact cost and duration of which we can neither predict nor control. Government orders and restrictions may also delay or prevent performance as anticipated. Therefore, this Proposal is conditioned upon an appropriate force majeure clause being included in the contract, which will grant the ENGINEER a period of relief in performance and appropriate cost relief where circumstances arise that are beyond our control due to COVID-19 related events. In general, force majeure applies when an "act of God," labor shortages, governmental order or regulation, or other extraordinary event prevents performance. The outbreak and spread of COVID-19 is just such an event, the impact of which nobody can predict at this time. To the extent applicable, the doctrines of "commercial impracticability" or "frustration of purpose" under the Uniform Commercial Code ("UCC") may also excuse performance if delivery pursuant to our contract's terms has been made "impracticable" by the occurrence of a contingency, the non-occurrence of which both parties assumed when the contract was made. At this time, it is impossible to foresee or to predict the full impact of COVID-19 around the world and, therefore, have not included a contingency specifically for COVID-19.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT as of the day and year first above written.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION
PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

OWNER: City of Dodge City, Kansas

**ENGINEER: Burns & McDonnell Engineering
Company, Inc.**

By: _____

By: _____

Name: Rick Sowers

Name: Doug Lenz

Title: Mayor

Title: Aviation Projects Director

By: _____

Name: Corey Keller

Title: Public Works Director

By: _____

Name: Connie Marquez

Title: City Clerk

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

REFERENCE EXHIBIT A (ATTACHED) FOR EXAMPLE TASK ORDER (AUTHORIZATION) FORMAT

REFERENCE EXHIBIT B (ATTACHED) FOR FEDERAL CONTRACT PROVISIONS

EXHIBIT A

Example Task Order



**EXHIBIT A- TASK ORDER EXAMPLE
AUTHORIZATION NO. _____**

PROFESSIONAL ENGINEERING SERVICES
FOR
"INSERT PROJECT NAME"
AT DODGE CITY REGIONAL AIRPORT

Project No. _____

In accordance with SECTION 1 – AUTHORIZATION OF SERVICES of the Agreement for Professional Engineering Services (the "AGREEMENT"), dated _____, by and between the City of Dodge City, Kansas (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER), the following Airport Improvement Program ("AIP") project authorization is hereby given and mutually agreed upon:

- A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:**
- B. DESCRIPTION OF SERVICES TO BE PREFORMED:**
- C. METHOD OF COMPENSATION:**
- D. AMOUNT OF COMPENSATION:**
- E. ESTIMATED TIME OF COMPLETION:**
- F. ENGINEER’S NOTICE TO PROCEED DATE:**

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of the Authorization.

IN WITNESS WHEREOF, the parties have caused this Authorization to be executed in three (3) counterparts by their duly authorized representatives and made effective the day and year first written above.

OWNER: City of Dodge City, Kansas

**ENGINEER: Burns & McDonnell
Engineering Company, Inc.**

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

END OF AUTHORIZATION

EXHIBIT B

Federal Contract Provisions

Federal Aviation Administration (FAA)
Airport Improvement Program

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

"CONSULTANT", "ENGINEER",

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

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

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONCY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.



Memorandum

**To: City Manager
City Commissioners**
From: Corey Keller Public Works Director
Date: March 31, 2021
Subject: Purchase of a Mobile Loading Dock
Agenda Item: New Business

Recommendation: On September 28, 2021, one bid was received to purchase an adjustable loading dock. It is staff's recommendation to purchase the bid received from Dockzilla Co. out of Minnetonka MN, for \$31,683.40

Background: June of 2021 staff applied for 75/25 Solid Waste Grant through the Kansas Department of Health and Environment (KDHE). The grant is designed to help pay for equipment and program needs for Solid Waste and Recycling programs throughout the State. On August 1, 2021, staff received notification that the city was awarded a 75/25 Solid Waste Grant for the purchase of an adjustable mobile loading dock for the Jane Longmeyer Recycling Center. Staff has utilized this grant in the past to purchase other equipment such as recycling trailers, bailers, and a glass crusher currently used at the recycle center.

Justification: Prior to applying for the grant staff had to research the equipment to determine the best option for the program. During that time staff determined that the Dockzilla mobile loading dock was the safest option for the Recycling Center.

Financial Considerations: The grant will pay for up to \$22,834.00 for the purchase of the loading dock. The city will have to match the remaining amount of \$8,849.40 with local funds to finalize the purchase. We have already received \$5,709.00 of state funding for this purchase. The remaining funds will be paid for out of this year's recycling budget.

Purpose/Mission: Together we serve to make Dodge City the best place to be.

Legal Considerations: The grant has already been signed and approved by the City Manager.

Attachments: Dockzilla Sale Sheet







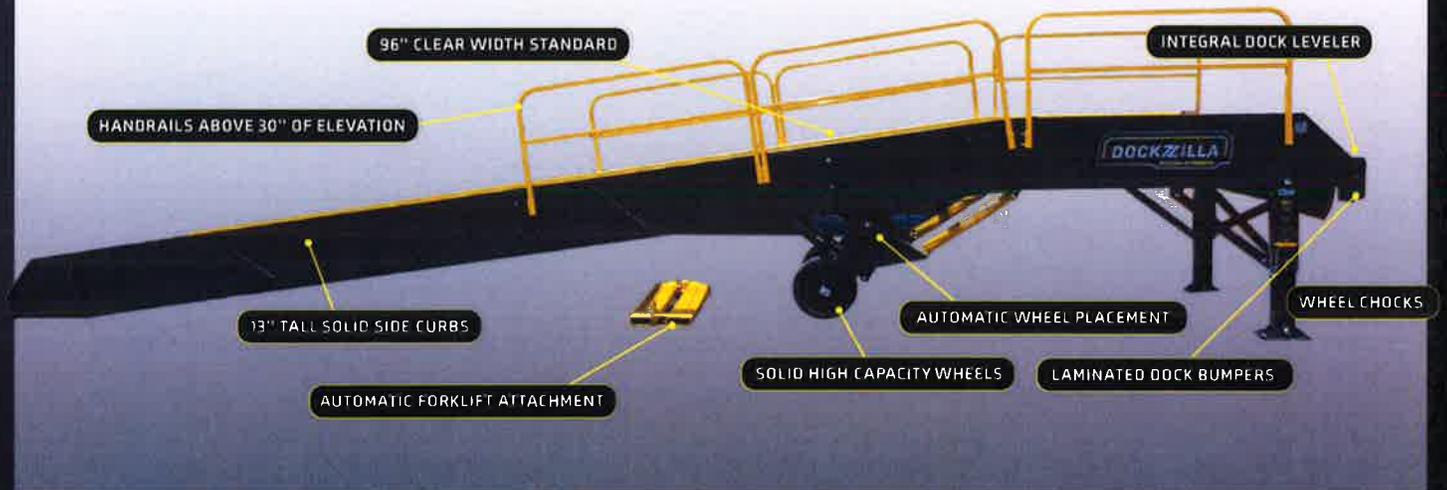
DZ ADJUSTABLE LOADING DOCK – MOBILE

COMBINING MOBILITY WITH THE SAFETY® AND PRODUCTIVITY FEATURES OF PERMANENT LOADING DOCKS

- Self-supported via solid steel proprietary leg design
- 96" usable width
- 8' level off
- 13" high solid side curbs
- OSHA handrails above 30"
- Integral dock leveler
- OSHA / IBC compliant design

- Spring loaded legs for quick and easy relocation
- XL baseplates for use on any surface
- Service range 36"-56"
- Replaceable ramp grating
- Wide-flange beam, shelved construction

- "Do it yourself" – relocatable with a single forklift and operator
- Patented automatic wheel placement, stay in your forklift
- Solid high-capacity wheels
- 5 year structural warranty



DOCKZILLA



Memorandum

To: City Manager and City Commissioners
From: Ernestor De La Rosa, Assistant City Manager/Legislative Affairs
Date: October 4th, 2021
Subject: City Employee Advisory Committee Bylaws
Agenda Item: New Items

Recommendation: Staff recommends approval of the City Employee Advisory Committee (CEAC) Bylaws.

Background: Over the last few years, the City of Dodge City has facilitated an employee council group for advice on city policy, procedures, and employee benefits. The employee council has been operating more on an informal basis but providing critical and beneficial recommendations for Human Resources and the City Manager's office.

Justification: Due to the recent motion by the Fraternal Order of Police (FOP) Lodge #49 to cease the contractual relationship with the City pursuant to the Kansas Public Employer-Employee Relations Act (PEERA) and return to the status that existed prior to the election of May 2002, the City Administration requested for the existing employee council to be restructured and to become a more formal committee. The bylaws presented to you today sets the structure for the CEAC which is intended to provide a forum for discussion and recommendations about employment-related policies, procedures, and benefits. These bylaws requests that all Departments participate and designate a representative or two. The CEAC is advisory in nature and will continue to provide recommendations to the City Manager.

Financial Considerations: None.

Purpose/Mission: Together we work honestly and with integrity, while respecting the rights of others.

Legal Considerations: The City Attorney has reviewed and approved the CEAC bylaws.

Attachments: CEAC bylaws.



City Employee Advisory Committee (CEAC) Bylaws

Objective: The primary objective of the City Employee Advisory Committee (CEAC) is to provide a forum for discussion and recommendations about employment-related policies, procedures, and benefits. The CEAC is advisory in nature and will provide recommendations to the City Manager. The CEAC shall focus on issues and concerns that affect multiple departments. CEAC will serve to further the goal of encouraging open communication and problem-solving within the City of Dodge City.

Definition: The CEAC is an advisory committee comprised of appointed City employees, whose purpose is to represent the global interest of City employees. The CEAC is comprised of the following voting members:

- Administration 1 representative
- Convention for Visitors Bureau 1 representative
- Development Services 1 representative
- Engineering Department 1 representative
- Economic Development 1 representative
- Fire Department 2 representatives
- I.T & Municipal Court 1 representative
- Parks & Facilities 2 representative
- Police Non-Sworn 1 representative
- Police Sworn 2 representatives
- Public Works 2 representatives

The CEAC is comprised of the following non-voting members who provide staff support and serve as ex-officio members.

- Assistant City Manager & Human Resources Staff- Assists with creating agendas, takes minutes and provides professional advice. Performs research, provides historical background on issues, and provides professional advice.

Election Procedure: In January of even-numbered years, CEAC members and alternates will be elected via secret ballot elections conducted by Human Resources.

- Employees in each representative area will be provided an opportunity in early January to submit names of employees (including themselves) to Human Resources who they wish to nominate for election to the CEAC. Employees will have 7 days to respond to the request for nominations. All nominees will be contacted, and a ballot will be prepared, which will

include the names of all employees within each area of representation, who wish to be considered for election. Employees from each area of representation will be notified of the candidates and will be provided seven (7) days to participate in the secret ballot election.

- Any election ending with a tie shall be determined by a run-off election to be conducted within 30 days of the original election. A run-off election ending in a tie shall be determined by a coin toss.
- In the event a member vacates their position on the CEAC, the alternate will move into the member position and Human Resources will conduct an election to fill the alternate position as soon as administratively possible.

Eligibility: Full-time employees of the City of Dodge City, who have a minimum of one year of service with the City, have had no major disciplinary actions within the last two years, and have not been on a performance improvement plan (PIP) within the past 12 months are eligible for appointment to the CEAC. Department Heads and higher are not eligible to serve as voting members on the CEAC.

Term: CEAC members shall serve two-year terms beginning February 1 through January 31. There is no limit on the number of terms that can be served. During the first meeting of each even numbered year, CEAC members shall elect a chairperson.

Officer Duties:

Chair

- Preside over meetings. Keep everyone on task and following the agenda.
- Coordinate with other CEAC members and Human Resources on research of issues and follow up on items brought up at meetings.
- Serve as official spokesperson for the CEAC.
- Work with Assistant City Manager and Human Resources on development of meeting agendas and information.
- Work with Assistant City Manager and/or Human Resources on CEAC ideas/proposals.
- Set the date, time, and duration of meetings.
- Work with Assistant City Manager to present items to the City Manager.

Vice-Chair

- Aids the Chair and serves as Chair in the chairperson's absence.

Secretary

- Records the summary minutes of committee meetings.
- Distributes summary minutes to all committee members.
- Helps prepare and send out agenda before meetings.

- Emails agendas to CEAC members and posts agendas and minutes to Intranet.
- Arranges for guest speakers when requested by committee members

Meeting Requirements: The CEAC will typically meet monthly. Special meetings may be called when needed. If there are no agenda items, the meeting will be cancelled. The following expectations will expedite meetings and allow for an informed discussion of issues. The goal is to address as many issues as possible through the effective utilization of the CEAC. Expectations include the following:

- Agendas- Agendas will be emailed to members at least one (1) week in advance of meetings, if at all possible. Agenda will also be available to review on the Intranet as well.
- Agenda Items- Members should try to submit agenda items to the CEAC Chair at least 10 business days in advance of a scheduled meeting date. Employees may submit items to their CEAC representative or may submit their ideas directly to the CEAC.
- Attendance- All members of the CEAC or their alternates should attend each meeting. CEAC members who know they cannot make a meeting should inform their alternate as soon as possible to ensure the alternate is available and that they have the information needed for the meeting. CEAC members who are absent from three (3) meetings in a given year, without good reason and without proper advance notice, may be removed from their position on the CEAC. The alternate representative will then serve on the CEAC for the remainder of the term, and an election will be held to select a new alternate.
- Payment-Time spent by CEAC members at meetings will be counted as time worked, and CEAC members will be compensated for this time. Only those employees selected as representatives or who are invited by the CEAC to provide required information or updates at a meeting will be allowed to attend.
- Minutes -Summary minutes will be emailed to all CEAC members within two (2) weeks of the meeting to review for correctness. CEAC members will have one week to review and suggest corrections or indicate approval. All correspondence regarding changes or approval of the minutes should be made as a reply-all email. Once minutes are reviewed and any agreed upon corrections or changes are made, they will be posted on the Intranet for all employees to access. Minutes taken are not verbatim, they are summaries of the meeting discussion.
- Voting- Eight (8) members shall constitute a quorum for the CEAC. A majority vote of attending members is required for the CEAC to be deemed to have made a recommendation. Each member of the CEAC is entitled to one vote on an item. Voting can only occur in person at meetings. If a vote ends in a tie on an item that is considered a denial of the item.

Role of CEAC Members:

- CEAC members are responsible for bringing employee suggestions and concerns to the CEAC and for reporting back to colleagues in their areas of representation.

- CEAC members are expected to actively participate in discussion and consider issues from an organizational perspective. The CEAC is intended to address issues and concerns that affect multiple departments.
- CEAC members are expected to read the supporting documentation that they are provided prior to the CEAC meeting and ask questions for information that is not understood.
- CEAC members approve meeting minutes and, with a majority vote, make recommendations to the City Manager on changes in policies, procedures, and benefits.
- Each recommendation brought forth by the CEAC should provide a clear recommendation with supporting justification for the City Manager to consider.
- The CEAC does not resolve work-related issues pertaining to individual employees. Employees with personal grievances or complaints should seek resolution through appropriate line management or Human Resources.
- The CEAC will discuss items pertaining to policies and benefits. The CEAC may discuss and make recommendations pertaining to the need for pay studies or policies pertaining to how often pay studies should be conducted but does not evaluate or make recommendations on pay ranges for specific positions. Discussion of pay and benefits specifically for sworn police officers (that does not affect other City employees) is handled by Human Resources.
- CEAC members are expected to behave professionally, and provided they are not violating policies pertaining to conduct of employees, they will be free to speak their minds as well as convey the opinions of other employees pertaining to various issues.
- All CEAC members will treat each other with respect, and if presenting a problem or concern to the committee, will also come prepared with a proposed solution and be open to hearing ideas from others for proposed solutions.
- If CEAC members (including non-voting members) receive complaints regarding a CEAC representative failing to fulfill one or more of their duties, then the Assistant City Manager will schedule a meeting with that CEAC representative to discuss the concern. If the CEAC representative feels they cannot fulfill the required duties, he or she will be allowed to step down. If further substantiated complaints occur and the CEAC representative does not step down, the Assistant City Manager will have the option to remove that member from the CEAC. The CEAC alternate representative would then serve on the CEAC and an election would be held to select a new alternate.

Bylaw Amendments:

Proposed amendments to these bylaws will be considered at regular CEAC meetings. A majority vote of the CEAC is required to approve any amendments to these bylaws. Amendments with financial impact will require City Manager approval.